

TERMS OF SERVICE

These Terms of Service define the conditions under which Swiftway Ltd. hereafter referred to as "Swiftway") agrees to provide to its Customers the services of its dedicated servers, VPS and cloud instances along with the interface provided to the Customer (hereafter referred to as "the Service"). In order to use the Service, Customers must explicitly accept all the terms herein without reservations or modifications for individual cases before using a Swiftway dedicated server, VPS or Cloud instance. Use of the Service constitutes acceptance and agreement to the Terms of Service.

1. Customer Eligibility and Responsibilities

1.1 By agreeing to these Terms and Conditions the Customer declares that they are under no legal restriction under the laws of the United Kingdom and the laws of the jurisdiction from which the Customer operates, to enter into a binding contract to use the Service, unless any such restrictions have been approved by Swiftway and backed up by appropriate authorizations acceptable to Swiftway.

1.2 To be eligible to use the service, the Customer must register in the Service providing current and correct identification as requested. The required information may vary depending on factors determined necessary at the sole discretion of Swiftway. Customer is solely responsible for maintaining the correctness of the registration information in the Swiftway Customer panel (hereafter referred to as "Swiftcare Panel") and entering changes which may occur in a timely manner. The Customer is responsible for keeping account information confidential, and for all changes made in the account settings and activity carried out in and by the account and services used. Customer is also responsible for the security of the service being used. Should a Customer become aware of any unauthorized use of the account, or other breach of security, the Customer must immediately inform Swiftway thru a support ticket giving full details of the nature of the misuse. Swiftway will not be responsible for any consequences whether loss or damages, arising out of errors or failures by the Customer to provide correct account information or to maintain the security of service being used.

1.3 Customer is solely responsible for all content introduced into, created by, or distributed from the services in Customer's account. Customer is responsible for taking appropriate remedial action without delay on being notified of any inappropriate use of the Service as defined in the Acceptable Use Policy given on the Swiftway website www.swiftway.net.

1.4 Customers are expected to be technically competent to manage the service(s) ordered or to have access to such know-how and competencies to ensure the proper functioning of the service created by or for, the Customer. Swiftway will not be responsible for any losses by the Customer for Customer's inability to use the Service due to any improper configuration of the service.

1.5 Customer Data security: Customer is solely responsible for the preservation of Customer's Data. Even with respect of Data which Customer contracts for backup services, Swiftway shall have no responsibility to preserve Data, the service is provided as is, without warranty.

1.6 Any failure by the Customer to adhere to the Terms and Conditions presented herein may result in the immediate termination by Swiftway of the Customers eligibility to use the Service at their sole discretion.

2. Master Service Agreement

2.1 Term : This Agreement will begin on the day Customer signs up to the first service governed by this agreement, and will continue until the termination of the last service governed by this agreement. The Services to which Customer subscribes will automatically renew at the end of each cycle for a subsequent cycle as defined by the purchase order, until either party provides written notice to the other stating their wish to discontinue the Service, no less than 5 days before the due date of the next invoice unless this notice period is otherwise defined in the purchase order. All payments are nonrefundable. Customer's sole remedy for Swiftway's nonperformance of any Services will be a credit issued pursuant to any applicable Service Level Agreement.

2.2 Charging Policies : All charges are denominated, and Customer must pay, in the currency as invoiced and shown to the Customer in the client portal Swiftcare. Charges will be applied to the account on the creation or upgrading of services, at each renewal for another month, and at any time that the Customer exceeds defined service limits and requests additional resources. Customer account must contain a positive balance for services to be provided. At a time that the account will go overdrawn Customer is required to pay all outstanding dues to continue with the Service. On the Customer's request Swiftway will issue an invoice at the end of each month for charges levied in that month. Services not paid for within terms are subject to a finance charge at the rate of 1% per month for the duration of the overdue period.

2.3 Usage-Based Billed Services, will be billed on the basis of consumption and in monthly intervals. Each unit of a Usage-Based Billed Service consumed by Customer will be rounded up to the next whole unit. An initial base rate and overage rate for the Services will be established by Swiftway and communicated to Customer in the original sales quote or on the first invoice. Customer is solely responsible for the tracking and controlling of its usage of the Usage-Based Billed Services within the client portal Swiftcare, and Swiftway will have no responsibility to notify Customer pertaining to any usage.

2.3.1. Professional services: Professional Services like system management and data migration can be provided on an hourly basis and billed in 15 minute intervals at Swiftway's then current rates or otherwise as agreed by the parties. Swiftway makes no guarantee that it has professional services available, unless the professional service task has been agreed upon between Customer and Swiftway.

2.4 Suspension: Swiftway may suspend Services without liability if: (i) Swiftway reasonably believes that the Services are being used by Customer (or Customer's authorized users) in violation of the MSA, TOS, AUP, Privacy policy or any applicable law, court order, rule or regulation in any jurisdiction, and/or Customer fails to co-operate with Swiftway's investigation

of any such suspected violation; (ii) Swiftway reasonably believes that Services provided to Customer have been accessed or manipulated by a third party without consent; (iii) Swiftway reasonably believes that suspension of the Services is necessary to avoid an adverse impact to Swiftway's network or other Swiftway customers; (iv) a payment for the Service is overdue; (v) Swiftway reasonably believes that the use of the Services by Customer may subject Swiftway, its Affiliates, or any Third Party to liability; or (vi) suspension is required by law, statute, regulation, rule or court order. In Case of suspension due to overdue payment, Swiftway reserves the right to charge a reconnection fee of 3% of the service charge with a minimum of US\$25, or near equivalent in the billing currency.

2.5 Taxes, Duties, Levies and other fees: Customer will pay or provide appropriate exemption documentation for all taxes, duties, levies, and any other fees related to the Services imposed by any governmental authority. All Fees are quoted exclusive of any such taxes, duties, levies, or fees, and these will be added at the time of the charge being made to the Customer.

2.6 Other Customer duties and obligations:

2.6.1 Customer will provide to Swiftway and thereafter maintain, true, accurate, current, and complete Customer identifying information which Swiftway may from time to time require to fulfill its duties under this agreement and keep Customer identifying information up to date in the Swiftcare Customer Portal.

2.6.2 Abide fully with the Acceptable Use Policy, of which the current version is available through the Swiftway website www.swiftway.net.

2.6.3 Ensure proper security measures and procedures are applied at all times, and to notify Swiftway of any actual or suspected breaches or lapses thereof; Customer will use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it provides access, whether in connection with Customer's internal business purposes or as a Customer Offering. Customer will be solely responsible for ensuring the confidentiality and security of all account login names and passwords, and for all Customer conduct in connection with such account credentials. Customer will implement internal protocols and procedures whereby terminated personnel will no longer be able to use any of the Customer's Customername or password. All passwords used by Customer or its personnel must be smart, secure combinations of characters and not be comprised solely of dictionary words.

2.6.4 To report to the Swiftway Support Team by creating a ticket in the Swiftcare panel all Service performance problems encountered with the Service as soon as Customer observes them. Customer agrees to provide Swiftway with supporting information as reasonably requested by Swiftway, and to the extent such information is available to Customer, which may include(as applicable), without limitation, service or instance ID, Customer Email address, IP address(es), traceroute, ping or MTR output. Customer will co-operate with Swiftway's investigation of outages, security problems, and any suspected breach of this Agreement.

2.6.5 Ensure that adequate funds are available in the account to maintain the anticipated required services;

2.6.6 Customer shall comply with all applicable export and import control laws and regulations in its use of Swiftway Services, and, in particular, Customer shall not utilize Swiftway Services to export or re-export Data or Software without all required United States and foreign government licenses. Customer assumes full legal responsibility for any access and use of Swiftway Services wherever they are provided from, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export license, and represents that, should such a license be required, it shall be Customer's responsibility to obtain the same, and in the event of any breach of this duty resulting in legal claims against Swiftway, Customer shall defend and hold Swiftway harmless from all claims and damages arising therefrom.

2.6.7 Customer will comply with all license terms or terms of use for any software, content, service or website (including Customer Data) which Customer uses or accesses when using the Services. Customer will reasonably comply with any request by Swiftway to co-operate in connection with any third party audit, including but not limited to software audits.

2.6.8 Abide by all the terms of this agreement, its terms of service, and associated requirements such as the Acceptable Use Policy, and Privacy Policy.

2.7 Swiftway Service Level Availability : (SLA)

2.7.1 Swiftway makes the Service available "as is" while also making all reasonable and commercially viable efforts to ensure continuous availability of both Customer services and the client portal Swiftcare, together with Internet access at the point of entry into and out of, the Swiftway Network. Swiftway provides Customers with support staff to which all issues should be reported by using the Swiftcare panel support ticket system.

2.7.2 Problems related in any way to the Customer's server operating system or any other software on the Customer server, or to the actions of Customer or third parties, do not constitute Failures and are not subject to any remedy defined herein.

2.7.3 In the event Swiftway does not achieve a particular Service Level in a particular month, Swiftway will issue a credit equal to the compensation listed in the Service Level Agreement applicable to the service. Credits issued in any given month cannot exceed the total payment on the affected service for that month. Swiftway's trouble ticketing systems will be used for calculating any Service Level events. Credits under the Service Level Agreement, if issued to Customer's account, will be used only to offset future Fees for certain Services as provided in the Service Level Agreement. Such credits may not be sold, converted to cash, used to pay past due balances, or transferred to any Third Party or Affiliate, and will expire on the termination or expiration of this Agreement. To request a credit, Customer must contact Swiftway billing by raising a ticket in the Swiftcare panel within Seven (7) days after the incident for which a credit is requested.

2.7.4 In the event of any damages arising out of Swiftway's furnishing or failure to furnish Services under this Agreement, Customer's sole remedies are contained in the Service Level Agreement provision under section 2.7.3 of this agreement.

2.8 Disclaimers and Waiver of Liability :

SWIFTWAY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING HARDWARE, SOFTWARE, OR SERVICES, NOR THE STATEMENT OR CONDUCT OF ANY AGENT OF SWIFTWAY, SHALL BE DEEMED A WARRANTY FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS RELIED ON NO WARRANTIES OR STATEMENTS OTHER THAN AS MAY BE SET FORTH HEREIN. CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS AGAINST SWIFTWAY ARISING OUT OF CUSTOMER'S PURCHASE OR USE OF THE SERVICE, OR ANY CONDUCT OF SWIFTWAY'S OFFICERS, EMPLOYEES, OR AGENTS. SWIFTWAY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY IN ANY AMOUNT, OR FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR SAVINGS, LOSS OF GOODWILL, OR THE LOSS OF USE OF ANY DATA, EVEN IF SWIFTWAY HAD BEEN ADVISED OF, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY THEREOF. NO DISCLOSURE BY SWIFTWAY'S OFFICERS, EMPLOYEES, OR AGENTS, SHALL BE MADE A CAUSE OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL SWIFTWAY'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER, WHETHER IN CONTRACT, TORT, UNDER STATUTE, OR OTHERWISE, EXCEED THE AMOUNT OF ONE (1) MONTH OF SERVICE PROVIDED PURSUANT TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES THAT THE FEES PAID BY HIM OR HER REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SWIFTWAY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS.

Notwithstanding any other provision hereof, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Agreement.

2.9 Confidentiality : Customer shall keep confidential any Information to which it is given access, and shall cooperate with Swiftway's efforts to maintain the confidentiality thereof. Customer shall not publish to third parties or distribute information about Customer's Service or documentation that Swiftway provides for purposes of operating and maintaining its Service, including material contained in estimates, invoices, work orders, e-mail exchanges with Swiftway, or other such materials.

2.10 Indemnification : Each party shall indemnify the other from any claims by third parties and expenses (including legal fees and court costs) respecting damage to tangible property, personal injury or death caused by such party's negligence or wilful misconduct arising in connection with

this Agreement.

2.11 Termination : Either party may terminate this Agreement if the other party fails to cure a material breach of the terms of this Agreement within thirty (30) days after receiving notice thereof. In the event Swiftway terminates this Agreement for Customer's material breach, any amounts owed to Swiftway hereunder before such termination will be immediately due and payable, any and all rights granted to Customer this Agreement will immediately be canceled, and Customer shall promptly discontinue all use of the Services, relinquish any Confidential Information in Customer's possession or control. If Swiftway determines that Customer's failure to abide by the terms and conditions of this Agreement may give rise to unlawful consequences or cause an immediate risk of damage to Swiftway, other Customers, or third parties, Swiftway may terminate this Agreement with immediate effect.

2.12 Legal Compliance : Swiftway may suspend or terminate Services and this Agreement immediately upon receipt of any lawfully issued notice from a court having jurisdiction over Swiftway, alleging the use of the Services to accomplish violations of law, pending the resolution of the relevant court proceeding. When subjected to lawful process requiring disclosure, Swiftway may disclose the Customer's identity and contact information, and Swiftway shall not be liable for damages or results thereof, and Customer agrees not to bring any action or claim against Swiftway for such disclosure.

2.13 Survival : All terms of this Agreement, which by their nature are intended to survive termination of this Agreement, shall so survive.

2.14 Force Majeure : Either party shall be excused from performing hereunder to the extent that it is prevented from performing as a result of any act or event which occurs and is beyond its reasonable control, including, without limitation, acts of God, war, weather, utility or telecommunications outages, unrest or riot, strikes any action of a governmental entity, etc.; provided that the party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such force majeure.

2.15 Choice of Law, Venue, Consent to Email Service and Waiver of Hague Convention Service Formalities : Any claim arising under this Agreement shall be construed in accordance with the substantive and procedural laws of the United Kingdom, without regard to principles of conflict of laws. Customer consents to the jurisdiction of the United Kingdom. Customer consents to service of process via Domestic or International First Class Certified Mail and/or email to then then current land and email addresses shown on invoices and/or in the "Contact us" section of Swiftway's website www.swiftway.net and waives any requirement under the Hague Convention or other judicial treaty requiring that legal process be translated into any language other than English.

2.16 Final Provisions : This Agreement, including all related agreements and policies incorporated by reference herein, constitutes the entire agreement between the parties related to the subject matter hereof, supersedes any prior or contemporaneous agreement between the

parties relating to Swiftway's Services and shall not be modified except by a written agreement signed by both parties, specifically recording the intent to amend this Agreement. Any waiver of a provision of this Agreement must be in writing and signed by the party to be charged. A valid waiver hereunder shall not be interpreted to be a waiver of that obligation in the future or any other obligation under this Agreement. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof.