

## MASTER SERVICE AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT CAREFULLY BEFORE USING THE SERVICES OFFERED BY ONE. BY MUTUALLY EXECUTING ONE OR MORE SCHEDULES, STATEMENT OF WORK OR ORDER FORMS WITH ONE WHICH REFERENCE THESE TERMS (EACH, A “**SCHEDULE**”, “**SOW**” OR AN “**ORDER FORM**”), YOU (“**CUSTOMER**”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL SCHEDULES, SOW AND ORDER FORMS, THE “**AGREEMENT**”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA ONE’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY ONE SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

Upon execution, each Schedule, SOW or Order Form shall be incorporated into and form a part of the Agreement. In the event of any conflict between this Agreement and a Schedule, a SOW or an Order Form, the Schedule, SOW or Order Form shall control but only with respect to the Service purchased through such Schedule, SOW or Order Form.

For each Schedule, SOW or Order Form, subject to Customer’s compliance with the terms and conditions of this Agreement, One grants Customer a nonexclusive, limited, personal, non-sub licensable, non-transferable right and license to internally access and use the services specified in such Schedule, SOW or Order Form (collectively, the “Service,” or “Services”) during the applicable Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with One’s applicable official user documentation for such Service (the “Documentation”).

**THIS MASTER SERVICE AGREEMENT** applies to Service or Services provided by Logic Communications Ltd. and/or Bermuda Digital Communications Ltd., as applicable, each a limited liability company incorporated in Bermuda having its registered office at 30 Victoria Street, Hamilton HM 12, Bermuda, both trading as One or One Communications (“One”) pursuant to any Schedule or Order Form signed or otherwise agreed to between One and the Customer.

## RECITALS

One is a Bermuda licensed telecommunications carrier providing wireless communications services, fixed wireline services and other interconnected networks, and network support services.

Wireless services are provided by Bermuda Digital Communications Ltd., trading as One or One Communications and fixed, cloud and TV services are provided by Logic Communications Ltd. trading as One or One Communications.

## TERMS AND CONDITIONS

### 1 DEFINITIONS

In this Master Service Agreement, unless the context otherwise requires, the expressions set forth below have the following meanings:

<b>Acceptance</b>	means that Customer has notified One in writing (which may be by email) that the Deliverables are accepted.
<b>Affiliate</b>	means with respect to any entity, any other entity which directly or indirectly controls, is controlled by or is under common control with such entity.
<b>Agreement</b>	means this master service agreement, including the Appendices, SOW, Order Forms and Schedules hereto, and such amendments as may from time to time be made in accordance with these terms.
<b>Business Day</b>	means 8.30am to 5.00pm Monday to Friday excluding Saturday, Sunday and public holidays.
<b>Charges</b>	means the monthly, quarterly or annual charges and additional usage fees (where applicable) charged by One for the Services as set forth in the applicable Appendix and Schedule for the Service.
<b>Commencement Date</b>	means the commencement date for the Service as set forth in the applicable Appendix and Schedule for the Service.
<b>Customer Terms</b>	means End User License Agreements, as amended from time to time.
<b>Deliverables</b>	means any Services, Licensed Software, Developed Software, and/or Hardware provided by One to Customer under a Services Order or SOW issued hereunder for Managed Services.
<b>Developed Software</b>	means any software developed by One, any Affiliate thereof or any authorized partner or one of its employees during the Term of this Agreement.
<b>Effective Date</b>	means the date the Customer signed the applicable Schedule or Order Form relevant to a Service or Services or the date the Customer submitted an online order form by clicking "I agree" to the online order form for any Service.
<b>Equipment</b>	means the Customer owned or leased equipment including any hardware, software or cables.
<b>Fraud</b>	means the illegal or unauthorized use of any Service.
<b>Hardware</b>	means any hardware provided to Customer under any Services Order or SOW issued hereunder.
<b>Initial Period</b>	means the initial period for the Service as specified in the applicable Appendix and Schedule.
<b>Intellectual Property Rights</b>	means any and all now known or hereafter existing rights associated with intangible property, including but not limited to registered and unregistered, Bermuda and foreign copyrights, trade dress, trade names, corporate names, logos, inventions, patents, patent applications, software, know-how and all other intellectual property and proprietary rights (of every kind and nature throughout the universe and however designated).
<b>Licensed Software</b>	means any software owned or licensed by One, any Affiliate thereof or any authorized partner, including the Developed Software, and provided to Customer under any Services Order or SOW issued hereunder, whether stand alone, or as incorporated in Hardware, including any APIs, guides, or documentation provided therewith.
<b>Location</b>	means the Customer's location as specified in the applicable Appendix and Schedule.
<b>Managed Services</b>	means Services such as One consulting, software development and technical support which are contracted using a SOW issued hereunder for Managed Services.

<b>Services</b>	means all such services requested by the Customer as set out in the applicable Statement of Work, Appendices and Schedules and also including network availability, network support, the Customer's access to the global MPLS Service, Global MPLS Service support, any and all voice and data services, wireless devices, One's consulting, software development, technical support and 24/7 customer support by One support specialists, and any additional offerings as may be requested by the Customer and set out in the Schedules to the Appendices set out hereto.
<b>Services Order or Order Form</b>	means a written agreement or order form executed by the Parties hereunder for purposes of ordering Deliverables.
<b>Service Period</b>	means, with respect to Deliverables, the period for which fees payable to One are assessed, as specified in the applicable Services Order or SOW.
<b>Specifications</b>	means: (a) with respect to any Deliverables developed pursuant to a SOW or Service Order, all written descriptions of the same contained in such SOW or Service Order, and all terms and conditions related to the same contained in this Agreement; and (b) with respect to any Deliverables provided under a SOW or Service Order and developed other than pursuant to such SOW or Service Order, all the descriptions of the same included in such SOW or Service Order and all documentation related to such SOW or Service Order delivered by One in connection with such Deliverable.
<b>Statement of Work or SOW</b>	means a written document issued by One pursuant to this Agreement and signed by both One and Customer that describes the Deliverables, the Parties' responsibilities, and the fees to be charged to Customer.

## 2 PROVISION OF SERVICES

- 2.1 During the Term of this Agreement (as defined above), One hereby agrees, subject to the terms and conditions herein, to provide the Services to the Customer.
- 2.2 In consideration of One's agreement to provide to the Customer a non-exclusive use of the Services, subject to the terms and conditions herein, the Customer agrees to pay One the Charges.
- 2.3 One, however, reserves the right to require credit references and/or security deposit prior to activation of the Service, if in One's sole discretion, it is deemed appropriate.
- 2.4 The Customer acknowledges and agrees that, for the duration of the Term, any wireless devices or other One equipment provided to Customer under the applicable Appendices and Schedules may not be used to access the services of any other telecommunications or managed information technology service provider.

## 3 ACCESS AND USE OF THE SERVICES

### Customer Responsibilities

- 3.1 The Customer shall be entitled to use the Services for its own internal business purposes or home usage only and shall not make the Services available in any way whatsoever to or for the benefit of any unauthorized person or third party. The Customer shall limit access to and use of the Services to its employees, shall not authorize any person to use the Services other than for the Customer's business purposes and shall not resell or otherwise generate income by providing access to the Services to any User (as defined below).
- 3.2 The Services shall only be used for lawful purposes. Transmission of any material, content or information arising from the use of the Services in violation of any Bermuda law or other regulation, is

- prohibited. The Customer shall be solely responsible for the content of any transmissions using the Services, by the Customer or by any person or entity the Customer permits to access the Services (a "User"). The Customer agrees that it and any User will not use the Services for illegal purposes or to interfere with or disrupt other network users, network services or network equipment. Disruptions include, but are not limited to, distribution of unsolicited advertising, propagation of computer worms and viruses and the use of the network to make unauthorized entry to any other machine accessible via the network.
- 3.3 The Customer shall notify One immediately if the Customer becomes aware of any unauthorized or fraudulent use of the Services. The risk of Fraud shall be borne entirely by Customer. Customer shall pay One for all charges for the Services regardless of whether the purchase or use of the Services was fraudulent. One shall have the right at any time to immediately suspend or terminate a Service to protect against Fraud or to protect the integrity of One's network.
- 3.4 Unless specifically stated to be provided by One as a Managed Service under a Statement of Work, the Customer is solely responsible for the protection, storage, backup and security of it and any employee's data, software, devices, computer network and other facilities, as well as its choice of equipment, software and online content; and all other matters related to how it accesses and uses the Services. The Customer acknowledges and agrees that the reliability, availability and performance of data or services accessed through the Internet or other services connected or linked to the Services are beyond One's control and are not in any way warranted or supported by One Communications or its third party licensors, providers and suppliers. In addition, the Customer agrees that its use of the Service and the Internet is solely at its own risk and is subject to all applicable local, state, national and international laws and regulations.
- 3.5 The Customer shall provide One Communications or our third party licensors, providers, suppliers and employees designated to provide the Services with all necessary information, access, site visits, support and co-operation what may be reasonably required to enable One Communications to carry out its obligations to the Customer under this Agreement.
- 3.6 The Customer shall ensure that its employees co-operate fully with One in relation to the provision of the Services.
- 3.7 The Customer shall furnish One Communications promptly with such information and documents as One may reasonably request for proper performance of its obligations under this Agreement.
- 3.8 Each Party agrees that it shall comply with all laws, regulations, and export requirements in connection with its performance under this Agreement. Regardless of any disclosure made by Customer to One of an ultimate destination of the Licensed Software, Hardware, or technical data acquired from One and, notwithstanding anything contained in this Agreement to the contrary, Customer will not modify, export, or re-export, either directly or indirectly, any Licensed Software, Hardware, or technical data, or portions thereof, without first obtaining any and all necessary licenses from the government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. One shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Customer if Customer fails to comply with this provision.
- 3.9 The Charges stated are exclusive of tax. All taxes, duties, fees and other governmental charges of any kind, including sales, services, use, and value-added taxes, but excluding taxes based on the net income of One, which are imposed by or under the authority of any government or any political subdivision thereof on the fees for any of the Deliverables ("Taxes") shall be borne by Customer and shall not be considered a part of, a deduction from or an offset against such Charges. All payments due to One shall be made without any deduction or withholding on account of any tax, duty, charge or penalty except as required by law in which case the sum payable by Customer in respect of which such deduction or withholding is to be made shall be increased to the extent necessary to ensure that, after making such deduction or withholding, One receives and retains (free from any liability in respect thereof) a net sum equal to the sum it would have received but for such deduction or withholding being required. If the Charges paid by Customer do not include a markup for any applicable Taxes, Customer will reimburse One for any such Taxes within thirty (30) days of the date of an invoice therefore by One detailing such Taxes. Any late payments of invoices for Taxes shall be subject to the late payment terms provided for in this Agreement.

### **One Responsibilities**

- 3:10 One shall provide the Services as described in the Schedules, SOW and/or Order Form.
- 3:11 One shall co-operate and ensure that its employees co-operate with the Customer's employees where this is necessary to effectively carry out its obligations under this Agreement.
- 3:12 One shall, and shall require all One employees to, at all times while on Customer premises observe and be subject to such reasonable rules and regulations as Customer may provide in writing to One prior to any site visit.
- 3:13 One reserves the right to (i) use, copy, display, store, transmit and reformat data transmitted over our network and to distribute such content to multiple One servers for back-up and maintenance purposes; and (ii) block or remove any unlawful content you store on or transmit to or from any One server. We do not guarantee the protection of your content or data located on our servers or transmitted across our network (or other networks) against loss, alteration or improper access. If provided for in your Statement of Work One measures and monitors network performance and the performance of your Internet connection and our network. The Customer agrees to permit us to scan network ports, access your computer and equipment and to monitor, adjust and record such data, profiles and settings for the purpose of providing the Services, if applicable, and managing the security and performance of our network. If required pursuant to your Statement of Work, the Customer also consents to One's monitoring of your Internet connection and network performance, and to our accessing and adjusting your computer and equipment settings, as they relate to the Services, software, or other services, which we may offer from time to time. One reserves the right to modify the password(s) for the router(s) used with the Service in order to safeguard Internet security, the security and privacy of customer information, where required by law, and/or for other good cause to provide, upgrade and maintain the Services, protect the network, other users of the Internet, or our customers. Should One change such password(s), we will use reasonable means to notify the customers affected, which may include email to the contact email address we have on file and/or through notice on the One Communications Website.
- 3:14 One shall establish designated points of contact to interface with the Customer.

## **4 BILLING, CHARGES, PAYMENTS AND DISPUTES**

- 4.1 The Customer shall pay the Charges for the Services as set forth in the relevant Appendices and Schedules for the Services.
- 4.2 Initial charges and installation charges (if any) and additional service charges, including cross connect and local loop services (if applicable), are payable upon execution of this Agreement, and thereafter in accordance with the Appendices and Schedules. All other Charges are payable in accordance with the applicable Appendices and Schedules and such Charges shall commence on the Commencement Date.
- 4.3 Notwithstanding the provisions of Section 4.1 the use of the Services shall be subject to the Charges specified which Charges shall be payable whether or not the Services are actually used during the full period in question.
- 4.4 One shall be entitled at any time, upon giving the Customer 30 days' written notice, to amend the Charges subject to any change in One's standard scale of charges and fees.
- 4.5 Payment is required to be made to One within 30 days of invoice date. Payments may be made by bank standing order or by credit/debit card. Customers are responsible and shall be charged accordingly if payment to One by any non-cash method is rejected for any reason. Payment is due within 30 days of the invoice date. Customers are advised that payments made at an ATM or online, following receipt by One, will take at least two (2) business days to register on the Customer's account. A business day for these purposes is defined as Monday to Friday between 9.00am and 5.00pm. To avoid late fees or a possible interruption of Services, Customers should ensure that they pay their bills in accordance with the rules and regulations of their bank if paying their bills online or using an ATM,

- and in accordance with this Agreement for all payments. Customers will receive their monthly bill at the address as notified to One by the Customer.
- 4.6 Customers are required to inform One as soon as possible with any changes to their mailing address (including e-mail address) to ensure that they receive their bill. This is to ensure the correct presentation of monthly bills and continuation of Service. Failure of the Customer to receive bills does not constitute a valid reason for non-payment of bills.
- 4.7 Any dispute to a charge or a service on a Customers' bill must be made by writing to One within forty five (45) days of the date of that bill otherwise Customer will be deemed to have accepted such charges. Customers accept all charges not properly disputed within the stated time frame and are expected to pay all undisputed charges in accordance with this Agreement. All billing inquiries, including any disputes regarding a bill, should be directed to your account manager or email [businesssupport@onecomm.bm](mailto:businesssupport@onecomm.bm).
- 4.8 If payment is not received within 30 days of invoice date, the account will be in default. Accounts in default shall be subject to interruption of the Services. Such interruption will not relieve the Customer from its obligations to pay any outstanding Charges to One. Accounts in default will be subject to an interest charge of 1.5% on the outstanding balance.
- 4.9 In the event of default, the Customer agrees to pay One its reasonable expenses, including attorneys and collection agency fees incurred in enforcing its rights under this Agreement.
- 4.10 Where the Customer's account is more than sixty (60) days overdue for payment, One reserves the right to deactivate the Services.
- 4.11 Invoicing for the Services will normally commence on the Commencement Date or as defined in the applicable Appendix and Schedule for the Service.
- 4.12 If applicable, the Customer shall pay the following early termination charges to One, unless provided otherwise in an Appendix or Schedule: (a) if such early termination occurs during the installation or special construction of facilities for a Service and prior to the Service Commencement Date, Customer shall pay the actual costs assessed on One by a third party, if any, or One will impose a charge equal to the cost incurred in the special construction (special construction of facilities for the Customer is considered to have started when One incurs any expense in connection therewith, or in preparation thereof, which would not otherwise have been incurred); or (b) if such early termination occurs during the Initial Period or any additional Periods, (as defined in the applicable Appendix and Schedule ), Customer shall pay One the aggregate total of all monthly recurring charges for the terminated Service(s) for the unexpired portion of the Initial Period or additional Period and any early termination fees pursuant to the applicable Appendix or Schedule for the Services.
- 4.13 The Customer shall pay all Charges due under this Agreement without deduction or set-off.
- 4.14 Where the Customer is no longer eligible to receive Service at a particular discount, as may be agreed between the Parties in a Schedule, the Customer agrees to pay the higher Charges for the remainder of the applicable Term.
- 4.15 If a minimum revenue commitment is specified in an Appendix or Schedule, an early termination fee may apply if the minimum revenue commitment is not met during any portion of the Term, as specified in the applicable Appendix or Schedule.

## 5 TERM

This Agreement shall commence on the Commencement Date and shall continue for the Initial Period as set out in the applicable Appendix and Schedule. Upon expiry of the Initial Period for any Service, this Agreement and the Schedule for that Service shall automatically renew for successive additional periods which shall be the same as the initial period in respect of the expired Service, unless terminated by either party in accordance with Section 6 or any other Section of this Agreement (the "Term").

## 6 TERMINATION

- 6.1 Either party may terminate this Agreement or a Schedule hereto at any time by giving at least thirty (30) days' written notice to the other party. Termination of one Service Appendix or Schedule will not affect the parties' rights and obligations with regard to other Services under this Agreement.
- 6.2 If the Customer fails to pay any outstanding Charges within ten (10) days after receipt of written notice from One of delinquency, or if the Customer fails to perform or observe any other material term or condition of this Agreement within thirty (30) days after receipt of written notice from One of such failure, One may immediately terminate this Agreement.
- 6.3 One may terminate this Agreement immediately upon the happening of any of the following events:
  - 6.3.1 if the Customer passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
  - 6.3.2 if the Customer becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
  - 6.3.3 if the Customer has a liquidator, receiver, manager, or similar officer appointed over any of its assets; or
  - 6.3.4 if the Customer ceases, or threatens to cease, to carry on business.
- 6.4 In the event of termination of this Agreement or a Schedule hereto by either the Customer, pursuant to Section 6.1, or One, pursuant to Sections 6.2 or 6.3, the Customer shall be liable for all Charges and early termination fees that would have been payable pursuant to any Appendices and Schedule(s) for such Services had such Appendices and Schedules continued in force for the full Term.
- 6.5 One reserves the right to terminate the Service (or any part thereof) in the event we cease to offer the Service generally or to your location. If we cease offering the Service (or any part thereof), we will give you at least sixty (60) days advance notice.
- 6.6 Neither expiration nor termination of this Agreement shall affect any obligations or rights of the parties accrued up to the date of such expiration or termination.
- 6.7 Upon expiry or termination of this Agreement, the parties shall provide each other with all such assistance as may be reasonably necessary in order to terminate their relationship in a manner which causes the least inconvenience to each other.

## 7 ACCEPTANCE OF MANAGED SERVICE DELIVERABLES

- 7.1 After receipt by Customer of written notice from One that it has completed any Deliverables specified in a SOW executed by Customer for Managed Services only, Customer shall evaluate such Deliverable within ten (10) business days of receipt to determine whether such Deliverable is in conformance with the applicable Specifications. If Customer does not provide to One notice of Acceptance no later than ten (10) business days after its receipt of the Deliverable, it hereby agrees that it shall have accepted the Deliverable for purposes of this Section. If Customer determines that, in its reasonable opinion, such Deliverable is not in conformance with the applicable Specifications, Customer shall provide to One notice of the same no later than ten (10) business days after receipt and the information forming the basis of such determination, and One shall, at One's sole expense and at no additional charge to Customer, re-perform the Services and/or modify the Deliverable within a mutually agreed period to place such Deliverable in conformance with the Specifications and re-submit such Deliverable to Customer in accordance with this Section.
- 7.2 Notwithstanding anything to the contrary contained in this Agreement or any SOW, Customer's acceptance of any Deliverables under a SOW prior to providing written notice of final acceptance pursuant to this Section shall be subject to Customer's acceptance of any Deliverables to be provided at a later date that interoperate with, or depend on the performance of, the Deliverables conditionally accepted, provided however, that such conditional acceptance shall not delay the commencement of invoicing and Customer's payment obligations as set forth in an SOW.
- 7.3 After receipt by Customer of written notice from One that it has delivered all Deliverables specified in a SOW executed by Customer, Customer shall evaluate such Deliverables within ten (10) business days of



receipt to determine whether such Deliverables are in conformance with Specifications. If Customer does not provide to One notice of Acceptance no later than ten (10) business days after its receipt of the Deliverable, it hereby agrees that it shall have accepted the Deliverable for purposes of this Section. If Customer determines that, in its reasonable opinion, such Deliverable is not in conformance with the applicable Specifications, Customer shall provide to One notice of the same no later than ten (10) business days after receipt and the information forming the basis of such determination, and One shall, at One's sole expense and at no additional charge to Customer, re-perform the Services and/or modify the Deliverable within a mutually agreed period to place such Deliverable in conformance with the Specifications and re-submit such Deliverable to Customer in accordance with this Section.

## 8 GRANT OF LICENSE

In exchange for the payment by Customer of the Charges hereunder, One, any Affiliate thereof or any authorized partner grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use any Licensed Software provided hereunder in object code form on systems under Customer's control solely in connection with Customer's use of the Deliverables for which such copy was provided and sold in accordance with the Customer Terms, the applicable instructions or documentation and any end-user license restrictions, if applicable. Customer is expressly prohibited from copying, sublicensing, selling, renting, leasing or otherwise distributing copies of the Licensed Software, or permitting either direct or indirect use of the Licensed Software by any third party. Customer agrees not to modify, disassemble, decompile, reverse engineer, create derivative works of, or make any other attempt to discover or obtain the source code for the Licensed Software. In the event any modifications are made to the Licensed Software by anyone other than One or its authorized partner, Affiliate or subcontractors (excluding Customer) and without the written consent of One, any and all warranties with respect to the Licensed Software shall immediately terminate and Customer shall indemnify One for all liability incurred in relation to such modifications. Customer shall also comply with all applicable governmental trade and export control laws and regulations with respect to the Deliverables, if applicable, and the Deliverables will not be transferred or exported into any country or used in any manner prohibited by any applicable laws in any jurisdiction. Notwithstanding the foregoing, the license rights set forth above may be limited with respect to particular Licensed Software in the manner set forth in any applicable Customer Terms, Services Order or SOW.

## 9 PROPRIETARY RIGHTS

- 9.1 Except as otherwise expressly set forth in a Services Order or SOW, Customer acknowledges that One, any Affiliate thereof or any authorized partner and its licensors retain all Intellectual Property Rights and title in and to all of their Confidential Information or other proprietary information, including Developed Software, products, services, and the ideas, concepts, techniques, inventions, processes, software or works of authorship developed, embodied in, or practiced in connection with the Deliverables provided by One hereunder, including without limitation all modifications, enhancements, derivative works, configurations, translations, upgrades, and interfaces thereto (all of the foregoing, "**One Works**").
- 9.2 The One Works do not include Customer's Confidential Information or preexisting Intellectual Property Rights, hardware, software, or networks. Except as otherwise expressly provided herein (or in a Services Order or SOW issued hereunder, subject any other term of the Agreement), nothing in this Agreement shall create any right of ownership or license in and to the other Party's Intellectual Property Rights, and each Party shall continue to independently own and maintain its Intellectual Property Rights.



## 10 WARRANTIES

- 10.1 The Customer acknowledges that the Services are not being made available to the Customer to meet the Customer's individual requirements and that it is therefore the responsibility of the Customer to ensure that the Services described herein meet its requirements. One shall not be liable for any failure of the Services to provide any function not specified.
- 10.2 No warranty, condition, undertaking or term express or implied, statutory or otherwise, as to the condition, quality, performance, merchantability, durability or fitness for purpose of the Services is given or assumed by One and all such warranties, conditions, undertakings and terms are hereby excluded.
- 10.3 One does not warrant that any network, computer systems, or any portions thereof, are secure. One does not warrant that use of the Service will be uninterrupted, error-free, that any defect in the Service will be correctable, or that incidents will be fully contained. The Customer acknowledges that impenetrable security cannot be attained in real-world environments and that One does not guarantee protection against breaches of security, or the finding or successful prosecution of individuals obtaining unauthorized access.
- 10.4 Customer represents and warrants that (i) it has the requisite power and authority, corporate or otherwise, to enter into this Agreement, to fully perform its obligations under this Agreement and permit One to deliver the Services or any additional services; (ii) it will not make any unauthorized representation or warranty to any third party relating to any Services, (iii) it will use the Services in compliance with all One's policies, including acceptable use policies, and will not use any Services in any way in violation of applicable law, and (iv) it acknowledges One's rights in relation to personal information provided by or in relation to Customer under this Agreement and the One Privacy Policy governing One's provision of the Services, as amended from time to time and published on the One website (the "**Privacy Policy**"). When One obtains any information from you which constitutes "personal information" (as defined in the Personal Information Protection Act 2016 of Bermuda "**PIPA**") in connection with the Services and/or more generally through our relationship with you, the Customer acknowledges and agrees that One may process such information in accordance with the data protection laws applicable to One at that time (including the PIPA) and the Privacy Policy.

## 11 COMPLIANCE WITH LAWS AND GOVERNMENT REGULATIONS

- 11.1 At all times during the Term of this Agreement, Customer shall comply with all applicable laws, rules and regulations relating to or affecting the performance of its obligations under this Agreement. Customer shall secure and maintain, at its sole expense, all licenses and authorizations from all governmental agencies necessary for the performance of its obligations under this Agreement, including without limitation, registering or filing this Agreement, if required, with the appropriate governmental agency. One takes no representation as to whether any license, regulatory or other approvals required by Customer to use the Service will be granted.
- 11.2 One shall comply with all applicable laws, rules and regulations relating to or affecting the performance of its obligations under this Agreement. One shall secure and maintain, at its sole expense, all licenses and authorizations from all local governmental agencies necessary for the performance of its obligations under this Agreement.
- 11.3 Each Party agrees that it shall comply with all export requirements in connection with its performance under this Agreement. Regardless of any disclosure made by Customer to One of an ultimate destination of the Licensed Software, Hardware, or technical data acquired from One and, notwithstanding anything contained in this Agreement to the contrary, Customer will not modify, export, or re-export, either directly or indirectly, any Licensed Software, Hardware, or technical data, or portions thereof, without first obtaining any and all necessary licenses from the government or agencies thereof or any other country that requires an export license or other governmental approval at the time of modification, export, or re-export. One shall have the right to suspend performance of any of its obligations under this Agreement, without any prior notice being required and without any liability to Customer if Customer fails to comply with this provision.

## 12 LIMITATION OF LIABILITY AND INDEMNITY

- 12.1 The Customer acknowledges that One's obligations and liabilities in respect of the Services provided are exhaustively defined in this Agreement. The Customer agrees that the express obligations and warranties made by One in this Agreement are, to the maximum extent permitted by law, in lieu of and to the exclusion of any other warranty, condition, term, undertaking or representation of any kind, express or implied, statutory or otherwise in relation to any Services provided.
- 12.2 To the maximum extent permitted by law, One, its affiliates, shareholders, directors, officers, employees, agents and subcontractors shall not be liable to the Customer for any, special, exemplary, indirect, incidental, reliance, punitive, consequential or any other damages, or for any loss, cost or expense of any kind or nature whatsoever, whether arising under contract, tort or otherwise, regardless of the foreseeability thereof and even if the Customer has been advised of the possibility thereof, including, but not limited to, loss of profits, loss of business opportunity, loss of goodwill, loss of revenue, loss or damage resulting from fraudulent use or intrusion of One's services or other economic loss.
- 12.3 Without limiting the provisions of this Section 9, One's maximum liability in connection with this Agreement or the performance thereof shall be limited to the lesser of (a) direct damages proven by the Customer in accordance with Section 17 or (b) the Charges paid to One under this Agreement for the six (6) month period immediately preceding the date the applicable claim or action first arose.
- 12.4 The Customer shall indemnify, defend and hold harmless One and its affiliates, shareholders, directors, officers, employees and subcontractors from any claims, demands, actions, damages, charges, expenses, fees, liability and costs (including reasonable attorneys' fees) arising under or in connection with its use of the Services under this Agreement.

## 13 CONFIDENTIALITY

- 13.1 Both parties agree to retain in confidence all information which is either i) designated as proprietary and/or confidential; or ii) by the nature of the circumstances surrounding disclosure; or iii) by the nature of the information itself, that should reasonably be understood by the receiver to be confidential to the discloser ("**Confidential Information**"). Each party agrees to: i) preserve and protect the confidentiality of the other party's Confidential Information during the Term and for two (2) years after any expiration or termination of this Agreement; ii) refrain from using the other party's Confidential Information except as contemplated herein; and iii) not disclose such Confidential Information to any third party except to its employees, agents, representatives or contractors as is reasonably required in connection with the exercise of its rights and performance of its obligations under this Agreement (and only subject to binding use and disclosure restrictions which are at least as protective as those set forth herein and which are agreed to in writing by such employees, agents, representatives or contractors). Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known; (ii) independently developed by the receiving party without reference to the Confidential Information of the disclosing party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order. Neither party shall disclose the terms of any SOW, Order Form or Schedule to this Agreement to any third party without the prior written consent of the other party.
- 13.2 The Charges, SOW, Order Form and Schedules to this Agreement are Confidential Information and shall be treated in confidence in accordance with this Section 13.
- 13.3 Upon request, the party in receipt of Confidential Information will promptly return all Confidential Information (or any designated portion thereof), including all copies thereof, to the disclosing party or, if so directed by the disclosing party, destroy such Confidential Information. The recipient will also, within seven (7) days of a written request by the disclosing party, certify in writing that it has satisfied its obligations under this Section.

## 14 **EQUITABLE REMEDIES**

In the event of a breach or anticipated breach of Section 13 of this Agreement, the Customer agrees that monetary damages alone may not be an adequate remedy and, accordingly, that One will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance.

## 15 **PUBLIC ANNOUNCEMENTS**

The parties agree to maintain in strict confidence and not to disclose publicly or disclose to any third party, subject to Section 13, the subject matter or substance of any discussions or negotiations between the parties, the terms of any proposed arrangements or agreements between the parties, or any other information relating thereto. The parties agree that each shall not, and shall not permit any of its shareholders, directors, affiliates, subsidiaries, representatives or other entities or their professional advisors to make any public announcements about the discussions regarding such arrangements or agreements and any other business and operating plans being discussed or negotiated, whether in the form of a press release or otherwise, without first consulting with the other party and obtaining its written consent.

## 16 **FORCE MAJEURE**

If One is delayed in the performance of or is unable to perform or performs contrary to any part of its obligations under this Agreement due to an act of God, public enemy, warlike operations, terrorism, civil commotion, riot, sabotage, labour difficulties (such as work stoppage, strike, lock-out, walk-out, slow-down and similar labour disrupting events), earthquakes, accidental current being carried over or through the facilities and equipment, power failure, embargo, unavoidable catastrophe, explosion, act of a Governmental Agency or military authorities or courts, unusual delay by other service providers, inability to secure product of manufacturers or vendors, inability to obtain international transportation service, or circumstances of any kind beyond the control of One, and One has used all commercially reasonable efforts to prevent and minimize the impact of all of the events identified herein, then One shall be excused from the performance of such obligations to the extent that the performance is prevented, hindered or delayed by such causes and shall not be liable under this Agreement during the period and to the extent of the inability to perform.

## 17 **DISPUTE RESOLUTION**

- 17.1 Both parties agree to use commercially reasonable efforts to resolve any dispute or claim relating to this Agreement in accordance with this Section in good faith. If a dispute or claim arises between the parties that cannot be resolved promptly between the parties at an operational level, either party may notify the other party of a formal dispute. Each party must nominate a senior executive to meet within seven (7) days of the date of the notice (or another agreed period) to resolve the dispute or claim.
- 17.2 Where the parties are unable to resolve a dispute in accordance with Section 17.1 either party may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the Bermuda International Conciliation and Arbitration Act 1993 and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English. The decision and award of the arbitrator shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the parties and enforceable in any

court of competent jurisdiction. Nothing in this Section 17.2 prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this Section 17.2, unless and until this Agreement is terminated in accordance with its terms.

- 17.3 The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.
- 17.4 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
- 17.5 The arbitration proceedings and the decision shall not be made public without the joint consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.

**18 NOTICES**

- 18.1 Any notice or other communication required to be given or served under this Agreement shall be duly given or served if it is (i) in writing (for the purposes of this Section 18, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message); (ii) signed by an authorized officer of the party giving or serving the notice; and (iii) either (a) delivered by hand or sent by prepaid recorded post to the address of the party as set out above (or such other address as is notified in writing to the other party from time to time); or (b) sent by e-mail to the e-mail address of the party as set out in this section (or such other e-mail address as is notified in writing to the other party from time to time).

*If to One*

One Communications  
 30 Victoria Street, Hamilton HM 12, Bermuda  
 Attention: Brian Lonergan  
 Title: Chief Commercial Officer  
 Tel: 441-700-7311  
 E-mail: blonergan@onecomm.bm

*If to the Customer*

Name of Customer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Attention: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Tel: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

- 18.2 A notice sent by post shall be deemed to have been served five (5) days after it is posted.
- 18.3 A notice sent by e-mail shall be deemed to have been served at the time that it is transmitted to the relevant e-mail address set out above.
- 18.4 In proving service of a notice in accordance with this Section 18 it shall be sufficient to prove in the case of a letter that such letter was properly stamped, addressed and placed in the post and in the case of an e-mail that such e-mail was duly dispatched to a current e-mail address of the addressee respectively.

## 19 UNAUTHORIZED UTILIZATION AND NON-SOLICITATION OF EMPLOYEES

- 19.1 The Customer shall not without One's prior consent, either during the term of this Agreement or for a period of twelve (12) months following the termination of this Agreement, hire or use the services or, or solicit or endeavor to entice away from One or its Affiliates any personnel involved in the provision of the Services.
- 19.2 In the event of a breach by the Customer this Section, the Customer agrees to pay One or its Affiliate liquidated damages in the amount of one (1) year's salary per individual hired or solicited earned by such individual when employed by One or its Affiliate, as applicable. The parties agree that this sum constitutes a genuine attempt by the parties to estimate in advance the loss which One or is Affiliate would be likely to suffer from a breach of the obligation in question and that the purpose in agreeing this sum is to facilitate recovery of damages without the difficulty and expense of having to prove actual damage.
- 19.3 Without prejudice to any other right or remedy, the breach by Customer of this Section during the term of this Agreement shall be a cause for summary termination of this Agreement by One.

## 20 MISCELLANEOUS

### 20.1 Amendment

The Customer agrees that One may, from time to time, revise the terms and conditions of the Agreement including any of the policies which may apply to the use of the Services. The current version of this Agreement shall be available to you on <https://onecomm.bm/master-service-agreement/>. We will provide notice of any material revisions by sending an email to the contact email address we have on file for you. You agree to visit the specified web page periodically to be aware of and review any such revisions. Revisions to this Agreement are effective upon posting to <https://onecomm.bm/master-service-agreement/> or as otherwise specified in the Agreement or our notice. By continuing to use any of the Services after the date the revisions are posted, you accept and agree to the revisions and to abide by them. If you do not agree to the revisions, you must terminate your Services immediately and such termination may be subject to any applicable early termination fees. For Small Business or Medium Sized Business (as defined in the Principles of Consumer Protection Order dated 11 September 2020 (the "GD")) other terms may apply pursuant to the GD.

### 20.2 Assignment

Customer shall not transfer or assign all or any part of its interest under this Agreement without the written consent of One. Any attempt to assign or transfer this Agreement by the Customer without the written consent of One shall be void. One may assign this Agreement in whole or in part to any affiliate of One, any person that purchases all or substantially all of the assets of One, or any other person formed by or surviving the merger or consolidation of One and any other person. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### 20.3 Entire Agreement

This Agreement supersedes all prior communications, transactions, and understandings, whether oral or written, with respect to the subject matter hereof and constitutes the sole and entire agreement between the parties pertaining to the subject matter hereof. There shall be no covenants, conditions, warranties, representations, terms or provisions, express or implied, relating thereto except as herein set forth.

### 20.4 Exclusivity

Neither party is bound by any exclusivity to the other under this Agreement.

20.5 **Exclusion of third party rights**

Notwithstanding any other provision of this Agreement, nothing in this Agreement shall confer, nor is it intended to confer, a benefit on any third party for the purposes of this Agreement.

20.6 **Further Assurances**

At the request of either party, the other party shall execute and perform all such documents, acts and things as may reasonably be required subsequent to the signing of this Agreement for assuring to or vesting in the requesting party the full benefit of the terms hereof.

20.7 **Independent Contractor**

Nothing contained in this Agreement shall grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of the other party. This Agreement shall not constitute a partnership, joint venture, or any other form of legal entity or business enterprise.

20.8 **No Effect on Other Agreements/Conflict**

No provision of this Agreement shall be construed so as to negate, modify or affect in any way the provisions of any other agreement between the parties unless specifically referred to, and solely to the extent provided herein.

20.9 **No Reliance**

Both parties hereby acknowledge that in entering into this Agreement it has not relied on any representation or warranty save as expressly set out herein or in any document referred to herein.

20.10 **Severability**

If any part of this Agreement or of any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this Agreement or other agreement, document or writing and the parties hereby agree to negotiate in good faith with respect to any such invalid or unenforceable part to render such part valid and enforceable to the fullest extent legally possible.

20.11 **Survival**

The terms and provisions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the parties hereto shall so survive the completion of performance and termination of this Agreement, including, without limitation, provisions for indemnification and the making of any and all payments due hereunder.

20.12 **Waiver**

A failure or delay of either party to enforce any provision of this Agreement will not be construed as a waiver of such provision or any other rights under this Agreement, unless in writing and signed by the party granting such waiver.

20.13 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute this Agreement.

20.14 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of Bermuda.