

## **MASTER SERVICES TERMS AND CONDITIONS**

These Master Services Terms and Conditions (hereinafter the "Agreement") govern the provision of products and services by **Syniverse Technologies S.à r.l.** 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 (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) (the "Initial Term"). Upon expiration of the Initial Term of a Service Attachment(s), the Service Attachment(s) shall automatically renew for consecutive like year Terms (each, a "Renewal Term") unless either Party provides at least ninety (90) calendar 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, or any Affiliate of Customer. Except as permitted in any Service Attachment(s), 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-user subscribers. Furthermore, Customer shall not use any Service(s) in such a manner as to interfere unreasonably with the use of Service(s) by other Syniverse customers or authorized users.

**ARTICLE IV. RESPONSIBILITIES OF THE PARTIES.** Syniverse shall (i) provide, maintain and support the Service(s) at the price and terms set forth in the Service Attachment(s) related thereto. Customer shall (i) pay all charges for the Service(s) set forth in the individual Service Attachment(s); (ii) provide documentation and information reasonably requested by Syniverse necessary for the provision or use of the Service(s); (iii) provide reasonable cooperation to Syniverse regarding the installation of any equipment, software or network components as may be required for Syniverse to interface to Customer's facilities, and any related modification to Customer's facilities or operations; (iv) obtain from any third party any authorizations, access to premises and other co-operation reasonably required by Syniverse for the provision of the Services; (v) notify Syniverse in writing at least ninety (90) calendar days in advance 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); (vi) report malfunctions of the Service(s) to Syniverse as soon as reasonably practicable; (vii) be responsible for the importation of any equipment which may be necessary for the provision of Service(s) into Customer's home country or the country designated by Customer, if other than the United States; and (viii) not use any other party, directly or indirectly, affiliated or unaffiliated, other than Syniverse for the same, similar or comparable Services as those set forth in the applicable Service Attachment(s) for the duration of the Term of the Service Attachment(s).

**ARTICLE V. INTELLECTUAL PROPERTY AND DATA PROTECTION.** All right and title to, and interest in, the Service(s), and any software including all modifications, enhancements, improvements, alterations or updates, utilized by Syniverse or licensed to Customer by Syniverse to provide the Services pursuant to this Agreement, belong to Syniverse or the third party from whom Syniverse procures software. Unless specifically stated in this Agreement or related Service Attachment(s), no licenses, expressed or implied, under any patents, copyrights, trademarks, or other tangible or intellectual property rights are granted by Syniverse to Customer under this Agreement. Customer represents and warrants that it currently complies with and has complied with all relevant data protection legislation, regulations and industry standards in all applicable jurisdictions ("Legislation") and will continue to comply and procure compliance. Any instruction by Customer to Syniverse regarding the use of personal data and sensitive personal data shall not require Syniverse to carry out any processing under which any person may be in breach of any such Legislation. Syniverse makes no representation or warranty, express or implied, as to compliance with Legislation in so far as the performance of the Services are concerned and all liability (if any) of Syniverse arising there from is hereby excluded to the extent permitted by applicable law. Customer authorizes Syniverse to transmit all necessary data, including transaction and billing data, and if applicable, personal and sensitive personal data, on its behalf to any affiliate or to third parties in order to perform its obligations under this Agreement, including if applicable, the processing of personal data and/or sensitive personal data. Customer agrees and undertakes to obtain the consent of all end-users and third parties to the transmission of their personal data and sensitive personal data to any relevant third parties regardless of where they may reside. Customer agrees to procure that Syniverse shall be permitted to use, hold and process information and data (including personal data and

sensitive personal data) in respect of Customer and its end-users and other third party that it obtains pursuant to this Agreement. Customer agrees to indemnify and hold harmless Syniverse in respect of any losses, claims, damages or other costs and expenses (including legal costs) suffered or incurred by Syniverse as a result of any breach by Customer of the provisions of this clause, or any breach of any Legislation by either Party to the Agreement caused by Customer, or otherwise arising in respect of data protection related issues as a result of the fulfillment of the obligations of either Party to this Agreement.

The Parties hereby acknowledge and agree that by entering in to this Agreement the Customer has determined what personal data, as such is defined in Directive 95/46/EC, are collected and how they are processed pursuant to this Agreement and Syniverse shall act as a data processor, or in some cases as an independent data controller, as defined in Directive 95/46/EC, in carrying out its obligations to collect and process personal data for the Customer pursuant to this Agreement. Syniverse shall take all reasonable technical and organizational measures against unauthorized or unlawful processing of personal data and/or sensitive personal data and against accidental loss or destruction of, or damage to personal data and/or sensitive personal data. Syniverse shall from time to time comply with any reasonable request made by the Customer to ensure compliance with the measures mentioned in this provision. Syniverse shall take the measures mentioned in this provision having regard to the state of the technological development and the cost of implementing the measures, so as to ensure a level of security appropriate to (a) the harm that may result from breach of such measures and (b) the nature of the personal data and/or sensitive personal data to be protected. Syniverse shall take reasonable steps to ensure the reliability of any employees of Syniverse who have access to relevant personal data or sensitive personal data.

**ARTICLE VI. CHARGES FOR SERVICES.** All charges shall be due and payable, in USD, 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. Customer shall provide written notice of any disputes, claims or issues within sixty (60) calendar days of the date of Syniverse's invoice or such disputes, claims or issues shall be waived. Customer shall be required, unless prohibited by law, to retrieve all Syniverse invoices via Syniverse's web interface, Crossroads<sup>®</sup>. Customer acknowledges and agrees that Crossroads is the only secure manner in which Customer may obtain its monthly invoice. Customer shall indicate below, and be responsible for maintaining with Syniverse at all times, its billing address and two (2) invoice contact persons who will be responsible for receiving monthly invoices.

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. 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, 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.

**ARTICLE VII. EXPORT.** Notwithstanding any other provision of this Agreement, Customer will not export, directly or indirectly, any U.S. source technical data acquired from Syniverse or any of its affiliates, or any equipment utilizing any such data 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) described in this Agreement in accordance with the specifications set forth in the applicable Service Attachment(s) and with due care and in a 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. INDEMNIFICATION.** Each Party ("Indemnifying Party") agrees to indemnify and hold harmless the other Party ("Indemnified Party") against any third party loss, cost, claim, liability, damage, expense, or demand, including reasonable attorneys' fees, (collectively, the "Claim(s)") to the extent the same was caused by the gross negligence or willful misconduct of the Indemnifying Party. The Indemnified Party shall notify the Indemnifying Party promptly, in writing, of any such Claim(s). The Indemnifying Party shall be relieved of liability hereunder to the extent it is prejudiced by the Indemnified Party's failure to give prompt notice and for the settlement by the Indemnified Party of any such Claim(s) without the prior written consent of the Indemnifying Party.

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 existing 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 Syniverse is given full and complete authority, information and

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, or to terminate/cancel this Agreement and cease providing such Service(s) to Customer. 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 such 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 supplied or 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 such 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) intellectual property rights owned by or licensed to, in whole or in part, Customer or its Affiliates.

**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 any information concerning the other's business methods, customers or finances, or any other information which is disclosed to it, whether or not in writing and whether or not designated as confidential, without the prior written permission of the disclosing Party unless such disclosure is specifically required in the course of performance by either Party of its obligations hereunder. The terms and conditions of this Agreement shall be deemed to constitute nonpublic information subject to the terms of Article XI.; provided, however, that:

- (i) neither Party may announce the execution of this Agreement without the consent of the other Party to this Agreement;
- (ii) 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 XI.); and
- (iii) 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 from time-to-time; provided, however, that Syniverse acts in strict accordance with sub-sections (i) and (ii) above.

The obligations of the Parties under this Article XI. 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 and without breach of this Agreement; 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 pursuant to this subsection, 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 information received from the other Party. Each Party acknowledges that any breach of its obligations under this Article XI. will cause irreparable harm to the other for which its remedies at law will be inadequate and that, in the event of any such breach, 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.

**ARTICLE XI. LIMITATION 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 PRODUCTS OR SERVICES TO BE FURNISHED PURSUANT TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE BY THE PARTIES. 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, EXCEED THE LESSER OF ONE MILLION EUROS (€1,000,000,00) OR THE FEES ACTUALLY PAID UNDER THE SERVICE ATTACHMENT GIVING RISE TO THE LIABILITY DURING THE THEN CURRENT TERM OF THE SERVICE ATTACHMENT.**

**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) in effect at that time: (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) either Party shall cease doing business in the ordinary course, make an assignment for the benefit of creditors, or bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other proceedings shall be instituted by or against either Party or all or any substantial part of its property under an applicable law of the country in which such Party has its principle place of business or its registered seat, and such proceeding shall not be dismissed within ninety (90) calendar days. 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 XIII., 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 product and 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 international first class mail or equivalent.
- (b) **Force Majeure.** Neither Syniverse nor Customer 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) **Assignability.** Neither Customer nor Syniverse 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.
- (e) **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.
- (f) **Independent Contractor.** Syniverse will perform its obligations under this Agreement as an independent contractor and not as the employee or agent of Customer.
- (g) **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.
- (h) **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.
- (i) **Dispute Resolution.** All disputes arising in connection with this Agreement, or any Service Attachment(s), shall be settled by first escalating such dispute to the Parties' respective Managing Directors, or equivalent. If unresolved after fifteen (15) calendar days following such escalation, the Parties shall further escalate the dispute to their respective Chief Executive Officers, or equivalent. If unresolved after fifteen (15) calendar days following such escalation, such dispute shall finally be settled by the jurisdiction of the Court of Luxembourg.
- (j) **Governing Law.** This Agreement shall be subject to and interpreted in accordance with the substantive laws of Luxembourg 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.