LEGAL & COMPLIANCE

BSO General Terms & Conditions (T&C)

These terms and conditions (the "Agreement") govern Customer's ordering of BSO's products and services. By clicking the acceptance box and/or ordering BSO's products and services or accessing and using BSO's services, Customer agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions.

The purpose of the present General Terms of Service is to define the terms and conditions for the provision and use of BSO Services. These General Terms of Service form, together with all the documents which they make reference to, constitute a single agreement (hereafter the "Agreement") between BSO, and any physical or legal person, consumer or business, governed by private or public law, creating a Customer Account on the BSO Portal or by signing a Service Order or Order Form (hereafter known as the "Customer"). The Customer and BSO are individually and jointly known as the "Party" or "Parties", respectively. Expressions beginning with an upper-case letter are defined within the present General Terms and Conditions.

By using our Services, you are agreeing to these terms. Please read these General Terms and Conditions carefully.

DEFINITIONS

- "Agreement" means these General Terms and Conditions along with the Order Form or Service Order and associated schedules and terms.
- "Customer Commit Date" shall mean the date that Service will be available to customer, as set forth in the Customer welcome letter or such other written notice from BSO to Customer.
- "Service Order" or "Order Form" shall mean a request for Service submitted by Customer or an Affiliate of Customer in the form designated by BSO.
- "Initial Term" means the minimum period of time the Customer has agreed to receive and pay for the Services as defined on the Order Form. Where not defined, the Initial Term shall be for 12 months.
- "Start Date" means the target date for the commencement of the Services.
- "Affiliate" shall mean an entity that now or in the future, directly or indirectly controls, is controlled by, or is under common control with a party to this Agreement. For purposes of the foregoing, "control" shall mean the ownership of (i) greater than fifty percent (50%) of the voting power to elect the directors of the company, or (ii) greater than fifty percent (50%) of the ownership interest in the company.
- "Force Majeure Event" shall mean any circumstance not within a party's reasonable control including, without limitation (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing

an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; (vii) interruption or failure of utility service; and/or (viii) an accidental break in an optical fiber (typically due to new construction in the area) or any form of subsea cable disruption (typically due to damage caused by fishing vessels or other form of sabotage); (ix) environmental, weather or advert event causing obstruction or degradation of RF services after the effective date of this Agreement.

- "Service" shall mean any BSO service described in a service schedule and identified on a particular line item of a Service Order.
- "SLA" : shall mean the service level(s) for a Services pursuant to an applicable service schedule.

1 DELIVERY OF SERVICE

1.1 Framework

BSO and Affiliates of BSO shall deliver services to Customer and/or Affiliates of Customer. BSO agrees that Customer may, from time to time, request Affiliates of BSO to provide Service directly to Customer under this Agreement and in such a situation the Affiliate of BSO shall supply Customer such Service provided that these are ordered under an agreed Service Order between Customer and the relevant Affiliate of BSO.

1.2 Orders by Affiliates of customer

The Service shall be provided by BSO pursuant to this Agreement and shall be for the benefit of Customer, and any Affiliate of Customer

1.3 Submission of Service Order(s)

To order any Service, Customer may submit a Service Order requesting Services. The Service Order must include the applicable Service Order Initial Term, a description of the Service, non-recurring charges and any recurring charges for the Service.

1.4 Provision of Service

BSO will provide the Service to Customer in accordance with this Agreement and the applicable Service Order:

- To a standard that meets or exceeds the relevant SLA or the Service Order;
- Using reasonable care and skill.

And, when applicable;

- For IP Transit service, change peering arrangements from time to time to achieve optimal performance and efficiency.
- For colocation services, from time to time, gain access for maintenance and inspection. Within the colocation facility, Customer will conduct and operate within the rules imposed on BSO by the facility's management. BSO may relocate the Customer's equipment on giving reasonable notice. Upon termination of this Agreement for colocation services, the Customer shall remove all its equipment at its own cost, and pay the cost for restoring the space to the same condition as it was received.
- For connectivity Services, BSO will provide customer with a transparent circuit between the A and B points defined in the Order Form. Customer is responsible for providing any cabling, interfaces or equipment beyond these points, unless otherwise stipulated.

1.5 Term

This Agreement is entered into on the date of signature of the first Service Order or Order Form and shall continue until expiration of the last signed Service Order or Order Form, unless earlier terminated as provided herein. To the extent that the Service Order Initial Term for any Service is renewed, then this Agreement shall remain in full force and effect for such Service on the applicable terms of this Agreement until the expiration or termination of the relevant Service Order.

Each Service Order shall enter into force on the date BSO sends the Welcome Letter to the Customer confirming the delivery of the Service, and shall, unless stated in the Service Order to be for a different initial period, continue for a period of twelve (12) months thereafter ("Initial Term"), unless earlier terminated as provided herein. The Service Order Initial Term will be stated as "Duration" on the Service Order, but if not so stated will be a twelve (12) months period. At the end of the Initial Term, the Service Order shall automatically extend on a one (1) month rolling basis until terminated by either party upon not less than ninety 90 days' prior written notice to the other party.

1.6 Customer Premises

Customer shall allow BSO access to the Customer premises to the extent reasonably determined by BSO for delivery and installation, inspection and scheduled or emergency maintenance of facilities relating to the Service. Billing will start when BSO deliver its Services. If delivery of Services by BSO is delayed or impossible due to Customer or its end

users or third parties, BSO shall not be liable and billing shall start and Customer pay the agreed charges related to the Services. BSO shall notify customer at least five (5) business days in advance of any regularly scheduled maintenance that will require access to the customer premises or that may result in a material interruption of Service. Customer will be responsible for providing and maintaining, at its own expense, the level of power, environmental conditioning and air conditioning necessary to maintain the proper environment for the facilities on the customer premises. In the event customer fails to do so, customer shall reimburse BSO for the actual and reasonable cost of repairing or replacing any facilities damaged or destroyed as a result of Customer's failure. Customer will provide a safe place to work and comply with all laws and regulations regarding the working conditions on the Customer premises.

2 SERVICE AND SERVICE LEVEL

2.1 Service Interruptions and Delivery

BSO provides specific remedies regarding installation and performance of Service as set forth in the particular Service schedule ("Service Levels Agreement" or "SLA"). In the event of a failure to deliver Service in accordance with the SLA, customer's sole remedy for BSO's breach of obligations under this Agreement will be the payment of service credits in accordance with the terms of this Agreement and the applicable SLA. Customer agrees that the service credits are reasonable and proportionate to its legitimate interests in the Service being performed in accordance with this Agreement.

3 BILLING AND PAYMENT

3.1 Commencement of Billing

Upon installation and testing of the Service ordered in any Service Order, BSO will deliver to Customer a connection notice. BSO shall use reasonable efforts to give customer at least five (5) days' notice of the impending connection notice. Upon receipt of the connection notice, Customer shall have a period of five (5) business days to confirm that the Service has been installed and is properly functioning. Unless Customer delivers written notice to BSO within such five (5) days period that the Service is not installed in accordance with the Service Order and functioning properly, billing shall commence on the applicable Service commencement date, regardless of whether Customer has procured services from other carriers, and regardless of whether Customer is otherwise prepared to accept delivery of ordered Service.

3.2 Charges

The Service Order will set forth the applicable non-recurring charges and recurring charges for the Service. If Customer requests and BSO approves (in its sole discretion) any changes to the Service Order or Service after validation by BSO of the Service Order, including, without limitation, the Service installation date or Service commencement date, additional charges may apply. However, in the event that such Service requires BSO to install additional infrastructure, cabling, electronics or other materials in the provision of the Service, such Service Order may include installation fees that are payable by Customer in advance of the Service commencement date, as mutually agreed between the Parties. In the event Customer fails to pay such installation fees within the time period specified in the Service Order, the Customer Commit Date shall be extended as provided in the applicable Service schedule. In that case, BSO may:

- Issue a revised Customer Commit Date; and/or
- Suspend installation of the Service until receipt of such installation fees.

3.3 Payment of Invoices

Invoices are delivered quarterly or otherwise as set out in the Service Order. BSO bills in advance for Service to be provided during the upcoming quarter. All invoices are due thirty (30) days from the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is higher) beginning from the date first due until paid in full.

In each case, Customer shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by BSO in collecting past due balances.

3.4 Taxes and Fees

All charges for Service are exclusive of Applicable Taxes. Except for taxes based on BSO net income, Customer will be responsible for all direct and reasonable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes, fees, duties, charges or surcharges applicable to BSO from its suppliers or providers, however designated, imposed on, incident to, or based upon the provision, sale or use of the Service (collectively "Applicable Taxes").

3.5 Disputed Invoices

If the Customer reasonably disputes part of a BSO invoice, Customer will inform BSO, by sending a dispute notice to BSO account department, within 15 days of receipt of the invoice of this dispute by providing enough information about the reasons of this dispute. After this period, the invoice will be deemed accepted and due to BSO. The notice will specify the date, number and amount of the disputed invoice. If BSO determines, in good faith, that the

disputed charge is valid, BSO will notify Customer and, within five (5) business days of receiving BSO' notice, Customer must pay the full charge. If BSO determines, in good faith, that the disputed charge is valid, BSO will credit the Customer. In the event of a dispute, the undisputed amounts invoiced to the Customer as well as all other invoices will remain payable to BSO.

3.6 Suspension of Service for non-payment.
If customer does not pay an invoice (which is not disputed in good faith according to the terms of the Agreement):

3.6.1 within ten (10) days of the date a third legal notice is sent by BSO to the Customer, BSO may restrict Customer's access to any equipment that Customer owns which is located on BSO' premises;

3.6.2 within fourteen (14) days of the date a third legal notice is sent by BSO, BSO will be entitled, at any time thereafter (until payment is made), to disable or suspend the Service. If BSO does disable the Service, to re-enable such Service, BSO will charge a re-connection fee calculated in accordance with the Service Order; and

3.6.3 within thirty (30) days of the date a third legal notice is sent by BSO, BSO may terminate this Agreement and end the Service permanently and charge a de-installation charge calculated in accordance with the Service Order. If BSO terminates the Service in that way, Customer will still be responsible for Customers obligations under this Agreement, including the obligation to pay all outstanding amounts, all charges related to any Services provided by BSO up to the termination date, and all remaining monthly charges payable under the Service Order until the end of the Initial Term, and/or the renewal term of the Service Order.

3.7 Increase in Charges
BSO reserves the right to amend the charges in the following circumstances:

- In the event of any change in applicable law, regulation, decision, rule or order that materially increases the costs or other terms of delivery of Service.
- In the event of a significant increase in costs related to BSO's activities by its suppliers and or applicable regulations.
- If necessary due to inflation or international context.
- If a change of this kind is implemented, BSO will provide thirty (30) days prior notice of any resulting increase in the charges (including any increase in energy charges) and the date on which it will become effective. If Customer does not object within fifteen (15) days of receipt of notification by BSO of the increased costs, it will be deemed to have accepted said increase.
- In the event of any increase in costs that arises from BSO entering into a Subcontract. BSO will pass on such increase in costs without mark-up. BSO will provide fifteen (15) days prior notice of any resulting increase of such charges and the date on which it will become effective.

3.8 Termination Charges

3.8.1 Termination Charges during the initial period
Customer may cancel a Service during the Service Order Initial Term subject to a 90 days prior notice. In the event that Customer cancels the Service during Initial Term, Customer shall pay to BSO a cancellation charges as follows:
(a) the non-recurring charges (NRC), including any non-recurring charges that were waived by BSO at the time of the issuance of Service Order, for the cancelled Service; and
(b) One hundred percent (100%) of the remaining monthly recurring charges (MRC) that would have been due for the Service under the applicable Service Order.

3.8.2 Mutual Termination
Without affecting any other right or remedy available to it, either party may terminate this Agreement or any, one or more Service Orders (in whole or part) with immediate effect by giving written notice to the other party.

By the customer; if:

- BSO commits a material breach of any term of this Agreement, which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 60 days after being notified in writing to do so.
- Customer may terminate a Service Order if SLA is not met due to a Service affecting fault other than due to an excluded unavailability as per the SLA, on four (4) or more separate occasions of more than twelve (12) hours each in any thirty (30) day period. The duration of any interruption will commence when Customer reports an outage to the BSO Customer Service and will end when the Service is operative. Customer may only terminate Service that is unavailable, and must exercise its right to terminate any affected Service under this section, in writing, within thirty (30) days after the event giving rise to a right of termination hereunder.

- In the event Customer elects to cancel the Customer Order relating to the affected Service pursuant to this clause, customer shall have no right to, and BSO shall have no obligation to issue, any Service credit(s) for the discontinued Service.

BSO may terminate any Service Order and this Agreement if:

- Customer fails to pay any amount due equal to or in excess of (1) one MRC on the due date for payment and BSO has exhausted its internal debt collection procedure by sending final payment legal notice to the Customer.

- Customer has breached the Acceptable Use Policy available at: www.bso.co and remains in breach not less than five (5) days after being notified by BSO.
- - Customer repeatedly breaches any of the terms of this Agreement. Customer suspends, or threatens to suspend, payment of Services.
- Customer suspends, or threats to suspend its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.
- Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Customer with one or more other companies or the solvent reconstruction of Customer;
- A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of Customer with one or more other companies or the solvent reconstruction of Customer;

- Customer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business, provided that, where Customer and/or any Customer Affiliate undergoes an insolvency event, any right BSO has, pursuant to applicable laws, to terminate the Agreement and/or any Service Order or to restrict Customer and/or any Customer Affiliate's respective rights (in whole or part) under any Service Order, shall be suspended for as long as Customer's payment obligations continue to be complied with.

- BSO is required to terminate one or more Service Order(s) by a competent administrative or regulatory authority.

3.8.3 Insolvency

If the Customer becomes subject to an insolvency proceeding or is unable to pay its debts as they fall due, BSO may exercise its rights to terminate the affected Service Order for non-payment, subject to applicable insolvency laws. All amounts accrued up to the effective date of termination remain payable. Where such termination occurs before the expiry of the then-current Initial Term or renewal term, BSO may charge the Customer an early termination charge equal to 100% of the recurring fees that would have been payable for the remainder of that term, subject to applicable law.

4 LIABILITIES AND INDEMNIFICATION

4.1 Liabilities which cannot legally be limited. Nothing in the Agreement shall limit or exclude BSO's or the Customer's liability for:

(a) death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;

(b) fraud or fraudulent misrepresentation; or

(c) breach of any relevant laws or other liability which cannot be limited or excluded by applicable law.

4.2 Specific heads of excluded loss

Neither party shall be liable for the following types of loss: Loss of profits; loss of sale or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; indirect or consequential loss, whether or not arising out of the acts or omissions or negligence of a party, its employees or agents or whether or not caused by or arising out of the performance or failure to perform under any Service Order.

4.3 Limitation of BSO's liability under each Customer Order

Subject to clause 4.1, BSO's total liability to Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with each Service Order shall be limited to a hundred per cent (100%) of the total annual charges (calculated by reference to the Charges in successive twelve (12) month periods from the date of the relevant Service Order) paid by Customer under the relevant Service Order.

5 DATA PROTECTION

5.1 Data Protection Definitions.

For the purposes of this Section 5 the following definitions apply :

- **Data Protection Laws** means (i) the
- the EU General Data Protection Regulation ((EU) 2016/679) (also referred to as the "GDPR"), (ii) the British Data Protection Act, 2018 (also referred to as the "BDPA") (for United Kingdom related Personal Data) or any national implementing laws, regulations and secondary legislation and (iii) any successor legislation thereto.
- **"UK GDPR"** means GDPR Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (DPPEC Regulations), SI 2019/419 and the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020, SI 2020/1586.
- **"Data Subject"** shall have the meaning set out in the GDPR or BPDA, as applicable.
- **"EEA"** means the European Economic Area, which covers all member countries of the European Union, together with Iceland, Liechtenstein and Norway.
- **"Permitted Recipients"** means, in relation to each party, all or any of the following: (i) that party, (ii) that party's employees and (iii) any third parties engaged by that party to perform obligations in connection with this Agreement.
- **"Personal Data"** shall have the meaning set out in the GDPR or BPDA, as applicable.
- **"Personal Data Breach"** shall have the meaning set out in the GDPR or BPDA, as applicable.
- **"Processing"** (and other parts of the verb "to process") shall have the meaning set out in the GDPR or BPDA, as applicable.

5.2 Compliance with Data Protection Laws

Each party shall, and shall procure that its Affiliates and subcontractors shall, comply at all times with Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its applicable obligations under Data Protection Laws.

5.3 Processing by BSO

To the extent that BSO Processes Personal Data on behalf of Customer, the parties will complete with the relevant data processing details and with respect to such Processing, BSO shall:

5.3.1 Only Process Personal Data for the purpose set out in the Agreement or on the documented instructions of Customer;

5.3.2 Not disclose or allow access to Personal Data to anyone other than Permitted Recipients;

5.3.3 Ensure that all Permitted Recipients are subject to written contractual obligations concerning Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

5.3.4 Notify customer without undue delay after becoming aware of a Personal Data Breach;

5.3.5 Not transfer Personal Data outside the EEA unless (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 of the GDPR; or (iii) one of the derogations for specific situations in Article 49 of the GDPR applies to the transfer. Notwithstanding the foregoing, BSO is expressly permitted to and instructed by Customer that it may transfer personal data to any Affiliate of BSO and/or BSO subcontractor, subject to first ensuring that adequate protections are in place to protect the personal data consistent with the requirements of Data Protection Laws;

5.3.6 Remain entitled to appoint third party sub-processors. Where BSO appoints a third-party sub-processor, it shall, with respect to data protection obligations: (i) ensure that the third party is subject to, and contractually bound by, at least the same obligations as BSO; and (ii) remain fully liable to Customer for all acts and omissions of the third party, and all sub-processors engaged by BSO as at the date of this Agreement shall be deemed authorized;

5.3.7 In addition to the sub-processors engaged pursuant to clause 5.3.6 (above), be entitled to engage additional or replacement sub-processors, subject to: (i) the provisions of clause 5.3.6 (above), being applied; and sub-processor. BSO is unable to accommodate such objections within a reasonable period of time, which shall not exceed sixty days from receipt of Customer's written objection, either party may, subject to the payment of any termination fees, terminate within a further sixty (60) days from the date of the BSO's notice any current Service Order for the Service or parts of a Service Order with respect only to those elements of the Service which cannot be provided by BSO without the use of the objected sub-processor. If Customer fails to send such a termination notice to BSO within this deadline, this shall be considered as consent by Customer to the proposed sub-processing;

5.3.8 On Customer's reasonable request and at Customer's cost, assist customer to comply with requests from individuals exercising their rights under Data Protection Laws;

5.3.9 Assist Customer (insofar as it is reasonable to do so, taking into account the nature of the information available to BSO and restrictions on disclosing the information, such as confidentiality) to comply with Customer's obligations pursuant to Articles 32-36 of the GDPR (or such corresponding provisions of the Data Protection Laws), comprising (if applicable): (a) notifying a supervisory authority that Controller has suffered a personal data breach; (b) communicating a personal data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority;

5.3.10 Unless applicable law requires otherwise, return or delete Personal Data at the end of this Agreement or one or more Service Orders (except to the extent it is not reasonably technically possible or prohibited by law); and at Customer's cost and not more than once in any twelve (12) month period allow Customer reasonable access (subject to appropriate confidentiality undertakings) during normal business hours (and on reasonable notice) to perform audits of all such books and records retained to permit customer to determine whether BSO is compliant with the Data Protection Laws.

5.4 Data Protection Warranty

Customer represents and warrants to BSO that, with respect to any Personal Data processed pursuant to this Agreement, it has obtained all the necessary consents from Data Subjects to Process the Personal Data and to outsource the Processing of any Personal Data to BSO. Customer further represents and warrants that it is not aware of any circumstances likely to, and will not instruct BSO to process the Personal Data in any manner that is likely to, give rise to a breach of the Data Protection Laws.

6 GENERAL TERMS

6.1 Force Majeure

BSO shall not be liable, nor shall any credit allowance or other remedy be extended, for any failure of performance or equipment due a Force Majeure Event, provided that BSO shall:

As soon as reasonably practicable after the start of the Force Majeure Event notify the Customer in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the Force Majeure Event prevents, hinders or delays BSO's of its obligations for a continuous period of more than sixteen (16) weeks, the Customer may enter into commercial negotiations with BSO to find an alternative, and/or terminate this Agreement. No Force Majeure Events affecting the Customer shall relieve the Customer from its payments obligations towards BSO if BSO continues to provide services to Customer throughout the duration of the Force Majeure event. For the avoidance of doubt, Force Majeure it does not give the right to the Customer to an early cancellation of the Services or to terminate the Service Order(s) in place, nor delay or withhold any payment due if BSO continues to provide the Services.

6.2 Assignment and Resale

Neither party may assign, novate or transfer any of its rights or obligations under this Agreement to any third party without the other's prior written consent (such consent not to be unreasonably withheld or delayed), except:

BSO may do so to any BSO Group Member, Affiliates and subsidiaries or branches, without prior written notice to customer.

6.3 Acceptable Use Policy. Customer's use of Service shall at all times comply with BSO's Acceptable Use Policy and Privacy Policy, as amended by BSO from time to time and which are also available through BSO web site at www.bso.co. BSO will notify Customer of complaints received by BSO regarding each incident of alleged violation of BSO Acceptable Use Policy by Customer or its third parties.

6.4 Non- Disclosure

Any information or documentation disclosed between the Parties during the performance of any Service Order shall be subject to the terms and conditions of the applicable non-disclosure agreement then in effect between the Parties if any. Alternatively, each party (the "Receiving

Contact.legal@bso.co

Party") shall use its reasonable endeavours to keep confidential the Confidential Information and will not use any Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. This section shall survive termination of this Agreement for whatever cause. During the term of this Agreement the Receiving Party may disclose the Confidential Information to its employees, officers, advisers, agents, representatives and sub-contractors (any such person collectively referred to herein as the "Recipient") to the extent that it is reasonably necessary for each Recipient to know the Disclosing Party's Confidential Information in order to perform its obligations under this Agreement. The Receiving Party shall procure that each Recipient is made aware of and complies with all the Receiving Party's obligations of confidentiality under this Agreement as if the Recipient was a party to this Agreement. Each Party shall give notice to the other of any unauthorised misuse, disclosure, theft or loss of the other Party's Confidential Information immediately upon becoming aware of the same. The obligations contained in this section shall not apply to any Confidential Information which is (i) at the date of this Agreement already in, or at any time after the date of this Agreement comes into, the public domain other than through breach of this Agreement by the Receiving Party or any Recipient; is lawfully received to the Receiving Party or any Recipient without restriction by a third party having a bona fide right to do so; (ii) required to be disclosed by the Receiving Party by law, by court, governmental or regulatory requirements of any stock exchange, provided that the Receiving Party shall give the Disclosing Party as much prior notice as reasonably practicable and permissible of the requirement for such disclosure; or (iii) is independently developed by the Receiving Party, without access to or use of such Confidential Information. All tangible forms of Confidential Information, including, without limitation, all summaries, copies, excerpts of any Confidential Information whether prepared by the Disclosing Party or not, shall be the sole property of the Disclosing Party, and shall be immediately destroyed on the termination of this Agreement (whichever is earlier). The Receiving Party shall not copy, reproduce, publish or distribute in whole or in part any Confidential Information without the prior written consent of the Disclosing Party.

Neither Party makes any representation or warranty, express or implied, including, without limitation, as to the accuracy and completeness of the Confidential Information. Neither Party is liable to the other Party or another person in respect of the Confidential Information or its use. Except as expressly set out in this Agreement, nothing contained in this Agreement shall be construed as granting any ownership, licence, intellectual property or other right to the other Party's Confidential Information or to any invention or discovery derived from or improvement made to such Confidential Information, whether conceived or created prior to or after the date of this Agreement. Each Party acknowledges that breach by it of this Agreement may cause irreparable injury to other Party, which injury will be inadequately compensable in damages. Confidential information remains the exclusive property of the party which communicates it. At the end of one or more Service Order(s), or on request, each party undertakes to return to the other party all confidential information in its possession and belonging to the disclosing party, or to certify that it has been destroyed within 30 days following the request for return or destruction.

6.5 Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the competent jurisdiction with regard to the BSO entity providing the Services as mentioned in the Service Order.

6.6 Relationship of the Parties

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

6.7 No Waiver

No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s).

6.8 Severability

If any provision of this Agreement shall be declared invalid or unenforceable under applicable law, said provision shall be ineffective only to the extent of such declaration and shall not affect the remaining provisions of this Agreement. In the event that a material and fundamental provision of this Agreement is declared invalid or unenforceable under applicable law, the Parties shall negotiate in good faith respecting an amendment hereto that would preserve, to the fullest extent possible, the respective benefits and burdens imposed on each party under this Agreement and/or any Service Order as originally executed.