

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into as of 20/06/2018 ("the Effective Date") between BOX Internet Services BVBA ("BOX Internet Services BVBA"), and the mentioned client in the Service Order, identified below as "Client". For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. PURPOSE OF AGREEMENT

BOX Internet Services BVBA tries to provide the Client the possibility to host a web site on a server connected to the Internet. BOX Internet Services BVBA provides Services to Client, and Client desires to receive and compensate BOX Internet Services BVBA for such Services.

2. SERVICE ORDERS

2.1. Service Orders. The provision of Services pursuant to this Agreement shall be initiated by Service Orders ("Service Orders") issued by Client describing the desired server. Each Service Order will contain the prices, initial terms of Services and other information designated in the Service Order form. Client shall use the then current version of the Service Order form as designated by BOX Internet Services BVBA. No Service Order shall be effective until accepted by BOX Internet Services BVBA. The terms of this Agreement and Service Orders shall control Services to Client.

2.2. Termination. Client may terminate any Service Order by giving BOX Internet Services BVBA at least 60 days written notice prior to the recurring billing date when Client desires Services to cease. If Client gives less than 60 days notice then Client will be billed for Services until the first recurring billing date, which is at least 60 days after such notice. BOX Internet Services BVBA may terminate any Service Order without written notice. All amounts due from Client for the account to which the Service Order relates must be paid in order for Client to terminate a Service Order.

2.3. IP Addresses. BOX Internet Services BVBA may designate for Client's use on a temporary basis a reasonable number of Internet Protocol Addresses ("IP Addresses") from the address space assigned to BOX Internet Services BVBA by RIPE (<http://www.ripe.net>). Client acknowledges that the IP Addresses are the sole property of BOX Internet Services BVBA, and are temporarily designated for Client's use as part of the Services, and are not portable as such term is used by RIPE. BOX Internet Services BVBA reserves the right to change the IP Address designations at any time. Client agrees that it will have no right to use IP Addresses assigned to BOX Internet Services BVBA upon termination of this Agreement, and that any change in IP Addresses Client may need to make after termination of this Agreement shall be the sole responsibility of Client.

3. SOFTWARE LICENSE AND RIGHTS

3.1 Operating System and Web Server Software License. During the term of a Service Order, BOX Internet Services BVBA grants Client a non-transferable, nonexclusive license to use the Software, in object code form only, for its internal needs, to be used solely on the Hardware provided, and solely in conjunction with the Services.

3.2 Software License Restrictions. Client agrees that it will not, directly or indirectly (and it will not allow others to):

3.2.1 copy the Software, except as is necessary to install on Hardware and for internal, archival purposes. In the event Client makes any copies of the Software; Client shall reproduce all proprietary notices on such copies;

3.2.2 reverse engineer, decompile, disassemble, modify or otherwise attempt to derive source code from the Software;

3.2.3 sell, lease, license, transfer, give possession of, or sublicense the Software or the documentation to others;

3.2.4 write or develop any derivative or other software programs, based, in whole or in part, upon the Software or any Confidential Information (as defined in Section 9).

3.3 Proprietary Rights. Client shall not have any right, title, or interest in the Software, Hardware, documentation, or any copyrights, patents or trademarks, embodied or used in connection therewith, except for the limited license to use provided in Sections 3.1 and 3.2.

4. ACCESS

BOX Internet Services BVBA should have complete access to the web site. BOX Internet Services BVBA is allowed to login at any time.

5. USER CONTENT AND CONDUCT

Client is solely responsible for the content of any postings, data or transmissions using the Services (the "Content"), or any other use of the Services by Client or by any person or entity Client permits to access the Services (a "User"). Client represents and warrants that neither it nor any User will use the services for unlawful purposes (including, without limitation, infringement of copyright or trademark, misappropriation of trade secrets, wire fraud, invasion of privacy, illegal pornography, obscenity, defamation, and illegal use, transportation or sale of tobacco, controlled substances and firearms), or to interfere with, or disrupt, other network users, network services or network equipment. Disruptions include, without limitation, distribution of unsolicited advertising or chain letters, repeated harassment of other network users, wrongly impersonating another user, falsifying one's network identity for improper or illegal purposes, sending unsolicited mass e-mailings, propagation of computer viruses, and using the network to make unauthorized entry to any other machine accessible location, via the network. BOX Internet Services BVBA may suspend or terminate Services immediately,

without prior notice to Client, if BOX Internet Services BVBA believes, in good faith, that Client or a User is utilizing the Services for any such illegal or disruptive purpose. Client shall defend, indemnify, and hold harmless BOX Internet Services BVBA from and against all liabilities, judgments, claims, damages, settlements, expenses and costs (including reasonable attorneys' fees and litigation expenses) arising out of or relating to any and all claims by any person relating to use of the Services, including, but not limited to, use of the Services without consent of the Client.

6. PRICING AND PAYMENT TERMS

6.1 Payment Terms. The full amount of the Initial Cost as reflected in the Service Order, plus charges for the first billing period of Services, are due and payable to BOX Internet Services BVBA upon the acceptance of the Service Order. Thereafter, Client will pay in advance charges for each billing period. The recurring billing date shall be the date that the web site release notification is e-mailed or faxed to the client. For accounts that are paid by credit card, Client authorizes BOX Internet Services BVBA to charge recurring billing on the recurring billing date, until Client gives written notice otherwise to BOX Internet Services BVBA or until the expiration or termination of a Service Order. BOX Internet Services BVBA will impose a charge for any check or other instrument, which is returned, for any reason by a financial institution. BOX Internet Services BVBA reserves the right to charge Client any sales, use, excise, and ad valorem, gross receipts, or any other tax or fees now or imposed, directly or indirectly, by any governmental authority or agency with respect to the Services.

6.2 Pricing Disputes. Client must notify BOX Internet Services BVBA in writing of any disputed charges within 14 days of the date of the billing for such charges. If Client does not notify BOX Internet Services BVBA within that time period, Client has waived any right to dispute such amounts, either directly or as a set-off, recoupment or defense in any action or efforts to collect amounts due to BOX Internet Services BVBA.

6.3 Collection. All accounts more than 30 days past due will be charged interest from the due date of the lesser of (I) 1% per month on the past due amount; or (II) the highest legal rate of interest. BOX Internet Services BVBA may suspend, interrupt, or terminate Services on any account that is past due by more than thirty (30) calendar days, by disabling telnet/ftp access and/or disabling the connection to the web site. In the event of disconnection, Client must pay BOX Internet Services BVBA a disconnection fee of 250 Euro reinstatement fee as a condition of reactivation of the Services, in addition to full payment of the balance due on the account. Reactivation of service will only be performed during BOX Internet Services BVBA's regular business hours. All accounts that have not been paid in full may be sent by BOX Internet Services BVBA to a collection agency. The Client is responsible for paying all costs of collection, including, but not limited to reasonable attorneys' fees and, where lawful, collection agency fees. All accounting issues should be addressed to BOX Internet Services BVBA at accounting@box.be.

6.4 Price Increases. BOX Internet Services BVBA will give Client thirty (30) days written notice prior to increasing the prices for Services.

6.5 30 days Money Back Guarantee. If Client is dissatisfied within the first 30 days after the activation date noted in the Service Order, BOX Internet Services BVBA will refund the hosting charge after Client has stated dissatisfaction by written notice within the first 30 days after the activation date noted in the Service Order. The refund is only valid for the hosting charge, not for domain names or other services.

The 30 days Money Back guarantee is not valid if there is illegal use or use in conflict with our hosting conditions will result in no refund, nor when the used data traffic exceeds the monthly allowed quota, nor for hosting accounts through the reseller program, nor for renewal of existing hosting accounts

7. MAINTENANCE AND SUPPORT

7.1 Ordering Maintenance and Support Services. BOX Internet Services BVBA shall provide Client with maintenance and support services for the Hardware or Software, if such services are specified in the Service Order.

7.2 Exclusions. Maintenance and support services shall not include services for problems arising out of (a) tampering, modification, alteration, or addition to the Hardware or Software, which is undertaken by persons other than BOX Internet Services BVBA or its authorized representatives; or (b) programs or hardware supplied by Client.

7.3 Client's Duties. Client shall document and promptly report all errors or malfunctions of the Hardware or Software to BOX Internet Services BVBA. Client shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from BOX Internet Services BVBA. Client shall maintain a current archive copy of all Software and data. Client shall properly train its personnel in the use of the Hardware and Software.

8. TERM AND TERMINATION

8.1 Term. The term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with this Agreement. The term of a Service Order shall be as indicated therein. The term of a Service Order shall automatically renew unless Client provides BOX Internet Services BVBA with written notice of termination two months prior to the renewal date reflected in the Service Order.

8.2 Termination Upon Default. BOX Internet Services BVBA may immediately terminate this Agreement and any or all Service Orders, within its sole discretion without written notice.

8.3 Effect of Termination. Notwithstanding termination of this Agreement and Service Orders, BOX Internet Services BVBA shall be entitled to payment in full of all amounts that may be due to it from Client.

9. CONFIDENTIAL INFORMATION

Confidential Information shall mean all information identified by a party ("Disclosing Party") to the other party ("Receiving Party"), which, if in writing labeled as confidential, or if disclosed orally, is reduced to writing within 14 days, and labeled as confidential. Confidential Information shall remain the sole property of the Disclosing Party. Except for the specific rights granted by this Agreement, the Receiving Party shall not use any Confidential Information of Disclosing Party for its own benefit or for the benefit of others. Receiving Party shall not disclose Confidential Information to any third party without the written consent of Disclosing Party (except to consultants who are bound by a written agreement with Receiving Party to maintain confidentiality). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with a court order. Receiving Party shall give reasonable notice to Disclosing Party that Confidential Information is being sought by a third person, so as to afford an opportunity to limit or prevent such disclosure. Receiving Party agrees to cease using all Confidential Information, and to promptly return such Confidential Information to Disclosing Party upon request. Notwithstanding the foregoing, Client consents to BOX Internet Services BVBA's disclosure of account information to credit reporting agencies, credit bureaus, private credit reporting associations, or to other providers of communications services.

10. LIMITATION OF LIABILITY

The liability of BOX Internet Services BVBA (including, for purposes of this paragraph only, any of its employees, agents, or representatives), to Client (either directly or as a third party defendant in any action or proceeding) for any claim arising out of or relating to this Agreement or Service Orders or the provision of any Services under Service Orders (including, without limitation maintenance and support) shall be limited to the amount of fees paid by Client to BOX Internet Services BVBA under this Agreement within one year preceding the date Client contends its claim arose. In no event shall BOX Internet Services BVBA be liable for any loss of data, loss of profits, cost of cover, or any other special, incidental, consequential, indirect or punitive damages, however caused and regardless of theory of liability. This limitation will apply even if BOX Internet Services BVBA has been advised of, or is aware of, the possibility of such damages.

11. DISCLAIMER OF WARRANTIES

BOX Internet Services BVBA specifically disclaims all implied warranties, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, any written materials by BOX Internet Services BVBA, or information on BOX Internet Services BVBA's web site, shall be for informational purposes only and, whether delivered or disseminated before or after the date of this Agreement, shall not create any express or implied warranties, guaranty of performance, or contractual obligations.

12. MISCELLANEOUS

12.1. Independent Contractor. The relationship of BOX Internet Services BVBA and Client under this Agreement is that of independent contractors and not partners joint ventures, or co-owners as participants. Neither party has authority to contract for or bind the other.

12.2 Notices. Any notice hereunder shall be in writing and shall be given by registered, certified or express mail, or reliable overnight courier addressed to the addresses in this Agreement, or by facsimile. Notice shall be deemed to be given upon the earlier of actual receipt or three (3) days after it has been sent, properly addressed and with postage prepaid. Either party may change its address for notice by means of notice to the other party given in accordance with this Section.

12.3 Assignment. Client may not assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be void and a default of this Agreement.

12.4 Governing Law and Forum. This Agreement shall be governed and interpreted according to the internal laws of the Antwerp Court. For all disputes arising out of or related to this Agreement or Service Orders, the parties irrevocably consent to the exclusive jurisdiction of the Court of Antwerp, Belgium. ALL SUCH ACTIONS WILL BE TRIED BY THE COURT SITTING WITHOUT A JURY AND THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO TRIAL BY JURY. Client's address for purposes of service of process shall be the address designated for notices in this Agreement. In connection with all actions in which BOX Internet Services BVBA is awarded amounts due from Client, BOX Internet Services BVBA shall be awarded (either in that action or by way of a separate action) its costs and expenses of litigation (including reasonable attorneys' fees), through trial and appeal.

12.5 Advertising. BOX Internet Services BVBA may include Client's name and contact information in directories of BOX Internet Services BVBA service subscribers for the purpose of promoting the use of the Services by clients generally. BOX Internet Services BVBA will not use Client's name or other identifying information in any other advertising or promotional materials, without the prior written consent of Client, which may not be unreasonably withheld.

12.6 Indemnification. Client shall defend, indemnify, and hold harmless BOX Internet Services BVBA from and against all liabilities, judgments, claims, damages, settlements, expenses and costs (including reasonable attorneys' fees and litigation expenses) arising out of or relating to any breach of this Agreement or Service Orders by Client. Client and BOX Internet Services BVBA will promptly notify each other upon receipt of any third party claim or legal action arising out of or relating to this Agreement or Service Orders.

12.7 Entire Agreement and Waiver. This Agreement and the Service Orders constitute the entire agreement between BOX Internet Services BVBA and Client with respect to the subject matter hereof. All prior agreements, representations, and statements with respect

to such subject matter are superseded. Any failure of either party to exercise or enforce its rights under this Agreement or Service Orders shall not act as a waiver of subsequent breaches.

12.8 Severability. In the event any provision of this Agreement is determined to be unenforceable in full, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect.

12.9 Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, Client shall not solicit or hire the services of any employee or subcontractor of BOX Internet Services BVBA, without the prior written consent of BOX Internet Services BVBA.

12.10 Substitution. BOX Internet Services BVBA may substitute, change or modify the Software or Hardware at any time.

13. MODIFICATIONS

This Agreement may be modified only by a further writing, executed by both parties. This Agreement contains no special provisions, except those written below:

14. NOTICES

All notices hereunder shall be given at the following addresses:

BOX Internet Services BVBA:

Edgard Tinellaan 7
B-2630 Aartselaar
Tel: +32 3 555 9667

Client:

As mentioned on the Service Order

15. CLIENT CONTACTS

Client authorizes these specific individuals to act on its behalf in connection with the matters listed. BOX Internet Services BVBA will not take any direction from individuals not listed on the Service Order.

16. NON-ASSIGNMENT

Neither Party shall be entitled to assign its position under this Agreement or any of its positions under agreements made pursuant hereto or in connection herewith without the prior written consent of the other Parties, which consent shall not be unreasonably withheld. Such consent, however, shall not be required in case of assignment made by a Party to one of its Affiliated Companies, provided such Party in such case guarantees the due and punctual fulfilment by the assignee of all obligations and liabilities pursuant to or in connection with said agreements. At any assignment, the assignee shall fully accept all obligations and liabilities on the part of the assigning Party pursuant to or in connection with said agreements.

17. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments, and writings with respect to such subject matter.

18. NON-WAIVER

No delay or failure by either Party to exercise any of its rights under this Agreement shall operate as a waiver of them, nor shall any single or partial exercise of any such rights preclude any other or further exercise of them.

19. PARTIAL INVALIDITY

If any term, clause or provision of this agreement shall be invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Agreement and such invalid term, clause or provision shall be replaced by such other term, clause or provision which, being valid in all respects, shall have effect as close as possible to that of such replaced one.

20. HEADINGS

The headings to articles of this Agreement are for convenience only and shall not be deemed to affect in any way the interpretation hereof.

21. GOVERNING LAW

The Validity, interpretation and implementation of this Agreement shall be governed by the laws of Belgium

22. SETTLEMENT OF CONFLICTS

Any disputes concerning the interpretation or the performance of this Agreement shall be finally settled under the rules of CEPANI (Centre Belge pour l'étude et la pratique de l'arbitrage national et international) by three arbiters appointed in accordance with the said Rules. The place of arbitration shall be Antwerp. The proceeding shall be conducted in the English or Dutch language.