

Applicable to every service, product or software provided by Root S.A.

These General Terms and Conditions and the Specific Terms and Conditions shall be interpreted and applied together as a single instrument (the "Agreement").

This agreement shall become effective as of the date of (1) the Customer electronic signature or (2) the activation of the Customer's account or (3) receipt by the Customer of an e-mail from ROOT confirming the Customer order, whichever happens first.

The Agreement between ROOT and the Customer sets forth the legal rights and obligations governing ROOT offering, provisioning and delivery of the Services and the Customer's receipt and use thereof.

The Agreement in its entirety shall consist of: these General Terms and Conditions, the Order Form, each applicable Specific Terms and Conditions and any applicable additional Terms of Use and/or License pertaining to the software provided under this Agreement.

In the event of an inconsistency between a term or condition contained in any document(s) comprising the Agreement, including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

1. The Order Form properly executed by authorized representatives of both ROOT and the Customer;
2. The applicable Specific Terms and Conditions, including any exhibits and
3. The General Terms and Conditions

THESE GENERAL TERMS AND CONDITIONS, AS WELL AS THE SPECIFIC TERMS AND CONDITIONS, MAY BE OBTAINED BY THE CUSTOMER AT ALL TIMES BY REQUESTING THEM TO ROOT. THEY MAY BE MODIFIED BY ROOT AT ANY TIME AS PERMITTED OR REQUIRED BY LAW. ROOT SHALL PROVIDE THE CUSTOMER WITH AT LEAST FIFTEEN (15) DAYS PRIOR NOTICE OF ANY CHANGES THAT WOULD MATERIALLY AND ADVERSELY AFFECT THE CUSTOMER SO THAT THE CUSTOMER MAY ELECT TO DISCONTINUE THE SERVICE AND AVOID THE EFFECTS OF THE CHANGES. ROOT NOTICE MAY BE DELIVERED BY: (1) A MESSAGE INCLUDED WITH THE INVOICE; (2) POSTAL MAIL; (3) PHONE CALLING AND SPEAKING TO THE CUSTOMER; (5) MESSAGE IN THE CUSTOMER ACCOUNT OR (4) E-MAIL. THE CUSTOMER SHALL BE BOUND BY CHANGES AFTER THEY BECOME EFFECTIVE.

Definitions

- Bandwidth means the rate of data transmission in bits per second using ROOT Equipment.
- Business Hours means 8 am to 12 am and 2 pm to 7 pm (UTC)
- Customer means a person, firm, corporation or any other entity who places an order for a ROOT Service by means of an online or written order form and who is responsible for compliance with all the Customer obligations set forth in the Agreement, including the duty to pay for the Service.
- Customer Content means the data, text, images, graphics, videos, logos and other content and material used by the Customer in conjunction with the Service.
- Customer Hardware means the servers, computers system and connecting lines and cables installed in the Rack Space within the scope of the Housing Services and clearly labeled as the Customer's property.
- Database means both the database server software, and the database itself necessary to perform webhosting.
- Datacenter means the facility used to house computer systems owned, leased or licensed by ROOT.
- Dedicated Server means dedicated physical server with specific technical specifications and functions.
- Domain Name means the Internet address registered and maintained by the Customer and necessary for several services offered by ROOT.
- Email Address means a mailbox identifier provided by ROOT as part of the Email Services.
- End-User means any person or entity that receives or uses the Service, irrespective of whether such person or entity is authorized by the Customer to receive or use the Service.
- Fees: means any fee the Customer shall pay for the provision of the Service by ROOT.
- Operating System means software installed and ran on a server for the execution of various application software.
- Order Form means the part of the Agreement that shall be executed by ROOT and the Customer either electronically or in writing and, which among other things, identifies the Service to be provided as well its technical specifications.
- Party or Parties means the Customer or ROOT individually or both collectively.
- Payment means definitive receipt of the sums due by the Customer on ROOT' account.
- Power Supply means the electrical power provided by ROOT to the Customer as part of the Service.
- Rack Space means a designated area in the Datacenter.
- Recurring Fee means the fees invoiced to the Customer by ROOT for the use and/or provision of the Service on a cycling basis such as monthly, yearly or else.
- Remote Access Service means the distant access to the Dedicated Server offered by ROOT as part of the Server Services.
- ROOT means Root SA, the limited company of Luxembourgish Law (R.C. Luxembourg B92268) established at 35, rue John F. Kennedy, 7327 Steinsel, Grand Duchy of Luxembourg
- ROOT Equipment means the computer systems, and all associated components owned, leased or licensed by ROOT and which are made used by ROOT to provide the Services.
- ROOT Network means the Internet telecommunication network used by ROOT to provide the Service to the Customer.
- ROOT Website means the websites via the following address: www.root.lu
- Service or Services mean the products and services provided by ROOT and/or ROOT's affiliates, agents, or assigns at any given time, including but not limited to web hosting, e-mail, domain registration, and any associated support services, which

services may be changed, amended, and/or otherwise altered at any time by ROOT at its sole discretion.

- Service Start Date means the date when ROOT notify the Customer that the Service is available for their use.
- Shared Rack Space means a designated area shared by several customers of ROOT in the Datacenter
- Specific Terms and Conditions mean the terms and conditions additional to these General Terms and Conditions which apply to a Service ordered or used by a the Customer.
- Underlying License or Lease means the agreement between ROOT and the Datacenter landlord.
- Virtual Private Server means a partition of a physical server with certain limited server functions
- Working Day means a normal workday within the meaning of Luxembourg civil law, excluding, among others, weekends and legal holidays.

Article 1: Interpretation

1.1 The headings used in the Agreement are inserted for convenience only and are not intended to be part of nor to affect the meaning or interpretation of any of the Agreement.

1.2 In the Agreement the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.

1.3 The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.

1.4 The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

1.5 The Agreement (as varied in accordance with its terms) forms the entire understanding of ROOT and the Customer in respect of the matters dealt within it and supersedes all previous agreements, understandings and negotiations between ROOT and the Customer.

1.6 References in these Conditions to articles mean articles of these Conditions. References in these Conditions to the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted.

Article 2: General information

2.1 The main objective of these General Terms and Conditions is to set forth the conditions under which ROOT provides the Services to the Customer.

2.2 The Customer expressly acknowledges having read and understood these General Terms and Conditions as well as any document comprising the Agreement. The same shall apply to any third party to whom the Customer will make directly or indirectly benefit from the Service. By placing an order using the Order Form, the Customer accepts the Agreement in its entirety and without reservation. The Agreement shall remain in effect for the entire term of the contractual relationship and any events or circumstances arising there from.

2.3 Only the English version of the Agreement is binding upon ROOT and the Customer. Any translation hereof that is available on the ROOT website is provided for informational purposes only; for the avoidance of doubt, only the English version shall apply and prevail in any and all interpretation including but not limited to in a court of law.

Article 3: Establishment of the contractual relationship

3.1 Order Form

The offering, provisioning and delivery of the Services are subject at all times to the receipt and acceptance by ROOT of an Order Form subject to the terms and conditions described below.

The Customer's request for Services is embodied by completion of an Order Form available on ROOT Website and/or on request to ROOT. Pursuant to Article 3 hereof, submission of an Order Form to ROOT constitutes acceptance of the Agreement terms by the Customer in their entirety without any possibility of withdrawing such acceptance in whole or in part.

In addition, by submitting the Order Form, the Customer implicitly accepts in advance and without reservation the legal, administrative and technical rules and regulations that are applicable to the Service specified in the Order Form submitted by the Customer.

Notwithstanding the foregoing, if the Customer receives and uses Services without a duly executed Order Form, the Customer nevertheless shall be deemed to have accepted, and therefore will be bound by, all the applicable terms and conditions pertaining to the Services received and used.

3.2 Conclusion of the contract

The Order Form executed by the Customer (who shall have full legal competence to enter into a contract) shall only constitute a definitive order upon payment in full of the required emoluments for the Services.

The Customer shall receive a confirmation of receipt of their order within a reasonable delay except insofar as ROOT declines to accept the order for reasons specified herein or for any other cause deemed reasonable by ROOT. The Customer shall be deemed implicitly to have received such confirmation pursuant to the provisions of article 3.3 below.

With regard to any territoriality issue that may arise hereunder, the Agreement shall be deemed to have been concluded at ROOT's head office, as indicated in the Definitions herein. The Customer agrees that performance of the Service shall begin prior to the conclusion of the legally allowable cancellation period, which means that the Customer will not be entitled to cancel his order after having submitted it.

ROOT hereby expressly stipulates that for the purposes hereunder, the Customer is the natural or legal person that executes the Order Form. If a Customer acts on behalf of a legal person, the Customer shall nonetheless be responsible for such legal person's compliance with and fulfilment of the terms of the Agreement, as well as for the payment of any invoice arising from any order that the Customer may have placed.

3.3 Handling of Customer Details and acceptance thereof

The Customer agrees that proper communication between them and ROOT on a regular basis is essential to their proper use (including passive use) of the Services. Accordingly, the Customer must properly consult and acknowledge any relevant information transmitted by ROOT.

To this end, and in order to allow ROOT to reach the Customer as well as to provide the Services in a proper manner, the Customer agrees to provide ROOT with current and updated address information. Such information shall consist of the Customer's email address, postal address, valid phone number at which the Customer can be reached from 9 a.m. to 9 p.m. GMT/UT (the "Customer Details").

In accepting the General Terms and Conditions, the Customer agrees that all email sent to the Customer by ROOT shall be deemed to have been received and read, immediately upon error-free transmission of such email to the email address provided by the Customer in their Order Form by ROOT email servers.

Article 4: Service Provision

4.1 ROOT will use its reasonable endeavors to provide the Services in accordance with any timescale set out on the Order Form, but will not be liable to the Customer where, based on those reasonable endeavors, it fails to meet any timescale.

4.2 ROOT will not be liable for any failure to provide the Services resulting from any breach by the Customer or its employees, agents or subcontractors of the Agreement.

4.3 ROOT will not be obliged to provide any services not referred to on the Order Form. Furthermore, ROOT cannot provide the Services where the Customer makes use of incompatible Hardware.

4.4 The terms of the Agreement form the entire agreement between ROOT and the Customer in relation to the Services and all other understandings, agreements, warranties, conditions, terms or representations, whether express or implied, statutory or otherwise, are excluded to the fullest extent permitted by law. The Customer may not rely upon any representation made or given by any employee of ROOT prior to the Agreement being entered into unless confirmed in the Agreement.

4.5 ROOT reserves the right at any time and from time to time improve, correct or otherwise modify all or any of the Services including substituting Software and/or Equipment. ROOT will endeavour to give the Customer reasonable notice of any such modification, where this is reasonably practicable.

Article 5. Login name and password

Upon receipt of their first order by ROOT, the Customer will be provided with a login and password automatically generated by ROOT which the Customer must change after its first log-in.

This login and password shall enable the Customer to identify itself to ROOT's servers and to carry out various operations such as ordering Services, renewing Services, paying Customer's invoices.

Any modification in the Customer's account shall be subject to entry of the Customer's login name and password.

The Customer shall bear sole responsibility for the management and preservation of the login name and password that they have elected.

Any instructions received by ROOT that includes the Customer's login name and/or password shall be presumed to have been submitted by the Customer. Hence, ROOT cannot be held responsible for any fraudulent use of such login name and/or password, which are personal and confidential elements that the Customer shall not disclose to any third party under any circumstances.

In the event of loss or theft of the Customer's password, or if the Customer has reason to believe that its password has been disclosed to any third party, the Customer shall modify its password without delay.

Additionally, the Customer shall notify ROOT in writing of any change in the Customer's legal or business status (particularly any change of address) pursuant to Article 3 hereof. Any failure on the Customer's part to fulfil this reporting obligation could prevent ROOT from providing the Services in a proper and professional manner, inasmuch as ROOT needs to know the exact identity of the Customer in order to send them information for operations such as Services renewal.

Article 6. Services Limitations and suspension

6.1 Courtesy Services

Unless expressly specified otherwise in the Order Form, all services such as Backup, Antispam, Domain Name Availability Service and Control Panel are provided for the courtesy of the Customer. It is the sole responsibility of the Customer to maintain the Customer's own backup of any data. ROOT is not responsible for any loss of data due to the direct or indirect action of a third party software that is not developed and maintained by ROOT technical team. For the avoidance of doubt, it is expressly stated here that software used to provide the Control Panel to the Customer are not developed and maintained by ROOT.

6.2 Availability of ROOT Equipment and Network

The Service provision is subject to the availability of all necessary equipment, including those acquired, leased or rented by ROOT from other entities (« ROOT Equipment»). ROOT may, at its sole discretion, decline to accept a Service order if ROOT determines that, based on its existing Equipment at the time of the order and its current and forecasted need to provide other Services, it requires the available Equipment for other Service needs. ROOT may therefore limit its provisioning of the Service, if necessary, in order to manage the ROOT Network and any necessary operation in an efficient manner and to meet the reasonable Service expectations of its existing and future customers based on current and projected available Equipment capacity. In addition, ROOT may restrict or allocate the Service among customers, when necessary, due either to Equipment shortages or causes beyond ROOT's control.

Unless otherwise expressly agreed by the Parties and specified in the Order Form, the Datacenter and more generally the Equipment used to provide the Service shall be of ROOT exclusive choosing. In no event will title to the Equipment vest in the Customer.

6.3 Services Modification or Addition

Any modification or addition to the Services requested after the signature of the Agreement but in the framework of the Agreement shall be subject to a written acceptance of ROOT and governed by the same General Terms and Conditions and Specific Conditions as set forth in the Agreement, unless otherwise agreed between the Parties.

In its sole discretion and without liability to the Customer, ROOT may: (a) alter the methods, processes or suppliers by or through which it provides the Service; (b) change the Equipment used to provide the Service; or (c) substitute comparable Service for that being provided to the Customer. If necessary due to the potential impact on affected customers, ROOT will provide prior notice of any alterations, changes or substitutions.

6.4 Services Suspension

ROOT may, without notice and without incurring any liability, discontinue the provision of the Service if: (a) it determines such action is necessary to (i) prevent or protect against fraud, tricks, tampering, schemes, false credit devices, electronic devices, or any other fraudulent means or devices, (ii) protect its personnel, agents, facilities or services, or (iii) protect against actual or potential adverse financial effects; (b) in case of legal obligation, judicial or governmental request, or request from a duly competent regulatory or administrative authority (c) in case of urgent work in the Datacenter and/or on the ROOT Network and/or on ROOT Equipment (d) the Customer fails or refuses to provide information regarding the Customer's creditworthiness, its past or current use of the Services, the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (e) the Customer provides false information to ROOT regarding the Customer's identity, address, creditworthiness, past or current use of the Service, or the jurisdictional nature or characteristics pertaining to its use or planned use of the Service; (f) the bandwidth or computer memory used by the Customer in relation to the Services exceeds any agreed or stipulated level and ROOT determines in its sole discretion that suspension is necessary to protect ROOT Equipment and/or Network; (g) failure or deficiencies in the Customer Hardware including but not limited to server corruption and security breaches; (h) if ROOT have reasonable grounds to believe that the Customer uses or threatens to use the Service in a fraudulent and/or unlawful and/or criminal manner or in a manner which could prejudice ROOT, especially but not limited to, in case of possible infringement of Articles 383, 454 and following of Criminal Code of Luxembourg (Code Pénal luxembourgeois) (i) if the Customer becomes insolvent, makes assignments for the benefit of creditors, files for bankruptcy or reorganization, fails to discharge an involuntary petition for bankruptcy within the time permitted by law, or otherwise abandons the Service, (j) in case of Force Majeure, as defined in article 19 hereafter.

Notwithstanding the foregoing, ROOT shall make its best efforts to notify the Customer of the suspension within a reasonable prior delay. Additionally, ROOT shall make its best efforts to limit the suspension period.

6.5 Condemnation or Loss of the Datacenter

ROOT may, with notice to the Customer, suspend or terminate the Service following the condemnation of any material portion of the Datacenter used to provide the Service or if a casualty renders all or a material portion of such Datacenter inoperable and beyond feasible repair.

6.6 Customer's Obligation To Pay

The suspension of the Service pursuant to this article 6 does not relieve the Customer of its obligation to pay ROOT for the Service provided up to the time of suspension. For the avoidance of doubt it is expressly understood by the Customer, that any suspension for any cause will not relieve the Customer from paying all Fees applicable to the Service until the end of the Initial or any Renewal Term, the Customer will be obligated to pay ROOT as if they had terminated the Service for their convenience.

In all instances, ROOT shall not be held responsible or liable for any consequences and/or damage that the Customer may suffer due to a Service suspension.

Article 7: Service Delivery

The Customer acknowledges that, given the nature of the Services, ROOT cannot guarantee that the Services, when delivered via the Internet, will be uninterrupted or error free. ROOT shall therefore act as a professional IT service provider but shall not guarantee the continuity of the Services or their performance.

To the fullest extent permitted by law and save as provided elsewhere in the Agreement, the Services are provided by ROOT to the Customer on an "as is" and "as available" basis and no warranty or representation (express or implied) of any kind are given in connection with the Agreement including as to satisfactory quality and fitness for a particular purpose. In particular, ROOT gives no warranty or representation that (a) the Services will meet the Customer's requirements and/or (b) the Services will be provided on an uninterrupted, timely, secure or error-free basis; and/or (c) any results obtained from use of the Services will be accurate, complete or current.

ROOT warrants that it will provide the Services with reasonable care and skill and in a workmanlike manner. ROOT shall however not be liable for a breach of such warranty unless the Customer notifies ROOT in writing of such failure within fourteen (14) days of the Customer becoming aware of the failure.

If the Customer makes a valid claim against ROOT based on a failure by ROOT to comply with the warranty set out in article 6.2 ROOT may, at its option, take such steps as it deems necessary to remedy such failure or refund such part of the Fees as relates to such Services, provided that the liability of ROOT under such warranty will in no event exceed the amount of the Fees paid to ROOT by the Customer (excluding VAT and expenses) in the two (2) months period prior to the date on which the Customer makes the claim. If ROOT complies with this article, it will have no further liability for a breach of the said warranty.

Article 8: Support service

8.1 Any request from the Customer for technical support shall be sent to ROOT, via the dedicated area available in the Customer's account and only when this means of communication will not be available by email at one of the following addresses depending on the Services provided by ROOT: at support@server.lu or support@site.lu

8.2 Unless otherwise agreed between the Parties and specified in the Order Form, ROOT shall provide support during Working Days only, between 8 a.m. to 12 a.m. and between 1 p.m. and 5 p.m. GMT/UT (« Support Hours ») and if possible reply to the Customer request for support during the Working Day following the day during which the request have been received.

8.3 ROOT support shall be covered through a ticket system. For every half Support hour, one ticket will be charged. Every started half Support Hour is due in full. The cost of each ticket shall be specified in the Order Form.

8.4 While providing support services, ROOT shall use its best efforts but shall not guarantee any result.

Article 9. Tariff, Invoicing, Payment

9.1 General provisions

Unless otherwise specified, all fees are net, in euro (EUR) and exclusive of VAT. VAT, all similar taxes and all payment costs shall be paid by the Customer. ROOT reserves the right to adapt its fees at any time to take into account any factor such as any new or modified requirements imposed by its suppliers, any monetary parity that may take effect, or any

supplementary taxes that may be levied. ROOT shall inform the Customer of such adaptations, if possible prior to their application. ROOT may modify the applicable fees and charges on not less than fifteen (15) days prior notice to the Customer. Except as expressly provided otherwise in the Order Form, the rates and fees for the Service shall be effective during the Initial Term of the Service and during any Renewal Term. For any period started either monthly, yearly or else, every period started is due in full. For any Service paid per hour, every started hour is due in full.

9.2 Invoicing

The Customer agrees that any invoice for Services provided by ROOT shall be transmitted to the Customer electronically to the email address provided by the Customer in its Contact Information. The Customer shall be entitled to ask ROOT to send the Customer a printed invoice, in consideration of the applicable administrative fee. In view of the fact that the email address provided by the Customer in their Contact Information must be valid, active and available seven (7) days a week, the Customer shall not be entitled to lodge any claim with ROOT in the event an emailed invoice is not received. In addition, ROOT shall indicate in the Customer's account, for the Customer's information, all invoices that have been issued to the Customer's account, as well as the payment statuses of such invoices.

9.3 Recurring Fee

For the provision of the Service, the Customer shall pay a recurring fee (the «Recurring Fee»). The Recurring Fee is based on the Service selection made by the Customer in their Order Form.

9.4 Non-Recurring Fee

The Customer shall pay a one-time fee for the Service including, but not limited to, fees for the Service installation, or any special fees such as charges for overconsumption of bandwidth, Power Supply or else for which the Customer becomes responsible. (the «Non-Recurring Fee»)

9.5 Fees imposed By Other Suppliers

If an entity imposes fees on ROOT in connection with the provisioning of the Service to the Customer, such fees will be invoiced by ROOT on a pass-through basis to the Customer.

9.6 Invoicing and Payment

The Recurring and Non-Recurring Fees are due from the order date. The Recurring Fee shall be charged at the beginning of each monthly and/or yearly period in advance.

The Customer accepts that the invoicing frequency may be changed at any time by ROOT.

The setup costs shall be invoiced in full on the Order Form acceptance date and paid before the installation of the Services by ROOT.

ROOT support services shall be charged after the intervention or after closing of one or several intervention tickets mentioned in article 8 here above.

Unless otherwise agreed in writing by the Parties all payment shall be made within seven (7) days following the date specified on the invoice. (the "Payment Deadline")

Payment of the invoices shall be made at the head office of ROOT and in euro (EUR). Any additional fee attached to the payment shall be at Customer's expense. Foreign payments shall be carried out at the transferor's expense (for example, foreign bank transfers shall bear the indication "our cost" or "OUR"). The net amount received by ROOT shall be strictly equal to the price due by the Customer.

Where the Customer authorizes payment of any of the Fees by credit and or debit card then ROOT may deduct other amounts becoming payable to it under the Agreement from that credit or debit card without obtaining additional authorization from the Customer.

9.7. Payment Delay

Any invoice or amount not paid upon falling due shall be subject, without formal notice, to monthly interest charges amounting to 10 per cent (10%) of the unpaid amount, and aggregating until the outstanding amount is paid in full.

Additionally ROOT shall be entitled without formal notice to (a) invoice administrative costs amounting to seventy-five euros (75 EUR) by overdue invoice and (b) suspend the Services and/or (c) terminate the Agreement, with retention of the Customer Hardware without reimbursement of all sums already paid, even in advance.

If the Customer's account bares an unsettled invoice ten (10) days after its due date, said Account will be suspended. If a further invoice falls due during the suspension of the Customer's account then this will be added to outstanding balance owed by the Customer.

If the Customer's account bares an unsettled invoice twenty (20) days after the due date, said invoices will be passed onto a Debt Recovery Agency, where additional recovery charges and court cost may accrue.

Without prejudice to any other of its rights and remedies, ROOT will be entitled to remove the Customer's data from ROOT Equipment and/or put the Equipment to any use other than the Customer's if any amount due under the Agreement is not paid within sixteen (16) days of its due date for payment. ROOT is not required to back up such data or return the same to the Customer prior to any such removal or following termination of the Agreement.

9.8 Customer Responsibility for Payment

The Customer shall pay ROOT for the Services at the applicable Recurring, Non- Recurring and usage rates and fees established from time to time by ROOT. The Services requested by the Customer in their Order Form shall identify the type and quantities of the Service desired, the requested term of the Service and such other information required by ROOT to provision and invoice the Service.

9.9 Invoicing Errors

ROOT's obligation with respect to any errors resulting in the Customer overpayments for the Service is limited to granting invoice credits equal to the amounts erroneously billed. Under no circumstance will any invoicing error affect the Customer's obligation to pay for the Services rendered and used.

Article 10: Property Retention

Any product purchased by the Customer from ROOT shall remain ROOT's property until reception by ROOT of the payment of the entire purchase price including all interests, costs and incidental expenses.

Article 11: Intellectual Property

The Customer acknowledges and agrees that they will not own nor acquire any rights under this Agreement in any Intellectual Property or related rights to the Services or created in performing the Services and that they will have no other rights in or to the Services other than the rights expressly granted by the Agreement.

Article 12. Term and termination effects

12.1 Term and Renewal

The initial term of the Service shall be as set forth in the Order Form ("Initial Term") and shall begin on the Service Start Date. If no Initial Term is set forth in the Order Form, the Initial Term of the Service shall be one (1) year. If neither the Customer nor ROOT cancels or terminates the Agreement before the end of the Initial Term or any Renewal Term, the Agreement, unless otherwise provided in the Order Form, shall automatically renew for an

identical term pursuant to the rates, terms and conditions contained in the Agreement.

If the Customer notifies ROOT of its intent to terminate the Agreement, the actual termination of the Agreement will not occur until at least thirty (30) days after receipt of the Customer's notification. If the Customer has chosen to subscribe to the Service for a minimum term or for a minimum committed usage amount, and the Customer terminates the Agreement before the end of the Initial Term or any Renewal Term before satisfying the minimum, or if the Agreement is terminated by ROOT for cause, the Customer shall be subject to an applicable early-termination fee or committed usage amount shortfall fee amounting at least to the sum of the Recurring Fees to be paid until the anniversary date of the current Term. If the Term of the Agreement is monthly, either party may terminate the Agreement by providing the other party with written notice of termination at least ten (10) days prior to the intended termination date.

12.2 Termination

This Agreement may be terminated or cancelled at anytime by:

- The Customer as provided in article 12.1; or
- ROOT in the event of late payment by the Customer as foreseen in article 9 here above; or
- ROOT, at any time, without notice, if, in ROOT's sole and absolute discretion and/or judgment, the Customer is in violation of any term or condition of this Agreement and related agreements, or Customer's use of the Services disrupts or, in ROOT's sole and absolute discretion and/or judgment, could disrupt, ROOT's business operations and/or;
- ROOT, by giving the Customer as much prior notice as reasonably practicable if the Services become prohibited by applicable law, or become impractical or unfeasible for any technical, Terms of Service or regulatory reason; or
- ROOT, immediately, if ROOT determines that the Customer's use of the Services or the Customer Content violates any terms of the Agreement.

12.3 Termination effects

If the Customer terminates this Agreement, upon proper notice to ROOT, prior to the end of the Initial Term or any Renewal Term thereafter, the Customer shall be obligated to pay all Fees and charges for all Services for each period remaining in the then-current Term.

Any cancellation request shall be effective thirty (30) days after receipt by ROOT, unless a later date is specified in such request.

If ROOT cancels this Agreement for cause, ROOT may charge the Customer 100% of all charges for all Services for each period remaining in the then-current Term and ROOT shall have the right to charge the Customer with an early-termination fee of a minimum of fifty euros (€ 50).

For the avoidance of doubt, it is expressly understood by the Customer that no refund shall be granted for an early termination.

UPON TERMINATION OF THIS AGREEMENT FOR ANY CAUSE OR REASON WHATSOEVER, THE CUSTOMER CONTENT AND OTHER DATA IS DELETED UPON TERMINATION. Accordingly, the Customer should always maintain back-up copies of the Customer Content and data so the Customer may use such copies elsewhere after such termination.

Upon termination of the Agreement, if the Customer does not wish to keep the Domain Name registered as part of the Service, ROOT will take possession of the Domain Name and dispose of it as ROOT may see fit.

12.4 Customer Hardware removal

Upon termination, and if applicable the Customer, at its expense, will receive written notice from ROOT establishing a time period within which the Customer must remove the Customer Hardware from ROOT premises. The Customer Hardware not timely removed shall be deemed

to have been abandoned by the Customer and shall become the property of ROOT to do with as it sees fit.

Article 13. ROOT Responsibility – Indemnification (liability and warranty)

13.1 Direct and indirect damages

Even if advised of the possibility of losses or damages, ROOT shall not be liable, except as set forth herein, for any losses or damages resulting from: (a) its provisioning of the Service to the Customer; (b) any act or omission of the Customer, those using the Customer's Service or third party entities providing products used in connection with the Service; or (c) the loss or destruction of the Customer data resulting from the use of the Service.

ROOT shall solely be liable to the Customer for any property damage to the Customer Hardware and/or Content caused by its gross negligence or willful misconduct but in no event shall ROOT liability be greater than an amount equal to the sum of the payments made by the Customer to ROOT during the month immediately preceding the event for which losses or damages are claimed. By entering into the Agreement and remaining a ROOT' customer, the Customer manifests its acceptance of this limitation on direct damages as fair and reasonable.

13.2 Delays

ROOT shall not be liable to the Customer for losses or damages resulting from its inability to provide the Service or from any delay in meeting a scheduled Service Start Date. If there is a delay in the Service installation, the Customer's exclusive remedy is set forth in the applicable Specific Terms and Conditions.

13.3 Facilities, services, equipment or systems of third parties

ROOT shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment or systems used in connection with the provision of the Services that are under the control of the Customer or any third party, even if ROOT have acted as the Customer's agent in procuring such facilities, services, equipment or systems from third parties. The Customer's rights with regard to the unavailability or deficient performance of such facilities, services, equipment or systems not provided by ROOT shall be strictly as established by the supplying entity.

13.4 Customer's failure to fulfill its obligations

ROOT shall not be liable to the Customer or any third party for the Customer's failure to fulfill its obligations, including, without limitation (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting the Customer or third-party facilities, services, equipment or systems to the Services (b) securing all licenses, permits, approvals, rights-of-way, access rights, including ingress and egress from buildings, and other arrangements necessary to install, receive and use the Services; (c) ensuring that the Customer or third-party facilities, services, equipment or systems interface properly with the Services (d) ensuring that the signals delivered to the Service are fully compliant with industry standards and that such signals do not damage ROOT's property or personnel, or degrade the Service to other ROOT's customers.

Article 14. Customer obligations

14.1 Use and maintenance of the Equipment

If the Customer, its agent or contractor fails to operate and maintain the Datacenter or any facilities provided by ROOT with the result that there is harm or imminent harm to ROOT, the Services or other customers, ROOT may require the Customer, at its expense, to acquire, install and use protective equipment designed to eliminate such harm. If the protective equipment fails to eliminate the harm, ROOT, following the delivery of written notice to Customer, may suspend or terminate the Service, without any liability or further obligation to the Customer.

14.2 Notice of Claims and Problems

The Customer shall immediately notify ROOT upon receipt of any information that might adversely affect ROOT, including, but not limited to, notices of any claims or proceedings that involve the Service, and the Customer shall promptly notify ROOT of any problem relating to the Service or the Service performance and reasonably cooperate with ROOT in repairing the Service problem.

14.3 License to ROOT

The Customer hereby grants to ROOT a non-exclusive, royalty-free, worldwide right and license for the whole Agreement Term to take any action on the Customer Content necessary to the provision of the Service. Such license that shall be limited by Luxembourgish Law on Personal Data Protection will include but not be limited to:

- digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink the Customer Content; and
- make archival or back-up copies of the Customer Content.

Except for the rights expressly granted above, ROOT is not acquiring any right, title or interest in or to the Customer Content, all of which shall remain solely with the Customer.

Article 15. Customer notification and declaration

15.1 Compliance with laws and regulatory statutes currently in force

The Customer shall take every step necessary to ensure that their use of the Service does not violate any law or regulatory statute currently enforceable in Luxembourg or elsewhere pertaining to public order, public security and public decency. Pursuant to Article 15 hereof, the Customer shall be solely responsible for any violations of such rules or laws.

The Customer shall refrain from using the Service for any illicit purpose such as but not limited to, the hosting of illicit material, the use of any false identity to defraud others... Pursuant to Article 15 hereof, the Customer shall assume sole responsibility for the consequences of any improper activities, which are beyond ROOT's control from all standpoints including technical.

The Customer shall refrain from sending any email and more generally spreading any content containing or suspected of containing viruses such as Trojan horses, worms, time bombs or any other computer program that could damage the computer operating system of any recipient. ROOT may suspend the Service if the Customer uses or misuses the Service in a manner that results, or could result, in network blockage or other degradations that adversely affect the Service provided to the Customer or to other existing or prospective customers of ROOT.

The Customer shall abide by any law or statutory regulation to which the Customer may be subject by virtue of the Customer's use of the Service.

ROOT may suspend the Service if the Customer uses, or threatens to use the Service for any unlawful purpose or otherwise violates the terms of the Agreement.

15.2 Terms and conditions pertaining to the use of services in the information society

In using the Service, the Customer shall abide by all applicable electronic commerce statutes, including in particular Luxembourg's law of 14 April 2000 on electronic commerce including explicitly the regulations therein pertaining to spamming, as well as European Community directives (irrespective of whether they have been transposed into national law) currently in force pertaining to electronic signatures, electronic commerce and protecting data privacy.

15.3 Third party rights

In realizing any operation relating to the Service, the Customer shall not infringe the rights of others. Pursuant to article 15 hereof, the Customer shall assume sole responsibility for the consequences of any infringement of third party rights.

Specifically, the Customer shall be solely responsible for its use of the Service towards third parties, and shall bear sole responsibility for any infringements of, among others, personality rights, intellectual property rights, distinctive and pre-existing marks, commercial names, trade names or any copyright or industrial property rights.

Hence, it shall be the sole responsibility of the Customer to conduct any research regarding the antecedents of any distinguishing marks, trade names and the like before placing an order, and more generally to ensure that their intended use of the Service does not infringe any third party rights.

15.4 Notification procedure

If a third party lodges a claim against ROOT relating to a Service used by the Customer, ROOT shall promptly notify the Customer about this claim at the address provided by the Customer and shall include with this notification a copy of the third party claim.

In all such instances such third party shall be informed of ROOT notification to the Customer, keeping in mind that it does not fall within ROOT's jurisdiction (a) to prejudge the Customer's or a third party's rights in regard to the use of ROOT Service; or (b) to suspend the Service on its own initiative, unless the Service is being used: in a blatantly illegal fashion such as storing or transmitting pedo-pornographic content, abetting racial hatred, abetting violence content or to perpetrate fraudulent attacks such as Phishing attempts.

ROOT shall be entitled to charge the Customer for any action performed on the Customer's behalf in connection with a third party claim, insofar as the Customer fails to acknowledge receipt of the first ROOT notification letter in regard to such claim, or if ROOT finds it necessary to take action in regard to such claim (e.g. by sending a registered letter and making phone calls) on behalf of the Customer and the party submitting a request or claim.

Article 16. Intellectual Property

Each party acknowledges: (a) that any and all patents, registered and unregistered designs, copyrights, trademarks and all other intellectual property rights whatsoever, which are used in connection with the Service shall remain the sole property of the entitled owner of such rights or its subcontractors; and (b) that it shall not be entitled to use the name, trademarks, trade names or other proprietary identifying marks or symbols of the other without its prior written consent.

Article 17. Personal Data

Personal data pertaining to the Customer will be stored in ROOT files in a secure location, under its control. The Customer can exercise its right to access and correct such data by contacting ROOT in writing. ROOT shall not store such data any longer than is necessary for the efficient execution of the Agreement.

The Customer expressly authorizes ROOT to process such data for purposes of running its customers database, to guarantee the transparency of the system if needed with regard to any applicable rule and to transmit such data in accordance with a legal obligation, a judicial or governmental request or a request from a duly competent regulatory or administrative authority.

Article 18. Waiver

Any delay or omission in the exercise of a right under the Agreement shall not be deemed a waiver of this right. A waiver of a right is only valid with written consent of the Party who waives that is signed by a duly authorized representative of this Party.

Article 19. Force Majeure

ROOT shall not be responsible for any delay or non-performance resulting from any event of force majeure, as the latter is commonly defined by custom, law and the courts, or for any outage in any electrical grid, telecommunications or Internet system. Furthermore, are included in the list of force majeure events (non exhaustive list) any circumstance over which ROOT have no sole and direct control and any event that leads to economic imbalance for ROOT preventing the continuity of the Agreement in the same conditions. If ROOT fails to fulfill their contractual obligations due to a Force majeure event, ROOT shall inform the Customer as soon as possible. The Service shall be suspended from the appearance of the force majeure event until its disappearance.

Article 20. Survivability

The terms and conditions contained in the Agreement that, by their sense and context, are intended to survive the performances of the parties shall survive the completion of those performances and the Agreement's termination. These include, without limitation, the making of payments due under the Agreement.

Article 21. Severability

Should any term or provision of this Agreement be declared invalid or unenforceable, that term or provision will be construed consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions will remain in full force and effect.

Article 22. Non Agency

Nothing contained in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the Customer and ROOT.

Article 23. Assignment

The Customer may not assign this agreement, in whole or in part, without ROOT written consent. Any attempt to assign this Agreement without such consent will be null and void and may result in this agreement being void.

Article 24. Non-exclusivity

Each party understands that this Agreement is non-exclusive. Without limiting the generality of the foregoing, the Customer acknowledges that nothing in this Agreement shall prevent or limit ROOT from marketing and selling its products or services, in whole or in part, directly or indirectly, to any prospective customers or from appointing representatives, resellers, distributors and other marketing agents, without liability to the Customer.

Article 25. Applicable law and jurisdiction

This Agreement is subject to Luxembourg Law, and any disputes will be resolved in the appropriate Luxembourg Court.