

ONAPP MASTER LICENCE AGREEMENT

1. General

- 1.1 This OnApp Master Licence Agreement (“MLA”) and any OnApp document referred to in it that is expressed as being incorporated by reference into it, including all Orders (as defined below) and the GTCs (as defined below), (collectively, “Agreement”), exclusively sets out the terms and conditions that govern access to and use of any and all OnApp Services (unless expressly stated otherwise on the face of an applicable Order, in respect of that Order only). “GTCs” means the OnApp General Terms and Conditions of Trading current at the time the relevant Order becomes legally binding.
- 1.2 “OnApp Services” include a variety of different software/products/services, which, subject to order, may change from time to time, owned, controlled and/or provided by or on behalf of OnApp Limited of The Cooperage, Old Truman Brewery, 91 Brick Lane, London E1 6QL, and/or other OnApp companies (collectively “OnApp”, “we”, “us” or “our”).
- 1.3 The OnApp Services currently include the following (which may be described in more detail at www.onapp.com) and may encompass other products/services in future, as specified in an Order:
 - OnApp software which runs the Cloud controller server and includes, amongst other things, OnApp Core, OnApp Integrated Storage and OnApp CDN System functionality (collectively, “OnApp Software”);
 - OnApp Federation, which enables you to trade services with other OnApp customers (“Marketplace”);
 - A managed CDN service provided by OnApp (“CDNaaS”).
- 1.4 The OnApp Software, as defined above, does not include and the Agreement does not apply to OnApp’s version of the Cloud controller server software that is available as a free-to-download edition (and is governed by its own separate terms and conditions)
- 1.5 Any entity wishing to use any part of the OnApp Services (“you”, “your”) may do so only if you and we have both agreed an applicable order in writing (which includes electronically) (“Order”) for the OnApp Services you require. All Orders shall be governed exclusively by the Agreement.
- 1.6 The rights granted under the Agreement are granted to you only and not to any other person or entity.
- 1.7 If you want to purchase additional OnApp Services in future, you and we may execute one or more additional Orders which shall become part of the Agreement on full execution.
- 1.8 Any other documents or terms issued by you, including any purchase order, shall be for your internal administrative purposes only and, regardless of what they may say otherwise, will have no contractual force or effect on us and shall not operate to govern our relationship or modify our Agreement with you.
- 1.9 Use of the OnApp Services shall also be subject to and governed by the OnApp Acceptable Use Policy as the same is described in Schedule 4 hereto and as such policy may be amended by us in our sole discretion from time to time.

2. Special Terms Applicable to OnApp Software

- 2.1 The OnApp Software is available only as an electronic download subject to prior agreement of an Order. You shall be entitled to use the OnApp Software for the period set out in the Order for it (“Software Term”). Either party may terminate this MLA without cause and without liability to the other for such termination by giving the other not less than ninety (90) days prior written notice of such termination, such notice not to expire before the end of the Software Term. If no period is stated as the Software Term in the Order the Software Term shall be deemed to be a minimum period of one year, starting on the Commencement Date, (“Default Term”). The Default Term shall continue after the initial one year period unless and until terminated on ninety (90) days written notice by either party or otherwise in accordance with the Agreement.
- 2.2 During the Software Term, you are hereby granted a non-exclusive, non-transferable, non-assignable, non-sublicensable limited right and license to install and use the OnApp Software, and to use

documentation related to such use provided by us, together with the right to grant to your own customers (“End Users”) a written sub-licence (“End User Licence Agreement”/“EULA”) to use (but not install) the OnApp Software on terms consistent with this Agreement and no less protective of us and the OnApp Software.

- 2.3 You shall not attempt to copy, modify, create derivative works from, republish, display, or distribute all or any portion of the OnApp Software and/or related documentation (as applicable) in any form or media or, by any means; (i) reverse compile, disassemble, reverse engineer or otherwise reduce to human-readable form all or any part of the OnApp Software, except as permitted by applicable law; (ii) access all or any part of the OnApp Software in order to build a product or service which uses or competes with it; (iii) save as expressly permitted otherwise by the Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise make OnApp Software and/or its related documentation available to any third party; (iv) obtain, or assist third parties to obtain access to the OnApp Software, other than as expressly provided under the Agreement; (v) remove any proprietary notice, labels, or marks on or in the OnApp CDN System; or (vi) store more than 100GB per Physical Core (as defined in the GTCs), (provided no such limit applies above 200 units).
- 2.4 The OnApp Software contains technological measures that, working in conjunction with OnApp computer servers, are designed to prevent unlicensed or illegal use of the OnApp Software (collectively, “Authentication System”). The OnApp Software will not operate unless OnApp from time to time verifies the OnApp Software using the Authentication System. The Authentication System allows OnApp to (among other things): monitor use of the OnApp Software; forthwith terminate, suspend or disable access to the OnApp Software in whole or in part in the event of a breach of this Agreement or in the event of a breach by the End User(s) of OnApp-related provisions; and/or terminate use of the OnApp Software upon the expiration or termination of the Agreement. You undertake not to, or attempt to, directly or indirectly modify, prevent or avoid the effective operation of or communication by the Authentication System.
- 2.5 You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the OnApp Software and/or its related documentation and shall promptly notify us of any such unauthorised access or use, of which you become aware.
- 2.6 We shall, in a timely manner, provide you with reasonable technical advice and assistance relating to the use of the OnApp Software. You shall be responsible for providing direct (or ‘front-line’) support to your End Users.
3. **Third Party Software.**
 - 3.1 The OnApp Services may contain third party software the use of which requires agreement to additional terms and conditions imposed by or for such third party with respect to such third party software (“Third-Party Licences”). You shall comply with the Third-Party Licences. We may treat your breach of any Third-Party Licence as a breach of the Agreement. OnApp does not hold itself out as having and does not accept any liability for or in connection with the use of such third party software which is provided ‘as is’ without any warranty by OnApp of any kind. In the event that you become entitled to terminate any Third Party Licence for breach, our maximum aggregate liability to you, if any, for and in connection with such termination and the events giving rise to it shall not exceed the value of the Fees paid by you for such Third Party Licence in the twelve months preceding such termination.
4. **Special Terms Applicable to OnApp CDN System**
 - 4.1 Use of the CDN System shall be subject to the additional terms set out in Schedule 1 to this document.
5. **Special Terms Applicable to Marketplace**
 - 5.1 Use of Marketplace shall be subject to additional terms notified by us to you in writing from time to time.
6. **Special Terms Applicable to CDNaas**
 - 6.1 Use of CDNaas shall be subject to the additional terms set out in Schedule 3 to this document.

SCHEDULE 1 – ONAPP CDN SYSTEM

1. The OnApp CDN System is deemed part of the OnApp Software. The OnApp CDN System functionality, which may be changed by us from time to time without your prior approval, can be accessed through the user interface panel and used subject to the terms of the Agreement and any additional requirements we may unilaterally impose in future in respect of its use (usually by posting them on an OnApp website).
2. All data generated by and through your access to the OnApp CDN System shall reside on our network and we may use such information for the purposes of the Agreement. You are responsible for all interfacing between the OnApp CDN System and your own or Third Party Software and third party systems and End Users, and for ensuring that sufficient equipment, communications and network interoperability capabilities exist to enable its access to and use of the OnApp CDN System. You are responsible for all use of the OnApp CDN System and for compliance with this Agreement; any breach by any user of the OnApp CDN System to whom you allowed access to the OnApp CDN System shall be deemed to have been a breach by you.
3. You are responsible for all actions taken under your User ID and password and shall only use the OnApp CDN System using your own User ID and password. You must use every effort to keep your password safe and should not disclose it to any other person. You shall not transfer or sell your User ID to any other person. You shall also not permit, either directly or indirectly, any other person to use your User ID or password.
4. As between you and OnApp, you retain all ownership rights in and to the content transmitted through your system to the OnApp CDN System ("**User Content**"). We will use commercially reasonable efforts to protect against the loss, misuse and alteration of User Content under our control, including our standard encryption protocols and digital certificate to protect the security of such information. We may, but have no obligation to, review and remove any User Content that we reasonably believe contravenes any terms of the Agreement or may give rise to liability. We may review and utilize User Content and, on an anonymous basis, to observe, study, test, maintain or improve the functioning or performance of the OnApp CDN System, or to ascertain or evaluate a breach of this Agreement.
5. If you use the OnApp CDN System you may operate a CDN. We enable CDN functionality only. We shall have no responsibility or liability for the operation, support or maintenance of your CDN.

SCHEDULE 2 – MARKETPLACE – THIS SCHEDULE NOT USED

SCHEDULE 3 – CDNaas

1. **Commencement**
 - 1.1 Using the OnApp CDN System and the points of presence (“**POPs**”) available on it, you can create your own CDN(s). These POPs can be created, deleted, or modified by you, online without engagement from OnApp. Additionally, OnApp can provide CDNaas as a managed CDN service.
2. **Fees**
 - 2.1 We shall charge you, in accordance with the terms of the applicable Order, the agreed Fees for provision of CDNaas regardless of your usage of the CDNaas .
3. **Changes**
 - 3.1 During the period of our supply, it may become necessary to reconfigure the make-up of the CDN by adding or removing or replacing POPs. We shall be entitled to make such changes as we, in our discretion, consider appropriate to enable us to provide you with CDNaas provided that such changes do not materially diminish the operation of the CDNaas compared to what it would have been like without such changes. Where we believe, in our sole discretion, that it is practical to do so, we shall discuss with you and/or give you advance notice of any such changes.
4. **Service Levels**
 - 4.1 You understand and agree that the quality of the CDN depends on the quality of service at each POP. You understand and agree that we are not responsible for and shall have no liability for the availability, quality or absence of service at any POPs.
 - 4.2 **Your Obligations and Responsibilities**
 - 4.3 You must cooperate with us on time at our request and at your own expense in any testing of the CDNaas that we deem desirable.
 - 4.4 You must ensure that your systems meet any minimum specifications notified by us from time to time.
 - 4.5 You shall be entirely responsible for all content that you send or that is sent on your behalf over the CDN we operate for you. We shall have no liability in that connection and you shall indemnify us in respect of all such content use in accordance with the provisions of the Agreement.
 - 4.6 At all times you will obey our reasonable instructions regarding the use of the CDN and abide by our applicable CDN-AUP.
5. **Termination Charges**
 - 5.1 In the event that we terminate the CDNaas for your breach or insolvency we shall be entitled to invoice immediately for all the Fees that would have been payable during the then remaining balance of the period of your Order.

SCHEDULE 4 – ONAPP ACCEPTABLE USE POLICY

The following provisions are the OnApp Services Acceptable Use Policy (“**CDN-AUP**”) current at the time of this version of the Agreement and apply to your use of the OnApp Services. This CDN-AUP also applies to any email or content transmitted by a user or on a user’s behalf which uses an OnApp account as a mailbox for responses or promotes content hosted or transmitted using OnApp equipment or facilities, or which indicates in any way that OnApp is involved in the transmission of such email or content. OnApp shall be entitled to modify the CDN-AUP provisions at any time without prior notice by posting to an OnApp website which you should regularly check for updates.

- (a) You are solely responsible for maintaining a copy of your content/User Content even if stored on OnApp’s or a third party’s equipment;
- (b) You acknowledge and agree that you alone are liable for all User Content and that OnApp has no responsibility for any User Content transmitted by you or for other content that may be received by you via the system;
- (c) You may use the OnApp Services for legal purposes only and your use shall be in accordance with all applicable laws, statutes, ordinances, and other governmental authority, however designated, with respect to your use of and access to the OnApp Services, including without limitation government laws, regulations, orders or other restrictions regarding export from the United States and re-export from other jurisdictions of equipment, computer hardware, software, technical data and information or derivatives of such equipment, hardware, software, or technical data and information with which you hereby agree to comply.
- (d) You will reasonably cooperate with us and will provide us promptly upon request with any certificates or documents as are reasonably requested to obtain approvals, consents, licenses and/or permits required for any payment or any export or import of products or services under the Agreement.
- (e) You shall not: use automated scripts to collect Information from or otherwise interact with the OnApp Services; use OnApp Services in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made available in accordance with the Agreement; or use the OnApp Services to infringe the rights of any third party, or their privacy, publicity or other personal or proprietary rights; nor shall you engage in the transmission, storage, or distribution of content that is in violation of any applicable law or regulation.
- (f) The OnApp Services may not be used: (i) for the purposes of deceptive advertising or for the purposes of promoting deceptive products or services; (ii) to distribute or store reference domain names, or (iii) make any other use of any material protected by Intellectual Property Rights without proper authorization; (iv) in any other manner that could damage, disable, overload or impair the OnApp Services or the servers on which it is installed; (v) to solicit personal Information from anyone under 18 or solicit passwords; (vi) to upload, post, publish, display, transmit, share, store or otherwise make available any content that is or that OnApp may deem in its sole discretion to be: fraudulent, misleading, harmful, threatening, unlawful, libellous, defamatory, infringing of any Intellectual Property Rights, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable; software viruses or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and/or (vii) for the unlawful distribution of private Information of any third party, including, without limitation, addresses, phone numbers, email addresses, National Insurance numbers or other identifiers, credit card numbers and/or debit card numbers.
- (g) The system may not be used to: (i) send bulk unsolicited commercial email (spam) or multiple USENET (newsgroup) postings; (ii) use a third-party network not under our control for the

purposes of sending or relaying spam or multiple USENET postings that advertise or refer recipients of the spam or USENET posting to any content that is stored, delivered, or otherwise made available on the OnApp network; (iii) send email messages with forged email header information or messages that otherwise indicate that we were involved in the transmission of such material; (iv) harvest or collect email addresses or financial, personal or contact information of other users of the OnApp Services by electronic or other means for the purposes of sending unsolicited communications or inviting any person to transact outside the OnApp Services.

- (h) You must not provide access to the system to third parties. Network and system security violations are prohibited, and we reserve the right to pursue criminal and/or civil charges and/or work in conjunction with legal authorities in relation to any such violation. Examples of such violations are, but not limited to, the following:
 - (i) Unauthorized access of networks, data, servers, databases, etc. that you do not have permission to access;
 - (ii) Any attempt to test, probe, or scan any OnApp system or network (or use the OnApp network or systems for the purposes of such tests) in order to ascertain vulnerability, or any attempt to breach security or authentication measures without authorization;
 - (iii) Unauthorized monitoring of traffic or data on any network or system without authorization from the owner of such network or system;
 - (iv) Any attempt to interfere or disrupt any service or network (including by use of the following, non-exhaustively listed, methods): flooding, mail-bombing, denial of service attacks, or any other deliberate attempts to overload a system;
 - (v) The forging of any TCP-IP packet headers or any part of the header information in newsgroup posting or emails;
 - (vi) Any usage or attempted usage of services which you are not authorized to use.
- (i) You must immediately take action to prevent any known or suspected CDN-AUP violations and immediately report the violation to us. Should we become aware of any violation as solely determined by us, and without limiting any of our remedies available under contract, law and equity, we reserve the right to take down and/or block access to any content, suspend or terminate any affected service, or take any other action deemed appropriate by us in our sole discretion. We will attempt to provide notice to you if we consider it necessary to suspend or terminate a service, but we reserve the right to suspend or terminate a service immediately without notice to you if we, in our sole discretion, determine that the violation is harming OnApp Services, or other networks, customers, and/or you. We will not be liable for any damages of any nature that may result from a violation of this CDN-AUP.
- (j) Subject to the provisions of the Agreement, we are not responsible for third party content downloaded or any content posted using the OnApp Services
- (k) You must not display the contents of OnApp websites (or any page of them) nor allow them to be displayed, framed or otherwise surrounded by material not originating from us, without our prior written consent. For live incidents of system abuse or for complaints regarding illegal use, abuse, and/or system or network security issues please contact abuse@onapp.com.