



## Terms and Conditions

These Service Terms & Conditions are by and between (i) Ceeblue B.V. ("Ceeblue"), a private company with limited liability under the laws of The Netherlands, registered with the Chamber of Commerce under number 85817352 and (ii) the individual or entity purchasing Services from Ceeblue ("Customer"). Ceeblue and Customer may be collectively referred to as the "Parties" and, individually, as a "Party."

BY USING CEEBLUE'S SERVICES, WHETHER BASED ON WRITTEN AGREEMENT OR OTHERWISE, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME AS PROVIDED IN SECTION 16.2 BELOW.

### 1. Definitions

"Affiliate" – any Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person.

"Agreement" – the service agreement entered into between Ceeblue and a customer, together with these Terms & Conditions.

"Ceeblue Network" – collectively, the network, system capacity and related facilities (including, without limitation, routers, switches and communication channels) owned or controlled by Ceeblue by means of leasing or other agreements.

"Ceeblue Website" – Ceeblue's website, published at <https://www.ceeblue.net>, including any subportals on the same domain, or such other URL as Ceeblue may specify from time to time.

"Control," "controls" and "controlled," each as used in the definition of "Affiliate" – the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

"Effective Date" – the effective date stated in the Agreement and, otherwise, the date on which the Agreement has been executed by both Ceeblue and Customer.

"Malicious Code" – any computer virus, Trojan horse, worm, time bomb, or other similar code or hardware component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify any software, hardware, network or other technology.

"Person" – an individual or a partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization,

government agency or political subdivision thereof, or other entity.

"Recurring Charges" – any recurring (whether monthly recurring, quarterly recurring, etc.) charges set forth in an Order (as defined in Section 2.1.1).

"Services" – the services ordered by Customer, as set forth in the Agreement and any amendments thereto in accordance with Section 2.1.1.

"Support Ticketing System" – Ceeblue's system for tracking all support and/or feature requests, and at Ceeblue's sole discretion, limited requests for purchasing Services.

"Term" – the period of time in which Ceeblue provides Services to Customer, as set forth in the applicable Agreement.

### 2. Services

#### 2.1. General

Any and all Services to be provided by Ceeblue under the Agreement shall be set forth in the relevant Agreements.

#### 2.1.1 Change Requests

Any change(s) to the nature or scope of any Services to be provided under any Agreement must be agreed in written form by both parties. Any such amendment shall be incorporated into the Agreement and subject to the other terms and conditions that are already applicable.

#### 2.1.3 Term and Renewal.

The initial Term of the Agreement shall begin on the Effective Date for the Services ordered thereunder and shall remain in effect until the expiration of the initial Term specified in the Agreement. Upon expiry, the Term of such Agreement will automatically renew for successive periods of a length equal to the initial period, unless either Party provides the other Party written notice of non-renewal at least sixty (60) days prior to the end of the then current Initial Term or renewal Term.

#### 2.2 Remedy

Unless otherwise expressly provided in the Agreement with respect to any specified services, any credits awarded by Ceeblue hereunder shall be Customer's sole and exclusive remedy for any failure by Ceeblue to meet any service level and any other failure, unavailability, degradation or nonperformance of any services, including, to the extent applicable, any outages or network congestion.

#### 2.3 Scope of Use

Except as expressly set forth in the Agreement, (i) the Services are provided only for the purposes set forth in the Agreement, and (ii) Customer may not

market, sell, license, lease, provide or make available to a third party, or otherwise distribute, directly or indirectly, any Services. In the event the Agreement permits Customer to make available any Services to any third party (each, an "End User"), then Customer shall be responsible for each End User's compliance with all applicable terms of the Agreement and, unless otherwise expressly set forth in the Agreement, Customer shall (a) require each such End User to enter into a written agreement no less protective of the rights of Ceeblue and any applicable Third Party Providers than the terms set forth herein and in no event conflicting with any terms hereof (each, an "End User Agreement"), (b) enforce such End User's compliance with the terms of such End User Agreement, (c) provide Ceeblue notice of any violation of any End User Agreement that may adversely affect Ceeblue or any Third Party Provider, or any of their respective rights hereunder, promptly after becoming aware of the same, (d) upon termination of any End User Agreement, ensure the End User has ceased use of all Services, and (e) provide Ceeblue written notice of any claim, damages, or cause of action brought against Customer by any End User, and/or any subpoena served upon Customer or any officer or employee thereof, which relates to any Services or those portions of any End User Agreement relating to such Services.

#### 2.4 Suspension

Ceeblue may suspend its provision to Customer of any or all Services under the Agreement, immediately upon notice to Customer (with e-mail notice to suffice) in the event: (i) Customer breaches the Acceptable Use Policy (as defined below) in any material respect and Ceeblue determines in its reasonable discretion that there is potential harm to the Ceeblue Network or any other technology, network or other property employed by Ceeblue or other Ceeblue customers; (ii) of repeated violations of the Acceptable Use Policy by Customer; (iii) Customer fails to cooperate with any inspection or audit as required under Section 3.8; (iv) Ceeblue reasonably believes Customer has used or is using any Services hereunder in any manner that violates any applicable laws or regulations; (v) Customer breaches any of its other material obligations under the Agreement and fails to cure such breach (a) within five (5) days following written notice thereof, if Customer has failed to pay any amounts due under the Agreement, or (b) within thirty (30) days following written notice of any other breaches; or (vi) Customer repudiates any of its obligations under the Agreement before fully performing such obligations. Ceeblue, in its reasonable discretion, may re-enable the affected provision of Services upon its satisfaction that all violations have ceased and with adequate assurance that such violations will not occur in the

future. In addition, Ceeblue may modify or suspend the provision of any Services hereunder, if, in Ceeblue's reasonable discretion, such modification or suspension is necessary or advisable to (a) comply with any applicable law or regulation or a request of any governmental or law enforcement authority, (b) preserve the security of the relevant Services, (c) avoid or mitigate an imminent risk of harm or any other situation that may compromise the ability of Ceeblue to deliver any Services, in accordance with the terms of the Agreement, to Customer or any other Ceeblue customers, or (d) eliminate a hazardous condition, and Ceeblue shall provide Customer notice of any such modification or suspension when, and to the extent, reasonably practicable.

### 2.5 Security

Ceeblue shall use commercially reasonable efforts to employ measures it deems appropriate to endeavor to mitigate security risks with respect to its Services, but does not guarantee that any Services, or the use thereof, will be secure.

## 3. General Obligations of Customer

### 3.1 Access Methods

In the event access to any Services requires any distinct user names and/or passwords (collectively, "Access Methods"), Customer shall ensure the confidentiality of such Access Methods and shall be responsible for all acts or omissions of all Persons using such Access Methods or otherwise allowed access by Customer to any Services, whether or not authorized by Customer.

### 3.2 Use Restrictions

The Customer shall refrain from using Ceeblue's services to stream, transmit, or distribute content that (i) violates any applicable local, national, or international laws or regulations; (ii) includes unlicensed gaming content, illegal activities, or material harmful to minors; or (iii) contains defamatory, abusive, offensive, or otherwise unlawful material as determined by Ceeblue at its sole discretion, taking into account applicable laws.

Ceeblue reserves the right to (i) access the Customer's streamed content from time to time to monitor compliance with its obligations under the Agreement (ii) terminate or suspend a Customer's access to its services if there is a reasonable belief that the Customer's content or usage breaches these Terms and Conditions; and/or (iii) disable access to specific streams or re-streams deemed to violate our policies or legal requirements.

Any complaints, questions or other communications regarding content streamed through Ceeblue's service should be addressed to: (1) [administration@ceeblue.net](mailto:administration@ceeblue.net); or (2) <https://ceeblue.net/contact-us/>

### 3.3 Software

Customer agrees not to and not to permit any other Person to, without the prior written consent of Ceeblue: (i) copy, modify, duplicate, decompile, reverse engineer, disassemble or otherwise reduce to a humanly perceivable form, make any attempt to discover the source code of, create derivative works based on, or translate Ceeblue's software ("Software"), or (ii) remove, obscure or alter in any

manner any trademarks, trade names, copyright notices or other proprietary or confidentiality notices or designations, of any Person, contained or displayed in or on the Software. Unless otherwise set forth in any Agreement, any license to any Software hereunder shall be revocable, non-exclusive, non-transferable (except as set forth therein) and non-sublicensable, and shall be only for the object code (and not the source code) of such Software. Without limiting the generality of any other obligations of Customer under the Agreement, Customer shall reimburse Ceeblue for any and all fees, costs and expenses incurred by Ceeblue in connection with Customer's violation of any portion of this Section.

## 3.4 Customer Data

### 3.4.1 General

As between Ceeblue and Customer, Customer shall own, and shall be and remain wholly responsible for, all data, information and other content used, generated, uploaded, stored and/or transmitted in connection with any Services ("Customer Data"), including ensuring Customer has a valid right to use such Customer Data, ensuring the integrity and security of such Customer Data, backing up and retaining archival copies of all such Customer Data, restoring Customer Data in the event of any loss or impairment thereof, and ensuring such Customer Data complies with all applicable laws and regulations relating thereto (including those related to protection of Customer Data comprising personally identifiable information, the encryption of such Customer Data or the destruction thereof in connection with decommissioned hardware, as applicable). Customer represents and warrants that under no circumstances shall any Customer Data infringe, misappropriate, or otherwise violate any intellectual property, publicity or privacy rights of any Person.

### 3.5 Insurance

Customer shall have, and maintain at its own expense throughout the term of the Agreement, adequate insurance coverage the amount and terms of which are reasonable taking into account Customer's activities and liabilities that may arise therefrom.

### 3.6 Malicious Code

Customer shall use commercially reasonable efforts not to upload any Malicious Code on any Services or other property of Ceeblue, or to otherwise transmit any Malicious Code via the use of the Ceeblue Network or any Services. In the event Customer does upload or otherwise introduces any Malicious Code into any Services or other property of Ceeblue or otherwise transmits any Malicious Code via the use of the Ceeblue Network or Services, Customer shall, at its sole cost and expense, promptly eliminate such Malicious Code and otherwise be responsible for and remedy any damages, losses or other adverse effects suffered by Ceeblue, any licensors or licensees of Ceeblue, or other Persons, resulting from such Malicious Code.

### 3.7 Connectivity

Except as expressly set forth in the Agreement, Customer shall be responsible for all hardware,

networks, communication devices, and other technology necessary to enable Customer to access and/or use any Services provided hereunder.

### 3.8 Audit

Customer shall retain all books and records and other documentation related to its performance under the Agreement for the term of the Agreement and for a period of at least one (1) year following the effective date of expiration or termination hereof. During the term of the Agreement and during the one (1) year period subsequent to the effective date of expiration or termination hereof, Ceeblue and/or its designee shall have the right, upon at least five (5) business days' notice to Customer and during Customer's normal business hours, to inspect and audit all books and records and other documentation, all systems and other technology, and all facilities, of Customer relevant to ascertaining Customer's (and, if applicable, Customer's End Users' or other customers') compliance with the terms and conditions of the Agreement. Without limiting the generality of the foregoing, Customer shall cooperate in good faith with Ceeblue and/or its designee to facilitate Ceeblue's exercise of its rights under this Section 3.8. In the event any inspection or audit reflects that Customer is not in compliance with the terms or conditions of the Agreement, Customer shall, at its sole cost and expense, promptly remedy such non-compliance.

## 4. Invoicing and Payment

### 4.1 Fees

In consideration of Ceeblue's provision of Services under the Agreement, Customer shall pay to Ceeblue all such fees and expenses as are (i) specified in the Agreement, Ceeblue's then current listed prices for such Services, as such Fees may be increased from time to time in accordance with the terms hereof (collectively, "Fees").

### 4.2 Credit Check

Customer shall cooperate in good faith with any requests by Ceeblue to assess Customer's creditworthiness, including by providing to Ceeblue financial documentation reasonably requested for such purposes.

### 4.3 Payment

All invoices must be paid in accordance with the terms set forth in the Agreement, without setoff or deduction of any kind, other than portions of the invoice which are subject to a good faith dispute in accordance with the terms of Section 4.6 below. Late payments of any invoices (except any portions thereof which are the subject of a good faith dispute in accordance with the terms of Section 4.6 below) will accrue interest on the unpaid sum as of the date of the invoice at the lesser of (i) the highest legal rate of interest permitted in the Netherlands and (ii) one and one-half percent (1.5%) per month. Ceeblue may apply any payments received by Ceeblue to Customer's accrued late payment charges prior to any of Customer's outstanding invoices.

### 4.4 Currency

Unless otherwise specified in an Agreement, all payments by Customer under the Agreement must

be made by Customer to Ceeblue in the Euro currency.

**4.5 Taxes**

The Fees are exclusive of all international, federal, state and municipal taxes (including sales taxes and withholding taxes), levies, duties or similar charges, however designated, levied or imposed, that may be assessed by any jurisdiction, under current laws or regulations or as a result of any change in laws or regulations following the Effective Date (collectively, "Taxes"). Customer shall be responsible for (and shall pay or reimburse Ceeblue for, as applicable) all such Taxes as may be assessed against Ceeblue, during the term of the Agreement or subsequent to the effective date of expiration or termination hereof, which are levied or imposed by reason of the performance by Ceeblue or Customer or exercise of any of its rights; excluding any Taxes based on the net income of Ceeblue.

**4.6 Disputes**

If Customer wishes to dispute any charges billed to Customer by Ceeblue (a "Disputed Amount"), Customer must (i) pay the undisputed portion of the applicable invoice and (ii) submit a good faith claim regarding the Disputed Amount with such documentation as may reasonably be required to support the claim, within ninety (90) days of Customer's receipt of the initial invoice sent by Ceeblue regarding the Disputed Amount. If Customer does not submit a documented claim within such time period then, notwithstanding anything in the Agreement to the contrary, Customer waives all rights to dispute or otherwise make any claim of any kind with respect to such Disputed Amount.

**5. Term of Agreement**

The term of the Agreement commences on the Effective Date and continues until the last effective date of expiration or termination of all Services thereunder, unless earlier terminated as provided herein.

**6. Termination**

**6.1 For Convenience**

Customer may terminate the Agreement, in whole or in part, for any or no reason, upon at least sixty (60) days prior written notice to Ceeblue; provided that Customer pays the applicable Early Termination Charge defined in Section 7.2 below.

**6.2 Material Breach**

At any time during the term of the Agreement, either Party may terminate the Agreement, in whole or in part, immediately upon written notice to the other Party, if the other Party commits a breach of any of its material obligations under the Agreement and fails to remedy such material breach (i) within five (5) days immediately following written notice thereof, if such breach is Customer's failure to pay any amounts due under the Agreement, or (ii) otherwise, within thirty (30) days immediately following written notice thereof. Notwithstanding anything in the Agreement to the contrary, any payment required to cure a Customer breach must be remitted to Ceeblue by official bank check or wire transfer.

**6.3 Insolvency**

At any time during the term of the Agreement, either Party may terminate the Agreement immediately upon written notice to the other Party if: (i) the other Party (a) becomes insolvent, (b) voluntarily commences any proceeding or files any petition under applicable bankruptcy laws, (c) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable laws, which proceedings are not dismissed within thirty (30) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business; or (ii) the other Party passes a resolution for its winding up or dissolution or a court of competent jurisdiction makes an order for such other Party's winding up or dissolution.

**6.4 Discontinuation**

In the event Ceeblue discontinues the provision of any Services to all of Ceeblue's customers or if, in Ceeblue's reasonable discretion, such discontinuation is necessary or advisable to comply with any applicable law or regulation or a request of any governmental or law enforcement authority, Ceeblue may terminate the Agreements pertaining to such Services and, if reasonably feasible, shall provide Customer at least ten (10) days prior written notice of such discontinuation. In the event any Service is discontinued under this Section 6.4, Ceeblue shall rebate Customer any prepaid funds for the time period associated with the discontinued Service.

**7. Consequences of Termination**

**7.1 Cessation**

Unless otherwise agreed by the Parties, (i) by no later than the effective date of expiration or termination of the Agreement, Customer shall cease using any and all Services provided under such Agreement; and (ii) by no later than the effective date of expiration or termination of the Agreement, Customer shall cease using any and all Services provided under the Agreement.

**7.2 Early Termination Charge**

In the event (i) Customer terminates any Agreement other than pursuant to Section 6.2 or 6.3, or (ii) Ceeblue terminates an Agreement in accordance with Section 6.2 hereunder, then, without prejudice to any other rights or remedies of Ceeblue under the Agreement, and in addition to paying to Ceeblue any other amounts due and owing under the Agreement, Customer shall pay to Ceeblue an "Early Termination Charge" comprising all Recurring Charges due in respect of the then current Term of the Agreement. Customer acknowledges and agrees that the Early Termination Charge reflects a reasonable estimate of the damages incurred by Ceeblue as a result of an early termination, and is not a penalty.

**7.3 Survival**

The expiration or termination of the Agreement for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of the Agreement. Notwithstanding expiration or termination of the Agreement, (i) Customer shall remain liable to pay

to Ceeblue all Fees and other amounts due or accruing on or prior to the effective date of such expiration or termination, and (ii) the rights and obligations of the Parties set forth in the Agreement which by their terms survive the termination of the Agreement shall remain in full force and effect beyond the effective date of expiration or termination of the Agreement, including Sections 2.3, 3.1 through 3.5, 3.8, 4, 7, and 9 through 16.

**8. Representations and Warranties**

**8.1 By Ceeblue**

Ceeblue represents and warrants to Customer that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations and exercise its rights under the Agreement, (iii) its execution and performance of its obligations and exercise of its rights hereunder will not violate any agreement or other obligation by which it is bound, (iv) it will comply with all applicable laws, rules and regulations in connection with the provision of the Services, and (v) the Agreement, when executed by the signatory for Ceeblue identified below, is a legal, valid and binding obligation of Ceeblue.

**8.2 By Customer**

Customer represents and warrants to Ceeblue that (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization, (ii) it has all requisite power and authority to enter into and perform its obligations and exercise its rights under the Agreement, (iii) its execution and performance of its obligations and exercise of its rights hereunder will not violate any agreement or other obligation by which it is bound, (iv) it will comply with all applicable laws, rules and regulations in connection with the performance of its obligations and exercise of its rights hereunder, including any applicable export control laws and regulations, and (v) the Agreement, when executed by the Customer, is a legal, valid and binding obligation of Customer.

**8.3 Disclaimer**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN the Agreement, the services are provided on an "as is," "as available" basis, and Ceeblue does not make, and hereby disclaims, any and all other warranties, express or implied including any and all warranties of merchantability, fitness for a particular use or purpose, and non-infringement, and any warranties arising from a course of dealing, usage or trade practice, under the agreement. Without limiting the generality of the foregoing, Ceeblue specifically disclaims any representation or warranty that the services, or the use thereof, will be secure, free of defects, errors or malicious code, or uninterrupted.

**9. Confidentiality; Publicity; Non-Solicitation**

**9.1 Confidential Information**

Subject to Section 9.2, each Party hereto shall treat as confidential (i) the terms and conditions of the Agreement (excluding the existence of the Agreement), and (ii) all confidential or proprietary information the receiving Party may receive from

the disclosing Party or be given access to by the disclosing Party (“Confidential Information”). Confidential Information shall specifically include all trade secrets and other non-public information, materials, data, know-how, research, systems, plans and procedures of or relating to the disclosing Party, including maps, network routes, methodologies, specifications, locations, business plans and strategies, pricing and other financial information, marketing plans, lists of existing and prospective suppliers and customers, contractual arrangements, employee information, and proprietary technologies and processes, software programs, systems, source code, specifications, inventions, designs, developments, and databases, together with compliance reports, auditor’s reports, and related work papers and records. Notwithstanding the foregoing, Confidential Information will not include information (a) that the receiving Party can demonstrate was lawfully received from another source with the right to furnish such information, without restriction or subject to restrictions in which it has conformed; (b) that is or becomes generally available to the public other than as a result of the unauthorized direct or indirect acts of the receiving Party; (c) which the receiving Party can demonstrate was, at the time of disclosure to it, rightfully known to it free of restriction; or (d) which is independently developed by a Party without the use of or referral to any other Party’s Confidential Information.

**9.2 Non-Disclosure**

Except as otherwise expressly provided in the Agreement, the receiving Party shall not, and shall not permit any other Person to, (i) use Confidential Information for any purpose other than the performance of the receiving Party’s obligations or exercise of its rights under the Agreement, or (ii) divulge such Confidential Information, without the disclosing Party’s prior written consent, except to those employees and independent contractors who have a need to know such Confidential Information for purposes of carrying out the receiving Party’s obligations or exercising the receiving Party’s rights under the Agreement. The receiving Party shall be responsible for all acts or omissions of its employees and contractors in respect of access to or use of the Confidential Information. Notwithstanding the foregoing, in the event disclosure of Confidential Information is mandated or requested by applicable laws or by an order of a court or any regulatory, governmental or law enforcement agency or other authority, each of competent jurisdiction, then, (a) if not so prohibited by a regulatory, law enforcement or other governmental authority or an order of a court of competent jurisdiction, the receiving Party shall promptly notify the disclosing Party of such requirement, (b) if so requested by disclosing Party, the receiving Party shall use good faith efforts, in consultation with the disclosing Party, to secure confidential treatment of the Confidential Information to be so disclosed, and (c) the receiving Party shall furnish only that portion of the Confidential Information it is legally required to disclose.

**9.3 Notice**

The receiving Party shall promptly notify the disclosing Party of any actual or reasonably suspected unauthorized use or disclosure of any Confidential Information and shall fully cooperate with the disclosing Party to remedy and/or mitigate any losses or damages associated therewith.

**9.4 Publicity**

Neither Party may release a public statement announcing the Agreement or any individual Agreement (“Press Release”) without the prior written consent of the other Party.

**9.5 Non-Solicitation**

Each Party agrees that, during the term of the Agreement and for a period of twelve (12) months immediately following the effective date of expiration or termination hereof, it shall not, without the other Party’s prior written consent, knowingly employ, or engage on any other basis, or solicit the employment or other engagement of, any employee, contractor or consultant of the other Party; provided, however, that general advertisements of employment or engagement shall not be considered a violation of the foregoing covenant.

**10. Proprietary Rights**

As between Customer and Ceeblue, all rights, title and interest in and to all Services, all Confidential Information of Ceeblue, and all technology, data, information and other materials utilized by or on behalf of Ceeblue to provide any Services under the Agreement, together with all patents, copyrights, trade secrets and other intellectual property rights in or to the foregoing (collectively, “Ceeblue Property”), shall be and remain vested in Ceeblue (or its third party licensors or service providers). Customer shall not do or cause to be done any act contesting or in any way impairing any rights, title or interest in any Ceeblue Property or in any manner represent that it possesses any ownership interest in any Ceeblue Property. Customer shall notify Ceeblue immediately in the event Customer becomes aware of (i) any unauthorized use of any Ceeblue Property, (ii) the loss, theft or other compromise of any Access Method of Customer, and/or (iii) any information relating to any alleged or suspected infringement or other violation of any Ceeblue Property. Notwithstanding the foregoing, Ceeblue shall not have any obligation under the Agreement to investigate, prosecute or otherwise take any action of any violation of which it is notified by Customer, and Customer shall have no right to prosecute or otherwise take any action in respect of such violation.

**11. Limitation of Liability**

**11.1 General Limitation**

In no event shall Ceeblue or Customer be liable under the agreement to any person for any indirect, consequential, incidental, punitive, exemplary or special damages, or for loss of profits, loss of data (including customer data) or technology, goodwill, contracts or lost business opportunities (whether arising out of transmission interruptions or problems, any interruption or

degradation of service, construction, installations, repair, maintenance, or otherwise), whether arising from negligence, breach of contract or otherwise, and whether or not such any such person has been advised of or reasonably could have foreseen such damages. Further, except as expressly provided under the agreement, in no event shall Ceeblue be liable hereunder for any services of any third party provider that are procured or provided by Ceeblue hereunder or used by or on behalf of Ceeblue to provide any services.

**11.2 Monetary Cap**

In no event shall the liability of Ceeblue under the agreement exceed in the aggregate one point five times (1.5x) the total fees payable by Customer, with respect to the specific services giving rise to such liability, during the first year of the term set forth in applicable order (the “cap”).

**11.3 Exclusions**

Notwithstanding the foregoing, the limitations set forth in this section 11 shall not apply to (i) any liability caused by the willful misconduct or gross negligence of a party, (ii) any liability of either party arising from its breach of section 9, (iii) Customer’s indemnification obligations set forth in section 12.2, (iv) Ceeblue’s indemnification obligations pursuant to section 12.1.1, and/or (v) any liability that cannot be excluded under any applicable laws. Customer waives any right to seek injunctive relief for any cause or matter arising from the Agreement, except as provided in section 9.6.

**11.4 Time Limitation**

Customer may not, and hereby waives any right to, bring any claim against Ceeblue arising out of or in connection with the Agreement more than one (1) year after the effective date of expiration or termination of the Agreement relating to the Services giving rise to such claim.

**12. Indemnification**

**12.1 By Ceeblue.**

**12.1.1 Indemnity**

Ceeblue agrees to indemnify, defend and hold Customer and its officers, directors, employees, agents and contractors (collectively, the “Customer Parties”) harmless from and against all losses, damages, liabilities, costs and expenses, including reasonable attorney’s fees and expenses (collectively, “Losses”) incurred or suffered by such Customer Parties arising out of, or in connection with, any claim, demand, proceeding, investigation or cause of action initiated by a third party (each, a “Claim”) based upon or arising out of: (i) bodily injury or death, and damage, loss or destruction of any real or tangible personal property, caused by Ceeblue’s gross negligence or willful misconduct; and/or (ii) any allegation that any Services owned by Ceeblue, or Customer’s use thereof in accordance with the terms of the Agreement (excluding any Services provided by any Third Party Provider), infringe or otherwise violate any patent, copyright, trade secret or other intellectual property right of any Person. Notwithstanding the foregoing, Ceeblue shall have no obligations under (a) this Section 12.1.1, to the extent the Claim

arises from or in connection with the willful misconduct or gross negligence of Customer or any other Customer Parties, or (b) to the extent such Claim is based upon any use by Customer of any Services in violation of any terms of the Agreement, any modification by Customer of any Services, or any combination of any Services, with any technology or other materials not provided by Ceeblue. The rights and remedies set forth in this section 12.1 constitute Customer's sole rights and remedies for any claims of infringement or other violations of any proprietary rights arising under or in connection with the Agreement, and/or any Services provided hereunder.

#### 12.1.2 Infringing Items

In the event Ceeblue becomes aware or reasonably suspects that any portion of any Services may infringe or otherwise violate any proprietary rights of any Person, Ceeblue may, to the extent reasonably feasible and in its sole discretion, (i) modify such item so that it is no longer in violation or potentially in violation of such rights, (ii) replace such portion of any Services with items Ceeblue believes to be non-infringing (provided that, no modifications or replacements provided under clauses (i) or (ii) shall adversely affect in any material respect any functionality or feature of the relevant Services) and/or (iii) terminate the Agreement pertaining to such Services, upon notice to Customer, and refund to Customer that portion of any Fees paid prior to the effective date of termination in respect of use of the affected Services following the effective date of such termination.

#### 12.2 By Customer

Customer agrees to indemnify, defend and hold Ceeblue and its Third Party Providers and its officers, directors, employees, agents and contractors (collectively, "Ceeblue Parties"), harmless from and against all Losses incurred or suffered by such Ceeblue Parties arising out of, or in connection with, any third party Claim (including any Claim by customers of Customer) based upon or arising out of: (i) bodily injury or death or damage, loss or destruction of any real or personal property (including without limitation the property of Ceeblue), caused by Customer's gross negligence or willful misconduct; (ii) any breach by Customer of any provision of the Agreement; (iii) subject to Section 12.1.1(ii), any use by Customer (or any of Customer's customers, including any End Users, or any Person using Customer's Access Methods), of any Services, or any other act or omission relating thereto; (iv) any End User Agreement; and/or (v) any Customer Data. Notwithstanding the foregoing, Customer shall have no obligations under this Section 12.2 to the extent the Claim arises from or in connection with the willful misconduct or gross negligence of Ceeblue or any other Ceeblue Parties.

#### 12.3 Procedures

The indemnified Party shall use good faith efforts to notify the indemnifying Party of any Claim for which indemnification is sought hereunder as soon as possible after it becomes aware of the Claim and, in any event, within five (5) business days after it becomes aware of the Claim; provided

that the failure to provide such notice within such time frame shall not constitute a breach hereof or serve to release the indemnifying Party from its obligations under this Section unless such failure prejudices the ability of the indemnifying Party to defend the Claim. The indemnifying Party shall be entitled, in its discretion, to have sole conduct and control of all legal proceedings in connection with such Claim and/or the settlement or other compromise thereof. If the indemnifying Party elects to exercise such control, the indemnified Party shall give the indemnifying Party (and any Person acting on behalf of or authorized by the indemnifying Party) all reasonable assistance therewith, at the indemnifying Party's reasonable expense. Notwithstanding the foregoing, (i) the indemnifying Party shall not, without the indemnified Party's prior written consent, agree to any judgment or enter into any settlement or other compromise that adversely affects the interests of the indemnified Party, and (ii) the indemnified Party shall have the right, at its own expense, to participate in the defense of any Claim.

#### 13. Force Majeure

Neither Party will be considered in breach of the Agreement nor liable under the Agreement for any delays, failures to perform, damages or losses, or any consequence thereof, excluding any failure to pay any amounts due hereunder, caused by or attributable to any cause beyond the reasonable control of the Party claiming relief (each, a "Force Majeure Event"), including but not limited to the action by a governmental authority (such as a moratorium on any activities related to the Agreement or changes in government codes, ordinances, laws, rules, regulations, or restrictions occurring after the Effective Date), third-party labor dispute, flood, earthquake, fire, lightning, epidemic, war, act of terrorism, riot, civil disturbance, act of God, sabotage, fiber cut caused by a third-party or failure of a third party to recognize a permit, authorization, right-of-way, easement, right, license or other agreement obtained by Ceeblue to construct and/or operate any of its facilities or networks.

#### 14. Dispute Resolution

##### 14.1 Escalation

In the event of any claim, dispute, controversy, or other matter in question between the Parties arising out of or relating to the Agreement or the breach hereof, excluding any third party claims subject to indemnification pursuant to Section 12, but including any disagreements as to indemnification rights hereunder (each, a "Dispute"), such Dispute shall be referred to senior officers of each Party who must, within fourteen (14) days following such referral, use good faith efforts to attempt to resolve the Dispute. If the Parties cannot resolve any Dispute in accordance with this Section 14.1 within fourteen (14) calendar days, the Parties may seek judicial resolution and remedy of the Dispute.

##### 14.2 Limitations

Customer may not seek judicial resolution and remedy of any Dispute until the Parties have

complied with the procedures set forth in Sections 14.1.

#### 15. Notices

All notices required or permitted to be given under the Agreement shall be in writing, shall be given to the other Party and shall be deemed given to a Party when:

- 15.1 delivered to the appropriate address by hand or by overnight courier service (costs prepaid);
- 15.2 sent, if sent by e-mail, with delivery receipt;
- 15.3 received by the addressee, if sent by certified mail, return receipt requested;

#### 16. Miscellaneous

##### 16.1 Entire Agreement

The Agreement, together with all exhibits thereto, constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior representations, agreements, negotiations and discussions between the Parties with respect to the subject matter hereof.

##### 16.2 Amendments

Ceeblue may modify, supplement and/or otherwise amend the Agreement from time to time in Ceeblue's discretion, upon written notice to Customer, and such Amendment shall be effective upon such notification. Customer's continued use of any Services following such notice by Ceeblue of amendment of the Agreement will be deemed to constitute Customer's acceptance of such amendment. Except as expressly provided for herein, the Agreement may not be modified, supplemented or otherwise amended by Customer except pursuant to the written agreement of each Party.

##### 16.3 Assignment

Neither Party may assign or transfer its rights or obligations under the Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, except that either Party may assign the Agreement upon notice and without consent to (i) an Affiliate of such Party or (ii) a Person into which it is merged or consolidated or which purchases all of its equity interests or all or substantially all of its assets; provided that the assignee assumes all liabilities hereunder in writing prior to the effectiveness of such assignment. Any assignment or transfer without the required consent will be void and will be considered a material breach of the Agreement. Upon any permitted assignment, the assigning Party will remain jointly and severally responsible for the performance under the Agreement, unless released in writing by the other Party. For the avoidance of doubt, any such assignee must comply with the terms of Section 4.2. The Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

##### 16.4 Binding Provisions/Third Party Beneficiaries

The Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors,

heirs and permitted assigns, as applicable. Except as set forth in Section 12, the Parties agree that no provision of the Agreement is intended, expressly or by implication, to purport to confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date).

#### 16.5 Relationship

Nothing in the Agreement shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties, and neither Party shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

#### 16.6 Severability of Provisions

Each provision of the Agreement shall be considered separable; and if, for any reason, any provision of the Agreement is determined by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such determination shall not affect the enforceability of the remainder of the Agreement or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court of competent jurisdiction shall deem any provision of the Agreement too restrictive, the other provisions hereof shall stand, and the court shall modify the provisions at issue to the point of greatest restriction permissible by applicable laws.

#### 16.7 Waiver

The failure of a Party to exercise or enforce any right conferred upon it by the Agreement shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by a duly authorized representative of each Party.

#### 16.8 Remedies Not Exclusive

No remedy conferred by any provision of the Agreement is intended to be exclusive of any other remedy, except as expressly provided in the Agreement, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

#### 16.9 Attorney's Fees

If Ceeblue retains counsel for collection or enforcement of Customer's obligations hereunder or to represent Ceeblue in any bankruptcy, reorganization or, receivership proceedings, then Customer shall promptly reimburse Ceeblue for all reasonable attorneys' fees, costs and expenses incurred in connection therewith.

#### 16.10 Interpretation

References to sections and exhibits are to sections of, and exhibits to, the Agreement, unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of the Agreement. The singular number shall include the plural, and vice versa. Any use of the word "including" will be

interpreted to mean "including, but not limited to," unless otherwise indicated. All references to euros (including via the symbol "€") shall refer to the common currency European Monetary Union. References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its successors in interest and permitted assigns, as applicable.

#### 16.11 Inconsistency

In the event of any inconsistency between the terms of the main body of the Agreement there Terms and Conditions, the terms of the main body of the Agreement will govern to the extent of the inconsistency.

#### 16.12 Governing Law and Venue

The validity and effectiveness of the Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Netherlands. Subject to Section 14, any legal action or proceeding with respect to the Agreement shall be brought exclusively before the Netherlands Commercial Court located in Amsterdam, The Netherlands. Procedures shall take place in the English language. Each Party waives, to the fullest extent permitted by applicable laws, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to the Agreement and any claim that any such action or proceeding has been brought in an inconvenient forum. Service of process shall be made in any manner allowed by applicable laws.

*Last update: 31 October 2024*