

Terms of Service

These terms of service (the “**Terms of Service**”) apply to and are a legally binding agreement between Cyber Internet Services (Pvt.) Ltd., a Pakistani limited liability company (“**Cybernet**”) and the Customer (defined below).

The Terms of Service, the Service Level Agreement (“**SLA**”) and the Order (defined below), form an agreement (“**Agreement**”) between Cybernet and the Customer and relates to Cybernet’s business being run in the name and style of ‘RapidCompute’ which essentially provides cloud computing services (“**RapidCompute**”). This Agreement governs all services provided by RapidCompute to the Customer and is effective from the moment (i) the Customer indicates agreement on the RapidCompute Website by clicking “I agree” or “Submit”, or (ii) the two parties sign a written Agreement in person (whichever comes first).

1. Definitions

In these Terms of Service, unless there is something inconsistent to the subject or context, the following words and expressions shall have the meaning respectively assigned to them as follows:

1. "Affiliate" means an entity that now or in the future, directly or indirectly controls, is controlled by or is under common control with a party to the Agreement. "Control" shall mean the ownership of more than fifty percent (50%) of the (i) voting power to elect the directors of the said entity, or (ii) ownership interest in said entity.
2. "Agreement" as defined in the recitals above
3. "Customer" means the entity or individual so named on the Order including End Users, and Website visitors
4. "Customer Data" means any data (including but not limited to any software application) stored by the Customer on the infrastructure provided by RapidCompute in connection with the Services.
5. "Customer Technology" means Customer's proprietary technology, including without limitation, all text, pictures, sound, video, and log files, Customer's software (in source and object forms), user interface designs, architecture and documentation (both printed and electronic), know-how, and any related Intellectual Property Rights throughout the world (whether owned by Customer or licensed to Customer from a third party).
6. "End Users" means any person or entity deriving use of the Services through the Customer including but not limited to the Customer, an Affiliate of the Customer or a customer of the Customer.
7. "Force Majeure Event" is any event beyond either party's reasonable control, including, without limitation, acts of war, acts of God, earthquake, hurricanes, flood, fire or other similar casualty, embargo, riot, terrorism, sabotage, strikes, governmental act, insurrections, epidemics, quarantines, inability to procure materials or transportation facilities, failure of power, restrictive governmental laws or regulations, court orders, condemnation, failure of the Internet or other event of a similar nature.
8. "Governmental Authority" means any federal, national, state, regional, county, city, municipal, local, territorial, or tribal government, whether foreign or domestic, or any department, agency, bureau or other administrative or regulatory body obtaining authority from any of the foregoing, including without limitation, courts, public utilities and communications authorities.
9. "Intellectual Property Rights" means and includes any and all intellectual property of whatever nature and kind including without limitation patents, registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyrights, database rights, design rights, and all similar property rights including those subsisting (in any jurisdiction) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications and the right to apply for protection of any of the above rights.
10. "Mark-up Rate" means 2% per month or if such amount is not permitted by law then the highest rate permitted by law.
11. "Monthly Recurring Charges" or "MRC" means the fixed charges payable to Cybernet by the Customer on a monthly

recurring basis for the use of the Services.

12. "Network" means the telecommunications network, including but not limited to fibers and optical and wired/wireless transmission equipment, which is owned and/or leased and operated and maintained by Cybernet or its Affiliates.
13. "Order" means the order submitted by Customer to RapidCompute via the Website or any other means acceptable to Cybernet setting out matters relating to RapidCompute's delivery of Services to the Customer and governed by these Terms of Service.
14. "Personal Information" means any information that may identify a particular individual.
15. "Service(s)" means those services provided by RapidCompute to the Customer which allow the Customer to store data and/or use the Software via the infrastructure provided by RapidCompute as further described in the Order.
16. "Service Fees" means charges for the Services (including but not limited to Monthly Recurring Charges and non-recurring charges) as identified in the relevant Order.
17. "Service Level Agreement" or "SLA" means the service level provisions describing the service level targets as mentioned in the SLA document.
18. "Software" means any software application provided by RapidCompute which the Customer may have license to use in accordance with any Order.
19. "Technology" means Cybernet's proprietary technology, including but not limited to, RapidCompute Services, software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, business methods, and graphic images and text made available on the Website, trademarks, logos, domain names and any related Intellectual Property Rights vested in Cybernet pursuant to the Copyright Ordinance, 1962, and any other applicable laws.
20. "Website" means the RapidCompute website available at www.rapidcompute.com.

2. Service Conditions

1. General

The Customer may submit an Order(s) which shall constitute an offer to buy the Services. Cybernet may then accept the offer at its sole discretion at which time both parties will be legally bound to the Agreement. Acceptance may occur by i) a message received via the Website acknowledging receipt and acceptance of the Order; or ii) delivery of the Services. Except as otherwise agreed by the parties, Cybernet shall not be obligated to accept any Order.

2. Term and Termination

■ Termination or Suspension by either Party

The Services will be provided on an indefinite-time basis and may be terminated at any time (i) by the Customer upon a prior written notice to RapidCompute or (ii) by Cybernet upon a ninety (90) day prior written notice to the Customer.

In cases where the Customer's Services are suspended due to non-payment, Cybernet maintains the right to terminate the Customer's Services by providing written notice in the form of a pending invoice to the Customer two (02) days prior to termination of the Services.

In cases where the Customer violates the Terms of Service or any other policies mentioned on the Website and other portals, Cybernet maintains the right to terminate the Customer's services by providing written notice to the Customer two (02) days prior to termination.

In cases where the Customer's account remains inactive for more than thirty (30) days, Cybernet reserves the right to terminate the account by providing a written notice two (02) days prior to termination.

- **Additional Termination or Suspension by Cybernet**

Cybernet shall have the right, upon written notice, to immediately terminate and /or suspend any Order(s), and/or discontinue or suspend the delivery of the affected Services (without liability) in the event that;

- a. Customer has violated any law, rule, regulation or policy of any government authorities related to the or Customer's or an End User's use thereof, or Sections 3 or 4.6 (acceptable use policy and anti-bribery); or
- b. In the event RapidCompute receives any direction, notification or instruction from any Government authorities (or any independent Internet content monitoring entity) to suspend or terminate the provision of Services to Customer (through no fault or negligence of RapidCompute).

- **Cybernet's Remedies**

In the event Cybernet terminates an Order because of any reasons set forth in Section 2.2.2, then Customer agrees to pay to Cybernet the fixed Monthly Recurring Charges and / or any other fixed minimum charges for the remaining of the initial monthly term or the then current monthly renewal term.

3. Fees

Cybernet shall charge the Customer Services Fees as detailed in the Order(s). Cybernet shall be entitled to increase or decrease its Service Fees upon a thirty (30) day prior written notice to Customer.

4. Billing and Payment

Unless otherwise agreed between the parties in writing, billing for Services shall be done in advance either monthly or on such other payment period as is listed in the Customer's Order, for a package of services listed in the Order ("**Prepayment Plan**"). Cybernet shall invoice all Service Fees, and payment is due, before the start of each prepayment period, including renewed prepayment periods. Customer may increase ("**Upgrade**") its Services package through the RapidCompute customer portal, "my.RapidCompute.com" (the "**Customer Portal**"). Additional charges will go into effect upon Upgrade, and Cybernet may charge a prorated increase in Service Fees for the payment period during which the Upgrade occurs, on a daily basis (or at such times as it chooses).

Each Prepayment Plan will renew automatically at the end of its prepayment period. If the prepayment period is one month or less, Customer may cancel the Prepayment Plan two (02) days prior to the next prepayment billing cycle through the customer portal. If the prepayment period exceeds one month, Customer may cancel the Prepayment Plan at any time during the first 30 days of a renewed prepayment period, and if Cybernet has already charged Customer for such period, it will refund the fees, prorated to deduct the time between the start of the prepayment period and cancellation. The Customer will provide notice of cancellation through the Customer Portal.

Any amount due but not received by Cybernet will accrue mark-up from thirty (30) days after

the date of invoice to the date of payment, at the Mark-up Rate (pro-rated on a daily basis). Furthermore, Cybernet shall have the right to set off any amounts due hereunder which are not paid when due against any amounts owed to Customer or its Affiliates by Cybernet or its Affiliates pursuant to these Terms of Service or any other agreement between the Parties.

5. Credit Approval and Deposits:

Cybernet reserves the right to carry out a credit check of the Customer at any time prior to acceptance of an Order or for the duration of any Order. The Customer hereby authorises, and shall assist, Cybernet in obtaining information about the Customer's commercial activities and financial condition from third parties, including, but not limited to, banks, credit reporting agencies and other businesses that provide like information.

Upon RapidCompute's request, the Customer will make a deposit, or other security for the payment of charges as specified by RapidCompute, (i) as a condition to RapidCompute's acceptance of any Order, or (ii) in the event Customer fails to comply with the payment terms set forth in Section 2.4 twice in any twelve (12) month period, as a condition to RapidCompute's continuation of delivery of any Service. The deposit will be held by Cybernet as security for payment of the Service Fees. When Service to Customer is terminated, the amount of the deposit will be credited to Customer's account and any remaining credit balance will be refunded within thirty (30) days of such termination.

Customer shall be subject to the credit limit (the "**Credit Limit**") as may be specified in the Order(s). The Credit Limit may be varied only with the written approval of Cybernet. Cybernet shall have the right at any time to increase or decrease the Credit Limit by giving at least three (3) days prior written notice to Customer.

If at any time Cybernet determines that the sum of (i) total invoiced amounts which remain unpaid, plus (ii) the unbilled but accrued usage of Customer, (the "**Accrued Liability**") has exceeded the then current Credit Limit, Cybernet shall have the right to demand by written notice that Customer make an immediate payment to Cybernet by electronic transfer (or such other method as agreed by the parties) of such amount required: (i) to reduce its aggregate Accrued Liability to less than the Credit Limit, and (ii) to ensure that the Credit Limit shall not be exceeded prior to the next invoice due date. Upon such demand, the demanded amount shall become immediately due and payable and Customer shall pay such amount within twenty-four (24) hours of its receipt of such notice. If Customer fails to remit such payment when due, Cybernet shall have the right without further notice to suspend and/or terminate the Services.

6. Taxes and Fees

All charges for Services are net of applicable taxes. Except for taxes based on RapidCompute's net income, Customer will be responsible for payment of all applicable VAT, GST, consumption tax, use, excise, access, bypass, franchise, regulatory or other similar taxes, fees, charges or surcharges, whether now or hereafter enacted, however designated, imposed on or based on the provision, sale or use of the Services (hereinafter "**Taxes**").

To the extent Customer is or believes it is exempt from payment of certain Taxes, it shall

provide to Cybernet a copy of a valid exemption certificate. Cybernet will give effect to all valid exemption certificates in the next full billing cycle following receipt of the certificate from Customer, but only to the extent Cybernet is permitted to do so under applicable laws. Notwithstanding the foregoing, in the event that a Customer exemption certificate is or becomes invalid during the term of any Order, and Cybernet is assessed or responsible for additional Taxes, penalties or late charges, Customer shall be responsible for such charges in accordance with this Section 2.6.

Cybernet is exempt from deduction of withholding tax on all its receipts from Customers and a certificate to support such status can be provided upon request. Despite above, if a Customer deducts withholding tax from payment made to Cybernet, the Customer commits to providing evidence of such deduction to Cybernet for further claims as advance taxes. If any taxing or Governmental Authority asserts that Cybernet should have collected certain Taxes from Customer which Cybernet did not collect, Customer hereby agrees to indemnify Cybernet for such Taxes and hold Cybernet harmless on an after-tax basis from and against any Taxes, interest or penalties levied or asserted in connection therewith.

7. Disputed Bills

In the event Customer disputes in good faith any portion of RapidCompute's invoice, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to Cybernet within fifteen (15) days of receipt of billing for such Services. Customer acknowledges and agrees that it is able to and that it is reasonable to require Customer to dispute bills within that time and Customer therefore waives the right to dispute the charges not disputed within the time frame set forth above.

8. Services Provided by Cybernet Affiliates

If an Order requires the provision of Service to the Customer in a jurisdiction other than a jurisdiction within which Cybernet is authorised to provide services, such Service may be provided to Customer by an Affiliate of Cybernet and Cybernet acts as the agent of that Affiliate for the Services in that jurisdiction.

9. Software Licenses

Customer may be provided with the right to use certain Software which shall be governed by the terms of the relevant Software license terms available at the Website. Customer agrees, acknowledges and authorises Cybernet to enter into the relevant Software license in Customer's name as a client to satisfy any Software license terms and third party Software license terms so as to accomplish any Services of Cybernet pursuant to this Terms of Service. Customer agrees and acknowledges that Cybernet is not renting any client software to Customer.

10. Demarcation of Responsibilities

For the avoidance of doubt, Cybernet is only responsible for providing the management of the

server host hardware including storage and a web based portal for overall management of the Service and, if requested by Customer and agreed by Cybernet, the provision of the Software.

The Customer is responsible for managing and operating the Software including but not limited to patch management, upgrades, antivirus, system security, application programs and data. The Customer is also responsible for managing and configuring its use of the Service (via the Website and other portals provided) including but not limited to, user access administration, security controls and payment information.

3. Acceptable Use Policy (“AUP”)

1. General

Cybernet does not control or monitor the content of the Customers' online communications, however, Cybernet may edit or remove content that it deems to be in violation of the AUP or that it otherwise deems to be harmful or offensive. Each Customer is responsible for preventing violations of this AUP by third parties accessing the Service through Customers' computers or accounts, including without limitation, hackers and Customers' own users. No credit will be available under a RapidCompute SLA for interruptions of service resulting from AUP violations.

If Customers engage in conduct while using the Services that is in violation of the AUP or is illegal or otherwise improper in Cybernet's sole discretion, Cybernet reserves the right to suspend and possibly terminate Services provided by RapidCompute or the Customer's access to the Services. In most cases, Cybernet will attempt to notify Customer of any activity in violation of the AUP and request that the Customer cease such activity; however, in cases where the viability of the Services are potentially threatened or cases involving unsolicited commercial emails / SPAM, mail relaying, alteration of Customer's source IP address information, denial of service attacks, illegal activities, harassment or copyright infringement, Cybernet reserves the right to suspend / restrict the Customer's access to the Services at Cybernet's sole discretion, without notification. In addition, Cybernet may take any other appropriate action, legal or otherwise, against a Customer for violations of the AUP, which may include termination of the Service. Customer will reimburse Cybernet for any expenses resulting from Customer's violation of the AUP, including attorneys' fees. Customer is responsible for the use of its Services, including use by hackers and other unauthorised third parties. Customer's responsibility includes payment for exceeding transfer and bandwidth limits.

Except where RapidCompute specifically accepts such responsibility in the Order, Customer is responsible for maintaining security, including disaster recovery systems and backups. (Customer is advised to maintain its own backups outside of RapidCompute's premises and systems, even if RapidCompute provides backups, security, or other services related to data protection.)

The Services must be used in a manner that is consistent with the intended purpose of the Services and may be used only for lawful purposes. Customers shall not use the Services in

order to transmit, distribute or store material: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the Services or other RapidCompute customers; or (c) that may expose Cybernet to criminal or civil liability. Customers are prohibited from facilitating the violation of any part of this AUP, including, but not limited to transmitting, distributing, or otherwise making available any product or service that violates this AUP.

2. Resale of Services

These Terms of Service only cover the Service usage by the Customers, including Customer organisations, officers, employees and other related persons. Any resale of the Services shall be covered under a separate Resale Agreement.

3. Misuse of the Services

Customer shall be responsible for the Services usage and shall not use the Services nor allow the Services to be used for any unlawful or illegal purposes or to transmit, distribute or store contents or messages (including e-mail messages) which are inappropriate (including, but not limited to, obscene (including pornography), defamatory, libellous, threatening, abusive, hateful, or excessively violent), harmful (including, but not limited to, viruses, worms, password-cracking programs or Trojan horses), and/or fraudulent or misleading (including, but not limited to, false, deceptive, or misleading statements, claims, or representations), as reasonably determined by Cybernet in accordance with generally accepted standards of the Internet community, nor to transmit or distribute unsolicited e-mail messages where such e-mail messages could reasonably be expected to provoke complaints (spam).

Further, Customers are prohibited from using the service of another provider to send spam to promote a site hosted on or connected to RapidCompute's Services/ Website. In addition, Customers shall not use the Services in order to:

- send e-mail messages which are excessive and / or intended to harass or annoy others,
- continue to send e-mail messages to a recipient that has indicated that he / she does not wish to receive them,
- send e-mail with forged TCP / IP packet header information,
- send malicious e-mail, including, without limitation, "mail bombing",
- send or receive e-mail messages in a manner that violates the use policies of any other Internet service provider, or
- use an e-mail box exclusively as a storage space for data.

4. Unauthorised or Fraudulent Use of the Service

Customer shall be responsible for (save as to the extent caused by any acts or omissions of RapidCompute), taking all reasonable measures to avoid and immediately notify RapidCompute of any unauthorised or fraudulent use of the Service. Customer shall be solely responsible for all charges incurred in respect of the Services even if such charges were incurred through, or as a result of, such fraudulent or unauthorised use.

5. Cooperation with Investigation Authorities

Cybernet will cooperate with appropriate law enforcement agencies and other parties involved

in investigating claims of illegal or inappropriate activity covered under any law in force at that time. Cybernet reserves the right to disclose customer information to the extent authorised by federal surveillance statutes.

6. Privacy

Because the Internet is an inherently open and insecure means of communication, any data or information a Customer transmits over the Internet may be susceptible to interception and alteration. Cybernet makes no guarantees regarding, and assumes no liability for, the security and integrity of any data or information a Customer transmits over the Internet, including any data or information transmitted via any server designated as "secure."

7. Reporting AUP Violations

Cybernet requests that anyone with information about a violation of this AUP, or of RapidCompute's Terms of Service, report it by sending an email to abuse@rapidcompute.com.

4. Obligations of the Parties

1. Customer's Representations and Warranties

Customer represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority for the duration of the Agreement, to use the Services as contemplated hereunder; (ii) the performance of Customer's obligations under these Terms of Service and use of the Services will not violate any applicable law, rule or regulation or any applicable manufacturers' specifications or otherwise unreasonably interfere with RapidCompute's Customers' use of the Services or Network, and (iii) the Customer is authorised and has completed all required corporate actions necessary to execute the applicable Order(s).

2. Cybernet's Representations and Warranties

Cybernet represents and warrants that (i) it has the legal right and authority, and will maintain the legal right and authority for the duration of the Agreement, to provide the Services ordered by Customer hereunder; (ii) the performance of Cybernet's obligations under these Terms of Service will not violate any applicable law, rule or regulation; and (iii) Cybernet is authorised and has completed all required corporate actions necessary to execute the applicable Order form(s).

3. Contact Information

Customer shall keep updated its contact and payment details via the RapidCompute Website and other portals at all times.

4. Privacy Policy

Cybernet is committed to respecting and protecting the privacy of Customers.

The Customer will provide RapidCompute with contact and payment information. Contact information includes name, email address, postal address and telephone number. Payment information includes a credit card number or other payment details. Customers' information will only be used to support the customer relationship with RapidCompute, and will never be passed to any third party unless this is necessary to provide services to the Customer or where Cybernet is legally required to do so.

The Customer also stores and transmits data using the Services. Unless the Customer gives explicit permission, RapidCompute will never inspect Customer's stored data and will only measure the volume of transmitted data for billing purposes or inspect the transmitted data to investigate suspected violations of the Acceptable Use Policy. RapidCompute shall not disclose Customer Data to any third party unless required to do so by law.

The Customer acknowledges and agrees that Cybernet may use, process and / or transfer Personal Information of the Customer and / or its employees (including intra-group transfers, transfers to third parties and transfers between countries): (i) in connection with the provision of Services; (ii) to incorporate such Personal Information into databases controlled by Cybernet for the purpose of account administration, billing and reconciliation, operational maintenance and support activities, fraud detection and prevention, and customer and market analysis and reporting; and (iii) to communicate to the Customer by voice, letter, fax or email regarding products and services of RapidCompute. If Customer believes that, in the course of providing Services under these Terms of Service, Cybernet will have access to data Customer does not want Cybernet personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

Customers may send requests to amend, correct or delete personal information submitted through RapidCompute's website or other portals at any time by sending an email to privacy@rapidcompute.com. The support staff will take reasonable steps to verify the Customer's identity before making any such modifications.

5. Customer Network Security

Customer is responsible for maintaining the security of its internal network from unauthorised access through the Internet. Cybernet shall not be liable for unauthorised access to Customer's network or other breaches of Customer's network security.

6. Anti-Bribery

Without limiting the generality of the foregoing, under no circumstances shall Customer make, cause or authorise any third party to make or cause any bribes, kickbacks, or illegal payments for the purpose of influencing a person's acts or decisions or in order to obtain or retain business in connection with the Services received hereunder. Customer agrees to comply with all applicable anti-bribery laws.

7. Export Control

The parties acknowledge that products, software, and technical information (including, but not limited to service, technical assistance and training) provided under these Terms of Service or used by the Customer in connection to the Services may be subject to export laws and regulations of Pakistan and other countries, and any use or transfer of the products, software, and technical information must be in compliance with all applicable regulations. The parties will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with all applicable export regulations. If requested by either party, the other party also agrees to sign written assurances and other export-related documents as may be required to comply with all applicable export regulations.

8. Data Storage and Retention

Customer acknowledges and agrees that Cybernet shall not be responsible for any data stored by the Customer using the Services. Notwithstanding the above, the Customer may copy such data using the Services to a separate location at any time.

5. Ownership

1. Intellectual Property

Customer is and shall remain exclusively entitled to all right and interest in and to all Customer Technology and its confidential information, and Cybernet is and shall remain exclusively entitled to all right and interest in and to all RapidCompute Technology and its confidential information. Neither party shall, directly or indirectly, reverse engineer, de-compile, disassemble or otherwise attempt to derive source code or other trade secrets from the property of the other party. Customers may print copies of the information on the Website for personal use only.

Customers may not distribute any graphic images or text included herein; re-display this information on their websites or modify or re-use in any way the graphic images or text on RapidCompute's website or other portals without the express written permission of Cybernet,

RapidCompute trademarks, logos and domain names are registered trademarks of Cybernet and are protected by trademark and other laws in Pakistan and other countries. Use of RapidCompute trademarks is prohibited unless expressly authorised by Cybernet. Customers are not permitted to use any trademarks displayed on the website, Meta tags or any other "hidden text" utilising trademarks of RapidCompute and its licensors, without prior written permission of Cybernet or such third party who may own the trademark. Without the express prior written consent of Cybernet, no RapidCompute trademarks may be used in a manner that implies an affiliation with, approval by, endorsement of or sponsorship by RapidCompute.

Customers wishing to use the "Powered by RapidCompute" logo may contact their respective salesaccount managers for further details

Customers may not use the RapidCompute Website / other portals, material on the Website / other portals for any purpose or in any manner that infringes the rights of any third parties. Cybernet would like its customers to report any content on the RapidCompute Website / other portals that is believed to infringe any copyrights through an email to the support address.

2. Intellectual Property / Copyright Infringement Claims

It is RapidCompute's policy to respond to notices of alleged trademark / copyright infringement according to the procedures mentioned in the relevant applicable laws.

If the complaint is about material put up by a RapidCompute customer, please note that RapidCompute is not responsible for customer content. RapidCompute does not;

- Put up content;
- Manage such content;
- Have physical access to such content

Such matters should be taken up directly with the offending party. If an agreement cannot be reached between the complainant and the offending party, it is suggested that legal proceedings may be done against such offending party.

3. IP Addresses

The parties acknowledge and agree that RapidCompute may provide Customer the right to use certain IP addresses owned and/or licensed by Cybernet in connection with the provision of the Services. Customer acknowledges and agrees that on termination of the Agreement for any cause Customer's right to use such IP addresses shall automatically terminate.

4. Customer Data

Customer shall exclusively own all rights, title and interest in and to the Customer Data and shall bear sole responsibility for legal obligations associated with the same, including but not limited to compliance with any laws applicable to Intellectual Property Rights, regulatory compliance, accuracy, integrity and legality.

6. Liability and limitation of liability

1. Indemnification

Each party shall indemnify the other from any claims by third parties (including Government Authorities) and expenses including legal fees and court costs with respect to (i) damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct; (ii) a breach by either party of Sections 4.1 and 4.2 of the Terms of Service.

2. Damages

Notwithstanding any other provision hereof, neither party shall be liable for any indirect, incidental, special, consequential, exemplary or punitive damages (including but not limited to

damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services) arising out of the performance or failure to perform under any order or these Terms of Service, whether or not caused by the acts or omissions or negligence of its employees or agents, and regardless of whether such party has been informed of the possibility or the likelihood of such damages; provided however, that the foregoing limitations shall not apply to the parties' indemnity obligations contained herein.

3. Limitation

Cybernet's sole liability and Customer's sole remedy for damages arising out of the furnishing or the failure to furnish the Services (including but not limited to mistakes, omissions, interruptions, failure to transmit or establish connections, delays, errors or other defects) is limited to any applicable credit allowances due and / or Customer's right to terminate a particular Service under the applicable service level target as set forth in the SLA.

4. Disclaimer of Warranties

Except for warranties expressly made in these Terms of Service, Cybernet makes no warranties or representations express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability, satisfactory quality, and fitness for a particular use or noninfringement.

7. Miscellaneous Provisions

1. Publicity

Neither party shall have the right to use the other party's or its Affiliates' trademarks, service marks or trade names or to otherwise refer to the other party in any marketing, promotional or advertising materials or activities, provided, however, that RapidCompute shall be entitled to refer to Customer (by name and / or logo) as its customer only (no further details shall be disclosed) in any such materials or activities. Neither party shall issue any publication nor any press release relating to any contractual relationship between RapidCompute and Customer except as required by law or agreed in writing between the parties.

2. Confidentiality

Customer and RapidCompute must treat as confidential information: (a) the provisions of these Terms of Service; and (b) all information provided to a party by the other party under any Order, including without limitation technical, operational, marketing, billing, pricing and commercial information in relation to the supply of Services.

Notwithstanding the foregoing, confidential information shall not include information that: (a) is independently developed by the receiving party; or (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Section.

The confidential information shall remain the property of the relevant party. Each party shall maintain the confidentiality of the confidential information of the other party using at least the same degree of care as it employs in maintaining as secret its own trade, proprietary and confidential information but in any event always at least a reasonable degree of care. A party must not disclose the other party's confidential information to any person except: (a) to its employees (which for RapidCompute includes its Affiliates' and its third party service providers' employees) on a 'need-to-know' basis provided those persons first agree to observe the confidentiality of the information; (b) to legal and financial advisers; (c) with the other party's prior written consent; or (d) if required by law, any stock exchange, or any Government Authority.

3. Consent to Disclose

Cybernet reserves the right to provide any Customer or potential Customer bound by a nondisclosure agreement access to a list of RapidCompute's Customers and a description of the Services purchased by such Customers. Customer consents to such disclosure; including the listing of Customer's name and the Services purchased by Customer (financial terms relating to the purchase shall not be disclosed).

4. Contents of Communications

Cybernet does not monitor and will have no liability or responsibility for the content of any communications transmitted via the Services, and Customer will indemnify, defend and hold Cybernet harmless from any and all claims (including claims by any Government Authority seeking to impose penal sanctions) related to such content or for claims by third parties relating to Customer's use of the Services.

5. Application of Tariffs

In the event Cybernet is required to file tariffs with a Government Authority, the terms set forth in the applicable tariff shall govern RapidCompute's delivery of, and Customer's consumption or use of, such Services but only to the extent required by law, rule or regulation. In the event that there is any material change required to the Terms of Service and / or the Service Fees then Customer shall have a right to terminate the affected Services.

6. Force Majeure

Except for Customer's payment obligations under these Terms of Service and / or any Order, neither party shall be liable, nor shall any credit allowance or other remedy be extended, for any performance that is prevented or hindered due to a Force Majeure Event. If RapidCompute is unable to provide the Services for a period in excess of thirty (30) consecutive days for any reason set forth in this Section, then either party may cancel the affected Order upon written notice to the other party, and both parties shall be released from any further future liability under that particular Order.

7. Governing Law; Dispute Resolution

These Terms of Service and any Order shall be governed by the laws of the Islamic Republic of Pakistan and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Pakistan. In the event a RapidCompute invoice is not disputed and the Customer simply fails to pay, then Cybernet may seek to recover the sum due in any court of Pakistan without reference to its conflicts of law and the Customer hereby submits to the jurisdiction of any such court.

8. Severability; Waiver

In the event any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, void or unenforceable, such offending provision(s) shall be stricken and the remainder of these Terms of Service shall remain legal, valid and binding. The failure by either party to exercise or enforce any right conferred by these Terms of Service shall not be deemed to be a waiver of any such right nor will it be deemed to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

9. Assignment

The Customer may not assign an Order without first obtaining Cybernet's written consent. Cybernet may assign any Order(s) to, including but not limited to, an Affiliate or as part of a corporate reorganisation, consolidation, merger or sale of substantially all of its assets, or by any other means, by providing advance written notice to Customer of any such proposed assignment. Any purported assignment by the Customer in contravention of this clause shall be invalid and the Customer shall remain bound. These Terms of Service will bind and inure to the benefit of each party and each party's successors and permitted assigns.

10. Notice

- a. **To Cybernet:** Any routine notice or communication must be sent using the RapidCompute Website and other portals. Any legal notice or communication can be sent by Customer by electronic email or courier, to the following address: RapidCompute c/o Cyber Internet Services (Pvt.) Ltd. 10th Floor, Lakson Square Building No. 3 Sarwar Shaheed Road, Karachi - 74200 Pakistan Att. Legal Department Email: Legal@rapidcompute.com Such notice will be deemed to have been given as of the date it is sent or delivered, as applicable.
- b. **To Customer.** Any routine notice or communication must be sent to the individual(s) nominated by Customer as its contact(s) by electronic email, courier or facsimile at the address set forth in the Order(s) or at such other address as may hereafter be furnished. Such notice will be deemed to have been given as of the date it is sent, delivered or faxed, as applicable.

11. Changes to these Terms of Service

Cybernet may modify these Terms of Service upon a thirty (30) day notice to Customer upon which such modification shall be effective, provided, however, that, upon receipt of such notice Customer may terminate any Order without termination liability by delivering a written thirty (30) day notice of termination no later than thirty (30) days after the effective date of the change notification.

12. Third Party Beneficiaries

Cybernet and Customer agree that there shall be no third party beneficiaries to these Terms of Service or any Order, including, but not limited to, any sub-licensee or End User of Customer or the insurance providers for either party. To the extent it is allowed by law any legislation in any relevant jurisdiction giving rights to third parties is hereby excluded.

13. Entire Understanding

These Terms of Service, the SLA and any applicable Order(s) constitute the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Customer and Cybernet, are hereby superseded and withdrawn and shall have no legal effect insofar as they relate to the Services hereunder. In the event of any conflict between the documents comprising the Agreement, precedence shall be given to the documents in the following order: (i) the Order; (ii) the SLA; (iii) and these Terms of Service.