

Terms And Conditions

For The Provision Of Aryaka Services

THESE TERMS AND CONDITIONS GOVERN YOUR FREE TRIAL OF THE SERVICES. IF YOU PURCHASE OUR SERVICES, THESE TERMS AND CONDITIONS WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES. BY EXECUTING OR SIGNING AN ORDER FORM THAT REFERENCES THESE TERMS AND CONDITIONS, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU PURCHASE OUR SERVICES ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. THESE TERMS AND CONDITIONS ARE EFFECTIVE AS OF THE DATE OF EXECUTING THE ORDER FORM.

1. DEFINITIONS

“Affiliate” means any entity, which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Aryaka” means Aryaka Networks Inc. having its Principal place of business at 691 S. Milpitas Blvd., Suite 206, Milpitas, CA 95035.

“Aryaka Network” means Aryaka’s geographically distributed network of proprietary servers and software.

“Customer Premises Equipment” means any hardware and equipment provided by Videns or Aryaka to You, which enables You to access the Aryaka Network, including but not limited to the ANAP-200, ANAP-1000, and an Aryaka Router.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“Order” means any purchase hereunder, as confirmed between You and Us by execution of an Order Form.

“Order Form” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

“Order Term” means the subscription period during which the Purchased Services will be provided by Us.

“Purchased Services” means Services that You or Your Affiliates purchase under a paid subscription, as distinguished from those provided pursuant to a free trial.

“Services” means access to the Aryaka Network and MyAryaka (Aryaka customer portal), the Customer Premises Equipment included (ANAP-200 or ANAP-1000), the Aryaka Router (if provided by Videns on behalf of Aryaka as part of the access mechanism to the Aryaka Network) and any and all Aryaka downloaded materials (including but not limited to Java Applets, softANAP, and browser/User Interface components), user guides, code, user interface passwords, accessories and other documents or as described in the User Guide(s), that are ordered by You as part of a free trial or under an Order Form, including associated offline components.

“Users” means individuals who are authorized by You to use the Services, or who have been supplied user identifications and

passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business or that use your corporate Wide Area Network.

“Videns”, “We,” “Us” or “Our” means Videns IT Services B.V. having its principal place of business at Orteliuslaan 850, 3528 BB Utrecht, The Netherlands.

“You” or “Your” means the company or other legal entity for which you are accepting these Terms and Conditions and Affiliates of that company or entity.

“Your Data” means all electronic data or information submitted by You to the Aryaka Network.

2. FREE TRIAL

If defined in the relevant Order Form, we will make one or more Services available to You on a trial basis free of charge until the expiration of the trial period as defined in the Order Form. If You do not wish to purchase a subscription of the Service(s) after the trial period, then You should notify Us by email before the end of the trial period. NOTWITHSTANDING SECTION 9 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY.

3. PURCHASED SERVICES

Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to these Terms and Conditions and the relevant Order Form during a subscription period. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4. USE OF THE SERVICES

4.1 Our Responsibilities. We shall provide to You:

(i) CUSTOMER PREMISES EQUIPMENT. If required for the provisioning of the Service, We shall provide to You Customer Premises Equipment. Unless the required Customer Premises Equipment is available in-country, or unless specifically agreed otherwise, the delivery of all Customer Premises Equipment will be DAP (Delivered At Place – Incoterms 2010).

(ii) NETWORK AVAILABILITY AND OPERATIONS. We shall provision, maintain and operate on a twenty-four hours per day, seven days per week, 365 days per year basis, the Aryaka Network, all network software and peripherals, and Aryaka Network connectivity, as necessary to perform the Services in

accordance with these Terms and Conditions except for: (a) planned downtime (of which We shall give at least 8 hours prior written notice via E-mail or MyAryaka and which We shall schedule to the extent practicable during the weekend hours) or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees). We shall also staff Our Network Operating Center (“NOC”) twenty-four hours per day, seven days per week, 365 days per year.

(iii) NETWORK SECURITY. We shall keep in place with respect to the Aryaka Network and the NOC network security as reasonably necessary to monitor and protect against unauthorized access to Your data while on or within the Aryaka Network. You acknowledge, however, that the portion of the Aryaka Network and proprietary servers through which Your data will pass will not be segregated or in a separate physical location from the network and servers on which Our other customers’ data is or will be transmitted.

(iv) CAPACITY AND RELIABILITY. We shall maintain adequate capacity on Our network during the Term as necessary to meet Your committed network usage as set forth in the Order Form. Our network will remain distributed geographically and We will keep in place distributed network connections. You acknowledge and agree, however, that with respect to network locations in China, Videns or Aryaka may reroute Your Data to another POP if any location in China becomes unavailable for any reason, without affecting Our performance under these Terms and Conditions.

(v) ADDITIONAL SERVICES. We shall provide You with such installation, support, training or other additional services as may be specified in the Order Form or as may be requested by You from time to time during the Term and set forth in a separate schedule or addendum agreed to and executed by both parties, basic support for the Purchased Services at no additional charge, and/or upgraded support if purchased separately

(vi) SLA. We will make the Purchased Services available to You according to the terms of our Service Level Agreement found at <http://www.aryaka.com/SLA> and

(vii) LEGAL COMPLIANCE. We will provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2 Your Responsibilities. You shall:

(i) be responsible for compliance with these Terms and Conditions,

(ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data,

(iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and Customer Premises Equipment, and notify Us promptly of any such unauthorized access or use,

(iv) return Customer Premises Equipment to Videns within 10 business days after the termination of the Services pursuant to shipping instructions to be provided by Videns, and

(v) use the Services only in accordance with the User Guide and applicable laws and government regulations.

With respect to subsection 4.2(iv) above, you will be charged € 3,500 per Customer Premises Equipment if the equipment is not returned to Us in less than thirty days from the termination of

the Service(s).

You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store, transmit, use or access infringing, libelous, or otherwise unlawful or tortious material, or to store, transmit, use or access material in violation of third-party privacy rights, (d) use the Services to store, transmit, use or access Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (f) attempt to gain unauthorized access to the Services or their related systems or networks or (g) publish or distribute information about Aryaka Networks benchmarks, prices, or other data collected outside Your organization without express prior written permission from Aryaka Networks.

5. PUBLICITY AND TRADEMARKS.

You hereby permit Us to identify You as a customer of Videns/Aryaka and to display Your logo in connection with identifying You as a customer of Videns/Aryaka. You agree to participate in a joint press release with Us announcing Your use of Our Services. The press release shall be subject to the approval of each party, which approval shall not be unreasonably withheld or delayed. All use of a Party’s marks shall be subject to such Party’s logo and trademark usage guide.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1 Fees. In consideration of all Services provided in accordance with the terms hereof and the applicable Order Form, You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in US Dollars (ii) fees are based on services purchased and not actual usage, (iii) except in case of breach, payment obligations are non-cancelable and fees paid are non-refundable, and (iv) except in case of breach, or unless otherwise agreed in writing, the level of usage commitment, access bandwidth and number of locations purchased cannot be decreased during the relevant Order Term stated on the Order Form. If, on Your specific request, the designated currency of an Order Form is not US Dollar, then the fees will be calculated using the spot exchange rate against the US Dollar on the day of submission of the Order Form. The exchange rate applied will be stated in the Order Form and will be fixed for the duration of the Order Term. Fees are based on monthly periods that begin on the service activation date (or the expiration of the trial period if defined in the relevant Order Form) and each monthly anniversary thereof.

6.2 Invoicing and Payment. You authorize Us to charge You for all Services listed in the Order Form for the initial Order Term and any renewal subscription terms as set forth in Section 12.2 (Term and Renewal of Purchased Subscription). Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date.

6.3 Overdue Charges. If any charges are not received from You by the due date, then such charges may accrue late interest at the statutory rate of the outstanding balance per month, from the date such payment was due until the date paid.

6.4 Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full.

6.5 Payment Disputes. We shall not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and

good faith dispute and You are cooperating diligently to resolve the dispute.

- 6.6 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, " Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable based on Our income, property and employees.

7. PROPRIETARY RIGHTS

- 7.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Aryaka reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.
- 7.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes or for purposes consistent with these Terms and Conditions, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.
- 7.3 Ownership of Your Data. As between You and Us. You exclusively own all rights, title and interest in and to all of Your Data.
- 7.4 Ownership of Customer Premises Equipment. As between You, and Us, Aryaka exclusively owns all rights, title and interest in and to all Customer Premises Equipment We provide to You in order to provide Services pursuant to these Terms and Conditions.
- 7.5 Suggestions. Aryaka may use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services. You agree that will not have any proprietary rights or rights to claim royalties in relation such suggestions.

8. CONFIDENTIALITY

- 8.1 Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of these Terms and Conditions and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the

Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

- 8.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms and Conditions, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and Conditions and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
- 8.3 Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data in or on the Aryaka Network.
- 8.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

- 9.1 Our Warranties. We represent and warrant that (i) the Services shall perform materially in accordance with these Terms and Conditions including any Exhibits hereto and the applicable Order Form, and (ii) the functionality of the Services will not be materially decreased during a Order Term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 12.4 (Termination for Cause).
- 9.2 Mutual Warranties. Each party represents and warrants that (i) it has the legal power to accept these Terms and Conditions, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).
- 9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN (INCLUDING THESE TERMS AND CONDITIONS AND ANY EXHIBITS HERETO AND THE ORDER FORM), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. MUTUAL INDEMNIFICATION

- 10.1 Indemnification by Us. We shall indemnify, defend and hold You harmless against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection

with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defense and settlement of the Claim (provided that We may not settle any Claim without Your prior written consent and unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

- 10.2 Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Services in violation of these Terms and Conditions, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.
- 10.3 Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

11. LIMITATION OF LIABILITY

- 11.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES) OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10 (MUTUAL INDEMNIFICATION).
- 11.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

- 12.1 Term of Applicability. The applicability of these Terms and Conditions commences on the date You execute or sign the Order Form and continues until all Order Forms granted in accordance with these Terms and Conditions have expired or been terminated. If You elect to use the Services for a free trial period and do not wish to purchase a subscription of the Service(s), then You should notify Us of such decision by email before the end of the free trial period, in which case these Terms and Conditions will terminate at the end of that period.
- 12.2 Term and Renewal of Purchased Subscription. The subscription shall be for an initial period as defined under "Contract Term" in the relevant Order Form. The subscription period shall commence on the service activation date (or the expiration of the trial period if defined in the relevant Order Form). We shall send You a renewal Order Form at the latest 60 days prior to the end of the Order Term for an additional period equal to the expiring Order Term. The renewal Order Form shall contain the

fees for the new subscription period as well as the exchange rate used, if applicable. The renewal shall be deemed to be accepted by You, without confirmation, unless You give notice by email of non-renewal at least 30 days before the end of the expiring Order Term.

- 12.3 Flexibility. The purchased Services can be moved to a different location or Upgraded at any time during the Order Term. "Upgrade" means the addition of bandwidth or functionality to the Service at the relevant location. Upon Your request We shall send You a new Order Form to initiate the location change or Upgrade of the Service. The contract term on the new Order Form shall be the higher of (a) the remaining Order Term of the purchased Services; and (b) 12 months. The new Order Form shall contain the one-time charges for the change, if any, as well as the recurring fees for the new subscription period and the exchange rate used, if applicable.
- 12.4 Termination for Cause. A party may terminate any or all Orders under these Terms and Conditions for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.5 Return of Customer Premises Equipment. You agree to return all Customer Premises Equipment within 10 business days after the termination of the relevant Order under these Terms and Conditions pursuant to shipping instructions to be provided by Videns.
- 12.6 Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.3 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive for a period of 10 years after termination or expiration of the last Order under these Terms and Conditions.
- ## 13. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION
- 13.1 General. You are contracting with Videns IT Services B.V., a limited liability company registered in The Netherlands. Videns is an authorized reseller of Aryaka Networks, Inc. and may subcontract certain services and responsibilities for Orders under these Terms and Conditions to Aryaka.
- 13.2 Notice. Except as otherwise specified in these Terms and Conditions, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) written verification of receipt by established overnight courier, Notices to Us shall be addressed to Videns, Director of Operations. Email notices to Us (where explicitly specified in these Terms and Conditions) shall be addressed to info@videns-it.com. Notices to You shall be addressed to your "Customer Main Contact" as defined in the Order Form, and in the case of billing-related notices, to the relevant billing contact designated by You.
- 13.3 Agreement to Governing Law and Jurisdiction. These Terms and Conditions, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to (Orders under) these Terms and Conditions or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with Dutch law. Parties submit to the jurisdiction of the competent court in the city of Utrecht, the Netherlands.

14. GENERAL PROVISIONS

- 14.1 **Export Compliance.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.
- 14.2 **Relationship of the Parties.** The parties are independent contractors. These Terms and Conditions do not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.
- 14.3 **No Third-Party Beneficiaries.** There are no third-party beneficiaries to these Terms and Conditions.
- 14.4 **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under these Terms and Conditions shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 14.5 **Severability.** If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions shall remain in effect.
- 14.6 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign its rights or obligations hereunder in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of the Order(s) under these Terms and Conditions upon written notice to the assigning party. Subject to the foregoing, these Terms and Conditions shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.7 **Entire Agreement.** These Terms and Conditions, including all exhibits and addenda hereto and all Order Forms, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms and Conditions shall be effective unless in writing and either signed or accepted electronically by both parties hereto. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms and Conditions and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of the Order(s) and these Terms and Conditions, and all such terms or conditions shall be null and void.

END OF TERMS AND CONDITIONS FOR THE PROVISION OF ARYAKA SERVICES

VIDENS IT SERVICES B.V.

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