

## **MASTER SERVICES TERMS AND CONDITIONS**

These Master Services Terms and Conditions (hereinafter the "Agreement") govern the provision of products and services by the Syniverse entity named in a Service Attachment or the successor in interest thereto (defined below) on behalf of itself and its affiliates (hereinafter referred to individually, and collectively as "Syniverse") to the party described in a Service Attachment (defined below) as the customer or recipient of goods and services from Syniverse or the successor in interest thereto (hereinafter referred to as "Customer"). Syniverse and Customer shall be hereinafter referred to collectively as the "Parties" and each individually as a "Party." Affiliate means any entity that is controlled by, controls or is under common control of a Party. As used herein, "control" shall mean the ownership, in the case of a corporation, of more than 50% of the common shares of such corporation with voting rights or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity.

**ARTICLE I. AGREEMENT.** The Parties agree that Services provided by Syniverse and acquired by Customer under this Agreement shall be as stated in a separately executed document for the purchase of products or services hereunder describing the requested services (the "Services"), charges for the Services, and any additional terms and conditions upon which they are provided. This document, regardless of its title or description, shall be considered a "Service Attachment" under this Agreement. The Parties agree that in the event of any conflict or inconsistency, the terms and conditions set forth in the Service Attachment(s) will prevail over the terms and conditions of the Agreement.

**ARTICLE II. TERM.** This Agreement shall remain in full force and effect as long as any Service Attachment(s) entered into pursuant to this Agreement remains in effect. Each Service Attachment(s) shall remain in effect for the Term set forth in the Service Attachment(s), unless earlier terminated as allowed in this Agreement or the applicable Service Attachment(s) ("Initial Term"). Upon expiration of the Initial Term of a Service Attachment(s), the Service Attachment(s) shall automatically renew for consecutive one (1) year terms (each, a "Renewal Term") unless either Party provides at least ninety (90) days' prior written notice of its intent to terminate the Service Attachment(s) upon expiration of the then current Initial or Renewal Term.

**ARTICLE III. USE OF SERVICES.** The Service(s) provided may be used only as expressly authorized under the applicable Service Attachment(s) by Customer. Customer shall not use the Service(s) for the benefit of any third party nor make the Service(s) available to any third party through any resale, sublicense, re-marketing or re-packaging, except to its end-users or as otherwise permitted in the Service Attachment. Customer shall not use any Service(s) in a manner that unreasonably interferes with the use of Service(s) by other Syniverse customers or authorized users. Customer is solely responsible for any and all activities that occur on its Services account.

**ARTICLE IV. RESPONSIBILITIES OF THE PARTIES.** Syniverse shall provide, maintain and support the Service(s) at the price and terms set forth in the Service Attachment(s). Customer shall (i) pay all charges for the Service(s) set forth in the individual Service Attachment(s); (ii) provide documentation, information and assistance reasonably requested by Syniverse for the provision or use of the Service(s) or installation of any equipment, software or network components that may be required for Syniverse to interface to Customer's facilities, and any related modification to Customer's facilities or operations; (iii) obtain any applicable third party authorizations, access to premises and other cooperation reasonably required by Syniverse for the provision of the Service(s); (iv) notify Syniverse in writing at least ninety (90) calendar days prior to any changes to any Customer equipment, software, operations, network components or procedures that would affect the operation, provision or use of Service(s); (v) report malfunctions of the Service(s) to Syniverse as soon as reasonably practicable; and (vi) be responsible for the importation of any equipment necessary for the provision of Service(s) into Customer's home country or the country designated by Customer if outside the United States.

**ARTICLE V. INTELLECTUAL PROPERTY.** This Agreement does not grant to Customer any ownership right, title or interest in any intellectual property rights embodied in or associated with the Services. All intellectual property rights, title and interest in the Services, including all modifications, enhancements, improvements, alterations or updates, will remain exclusively with Syniverse and its licensors, as applicable.

**ARTICLE VI. CHARGES FOR SERVICES.** All charges shall be due and payable, in U.S. Dollars, within thirty (30) calendar days after the date of the invoice. Any amount not paid when due shall bear interest at the rate of 1.5% per month, or the highest interest rate allowed by law, whichever is lower. Syniverse invoices will be made available to Customer via Syniverse's web interface, MySyniverse, and via email to the address listed below. Customer shall maintain with Syniverse at all times its billing address and two (2) invoice contact persons who will be responsible for receiving monthly invoices.

Customer shall notify Syniverse within thirty (30) days of the invoice being retrievable from MySyniverse if it believes that an invoice is incorrect (a "Disputed Invoice"), such notice to identify the invoice in question and provide details explaining and justifying Customer's belief that the invoice is incorrect. Any dispute not timely made shall be waived. Customer must remit payment for the undisputed amounts according to the terms herein but remains liable for any disputed amounts withheld from payment pending the outcome of the dispute. Upon receipt of Customer's notice, Syniverse will promptly investigate and, at its sole discretion, conclude such investigation by either (a) issuing a corrected invoice or (b) affirming that the Disputed Invoice is correct, and/or (c) issuing credits or refunds as appropriate. Customer may not further dispute any invoice which Syniverse has affirmed as correct pursuant to the foregoing, and upon

issuance of a corrected invoice, Customer will pay such invoice according to the terms set out herein. Provided that Customer complies with these terms and conditions regarding the dispute of invoices, Customer will not be charged interest on unpaid invoiced amounts prior to the conclusion of Syniverse's investigation of the Disputed Invoice.

Without prejudice of any other of its rights, Syniverse shall be entitled, to set off against, or retain from any sums due to the Customer, any amounts falling due by such Customer under this Agreement.

Where a Customer address as listed on the relevant Service Attachment is in the U.S. or Canada, the following provisions shall apply:

All charges for Service(s) under this Agreement shall be net of all taxes, assessments or other fees or charges (including without limitation all applicable withholding taxes, value added taxes and import duties, fees and taxes). Syniverse shall invoice Customer in an amount equal to any excise, use, value added, privilege, revenue, or sales tax, or any other tax (except U.S. income and franchise taxes), assessment, or any duties to be paid by Syniverse with respect to the Service(s) provided or equipment furnished under this Agreement, unless an applicable certificate of exemption in Customer's name is provided to Syniverse prior to the imposition of such tax, assessment or duty.

Customer shall provide to Syniverse a valid certificate of exemption no later than thirty (30) days from the Effective Date of this Agreement. In the event Customer fails to provide Syniverse with such certificate of exemption within thirty (30) days, all applicable taxes, assessments and other fees and charges will be invoiced pursuant to applicable law. In the event Customer subsequently provides Syniverse with a valid certificate of exemption, Syniverse will not invoice such taxes, assessments and other fees and charges prospectively. No credits will be issued for any taxes, assessments or fees and charges collected prior to the date Syniverse receives Customer's certificate of exemption.

Where a Customer address as listed on the relevant Service Attachment is outside the U.S. or Canada, the following provisions shall apply:

All charges for Service under this Agreement 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 Syniverse) on the fees for any of the Services shall be borne by Customer and shall not be considered a part of a deduction from or an offset against such fees. All payments due to Syniverse 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, Syniverse 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.

For any taxes, assessments or duties which have been withheld in connection with the provision of Services(s) or furnishing of equipment under this Agreement which Customer has a legal obligation to withhold, shall be withheld, timely paid, and accounted to Syniverse in a written statement by the thirtieth (30<sup>th</sup>) day following the close of the calendar quarter in which paid. Such statement shall be accompanied by the official governmental receipt(s) or bank transfer document indicating the particular tax for which the payment was made.

**ARTICLE VII. EXPORT.** Notwithstanding any other provision of this Agreement, Customer will not export or re-export or disclose to any third party, directly or indirectly, any technical data (e.g., technical documentation, software application interfaces or the like) acquired from Syniverse or any of its Affiliates, or any equipment provided by Syniverse or its Affiliates without first obtaining the written consent of Syniverse to do so, which may require appropriate governmental approval.

**ARTICLE VIII. WARRANTY.** Syniverse warrants that it will provide the Service(s) in a professional and workmanlike manner.

**EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SYNIVERSE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR SUITABILITY, OR FITNESS, FOR A PARTICULAR PURPOSE.**

**ARTICLE IX. THIRD PARTY CLAIMS.** Syniverse shall defend any claims or proceedings brought against Customer alleging that the furnishing of Service(s) pursuant to this Agreement constitutes an infringement of any United States patent, copyright, or trademark of third parties, and shall indemnify Customer against all costs, damages, and expenses finally awarded against Customer attributable to such claim, provided that Syniverse is promptly notified in writing of any such claim or proceeding and is given full and complete authority, information and reasonable assistance, at Syniverse's expense, to defend such claims or proceedings, and further provided that Syniverse shall have sole control of all negotiations for its compromise or settlement. In the event of any such claim or proceeding, Syniverse shall have the right, at its sole option and expense, to secure the rights and licenses to continue to provide the Service(s) to Customer, to modify the Service(s) to make them non-infringing, to provide a replacement service, or to terminate/cancel this Agreement and cease providing the Service(s).

Syniverse shall have no liability or obligation pursuant to the foregoing, including but not limited to any liability or obligation for contributory infringement or the inducement to infringe, to the extent a claim is based upon or relates to: (i) use of the Service(s) in combination with other products, services, methods, techniques, software, or data not expressly approved by Syniverse; (ii) modifications or additions to the Service(s) made or provided by other than Syniverse; (iii) Syniverse's compliance with Customer's specifications or requirements for Service(s) which results in a claim; (iv) resale, license or other provision of such Service(s), alone or in combination with other products, services, methods, techniques, software or data, by Customer to third parties; (v) data transmitted using the Service(s); or (vi) intellectual property rights owned by, in whole or in part, Customer or its Affiliates.

Notwithstanding the limitations in Article XI., Customer will defend, indemnify, and hold harmless Syniverse against all costs, losses, damages, and expenses, including reasonable attorneys' fees, incurred by Syniverse in connection with any claims or proceedings brought against Customer or Syniverse alleging that: (1) Customer, its Affiliates, or Customer's or its Affiliates' employees, agents, or end users have violated any applicable acceptable use policy set forth in a Service Attachment; or (2) Customer's, its Affiliates', or Customer's or its Affiliates' employees', agents', or end users' unauthorized use of the Services constitutes an infringement of any existing patent, copyright, or trademark of third parties or violates any rights of a third party.

**THE FOREGOING SETS FORTH SYNIVERSE'S SOLE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE RIGHTS, RELATING TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND SYNIVERSE HEREBY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY RIGHTS.**

**ARTICLE X. CONFIDENTIALITY.** The Parties shall not, directly or indirectly, disclose the other party's technical, personnel and/or business information whether in written, graphic, oral or other tangible or intangible forms, including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples without the prior written permission of the disclosing Party unless such disclosure is required in the course of performance of a Party's obligations hereunder. Such information may contain proprietary or confidential material or material subject to applicable laws regarding secrecy of communications or trade secrets ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information, and neither Party may announce the execution of this Agreement without the consent of the other Party.

Neither Party shall include the other Party's name in any advertising, sales promotion, or other publicity materials without prior written approval other than as allowed under this Article X. Syniverse may include and publish Customer's name and/or the cities served by Customer on Syniverse's customer list without Customer's prior written approval for investor relations purposes or other purposes as may be required by law.

The Parties' obligations under this Article X. shall not extend to any information which: (i) as shown by reasonably documented proof, was in the other's lawful possession without restriction on use or disclosure prior to receipt thereof from the disclosing Party; or (ii) as shown by reasonably documented proof, was received by one Party in good faith from a third party not subject to a confidential obligation to the other Party; or (iii) now is or later becomes Part of the public domain through no breach of confidential obligation by the receiving Party; or (iv) is disclosed pursuant to a requirement imposed by a governmental agency or is otherwise required to be disclosed by operation of law, except that prior to any disclosure, the receiving Party shall notify the disclosing Party and provide them with an opportunity to participate in objecting to production of the information; or (v) was developed by the receiving Party independently from and without the developing person(s) having access to any of the other Party's Confidential Information. Each Party agrees that any breach of its obligations under this Article X. will cause irreparable harm to the other for which its remedies at law will be inadequate and that the offended Party shall be entitled to injunctive or comparable equitable relief (including without limitation, injunctive relief and specific performance) in addition to other remedies provided hereunder or otherwise available.

Should Syniverse receive a subpoena or other legal process by which Syniverse is required to produce documents or provide testimony involving, or in any way, related to Customer's use of the Services under this Agreement, Customer will compensate and reimburse Syniverse for the time and expenses that it reasonably incurs, including attorneys' fees as they are incurred. Syniverse will be compensated at the then prevailing hourly rates of the personnel responding to such subpoena or legal process.

**ARTICLE XI. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY WHATSOEVER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE, OR OTHER ECONOMIC LOSS IN CONNECTION WITH, OR ENSUING FROM THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY THE PARTIES.**

**WITH THE EXCEPTION OF ANY FEES DUE AND PAYABLE FROM CUSTOMER, IN NO EVENT, AND UNDER NO SET OF CIRCUMSTANCES, SHALL THE TOTAL AGGREGATED LIABILITY OF SYNIVERSE TO CUSTOMER OR ANY THIRD PARTY CLAIMING THROUGH CUSTOMER FOR ANY CAUSE(S) OF ACTION OR CLAIM(S), EITHER ALONE OR IN THE AGGREGATE, ARISING OUT OF OR UNDER THIS AGREEMENT AND/OR ANY AND ALL SERVICE ATTACHMENT(S), EXCEED THE FEES**

**ACTUALLY PAID DURING THE IMMEDIATE PRECEDING TWELVE (12) MONTHS OF THE SERVICE ATTACHMENT GIVING RISE TO THE LIABILITY.**

**ARTICLE XII. TERMINATION.** The occurrence of any of the following shall constitute a default, giving the non-defaulting Party the right to terminate upon written notice any affected Service Attachment(s): (a) either Party commits a material breach of this Agreement and such failure shall continue for a period of thirty (30) calendar days after the receipt of written notice thereof; or (b) any insolvency, reorganization, bankruptcy, liquidation, assignment for the benefit of creditors, appointment of a trustee or receiver, or other similar event. Upon the written notification of material breach to Customer pursuant to sub-section (a) of this Article, Syniverse reserves the right to immediately suspend its performance under any affected Service Attachment(s).

In the event of termination by Syniverse pursuant to this Article XII., the Parties acknowledge that Syniverse's damages will be difficult to ascertain, and therefore, Customer agrees that as liquidated damages, and not as a penalty, the measure of Syniverse's damages shall be the average of all monthly invoices under the Service Attachment(s) being terminated in the twelve (12) months before the termination became effective multiplied by the number of months remaining in the Term of the Service Attachment(s).

Upon termination of this Agreement, all documentation, software, data and other materials of any kind belonging to a Party in the other Party's possession and any copies thereof shall at the other's option be returned to it or destroyed and certificated as such by an officer of the Party.

**ARTICLE XIII. FOREIGN CORRUPT PRACTICE COMPLIANCE.** Customer affirms that it has not and agrees that it will not, in connection with the Services provided under this Agreement or in connection with any other business involving Syniverse, make, offer, promise, agree to make or authorize any payment or transfer of anything of value, directly or indirectly to: (i) any Government Official as defined herein; (ii) any political party, party official or candidate; (iii) any person while knowing or having reason to know that all or a portion of the value will be offered, given or promised, directly or indirectly, to anyone described in items (i) or (ii) above; (iv) any owner, director, employee, representative or agent of any actual or potential customer of Syniverse; (v) any director, employee, representative or agent of Syniverse or any of its Affiliates; or (vi) any other person or entity if such payment or transfer would violate the laws of the country in which made or the laws of any other relevant jurisdiction. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. For the purposes of this Agreement, "Government Official" means any officer or employee of any government or any department, agency or instrumentality thereof, or of any government-owned or government-controlled corporation or any public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, instrumentality, corporation or public international organization.

**ARTICLE XIV. GENERAL:**

(a) Notices. Any notice or other communication required hereunder shall be given in writing to the other Party at the address set forth in the relevant Service Attachment, or at such other address as shall have been given by either Party to the other in writing. Any notice or other communication required hereunder shall be deemed to have been given when a) delivered personally; or b) five (5) Business Days after posting, if sent postage-prepaid by first class mail.

(b) Force Majeure. Neither party shall be responsible for any failure to perform its obligations hereunder (except Customer's obligation to make payments when due) arising from causes beyond its reasonable control that make such performance commercially impracticable or impossible, including, but not limited to, fires, strikes, embargoes, allocations of supplies, wars, floods, earthquakes, nuclear disasters, and acts of God.

(c) No Third-Party Beneficiaries. This Agreement is not intended, nor shall it be construed, to create or convert any right in or upon any person or entity other than Syniverse and Customer.

(d) Publicity and Advertising. Neither Party may publish or use any advertising, sales promotions, press releases or other publicity which uses the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, provided that Syniverse may use Customer's name, logo, trademarks or service marks in Syniverse's online advertising and sales promotion materials and without Customer's prior written approval for investor relations purposes or other purposes as may be required by law.

(e) Assignability. Neither Party shall assign this Agreement to a third party without the other Party's prior written consent, which such consent will not be unreasonably withheld, denied, conditioned or delayed; provided, however, that nothing herein will be deemed to prevent either Party from assigning its rights and/or obligations hereunder without the other Party's consent (i) to any parent, Affiliate or subsidiary; or (ii) pursuant to any merger, acquisition, reorganization, sale or transfer of all or substantially all its assets.

(f) Compliance With Laws. Both Parties shall comply with all applicable national, federal, state, and local laws, regulations and codes, including the procurement of permits and licenses, when needed, of their respective states, territories, and/or countries in the performance of this Agreement.

(g) Independent Contractor. Syniverse will perform its obligations under this Agreement as an independent contractor and not as the employee or agent of Customer.

(h) No Waiver. Failure by a Party to enforce any provision of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver of rights.

(i) Severability. Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions shall continue in full force and effect.



- (j) Governing Law. This Agreement shall be subject to and interpreted in accordance with the substantive laws of the State of Florida without regard to choice of law principles.
- (k) Survival. The following shall survive expiration or termination of this Agreement or any part hereof: (i) any liability or obligation of either Party to the other Party for acts or omissions prior to the expiration or termination of this Agreement the nature of which is/are such that it/they would survive such expiration or termination (including a Party's obligation to make payments); and (ii) any obligation of a Party regarding indemnification, protection of the confidentiality of information, intellectual property rights and protections and any provision regarding limitations of liability.