

MASTER SUBSCRIPTION AGREEMENT

IT IS THE INTENTION OF ALL PARTIES HERETO THAT THIS PARTIF MASTER SERVICE AGREEMENT (MSA) SHALL GOVERN THE ACQUISITION AND USE OF THE PRODUCTS DESCRIBED HEREIN FOR THE FULL DURATION OF THE TERM OF USE. IF ANY FREE TRIALS OR FREE TRIAL PERIODS ARE APPLICABLE, THIS AGREEMENT ALSO GOVERNS SUCH FREE TRIALS OR FREE TRIAL PERIODS.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE AND AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO ANY AND ALL TERMS OF THIS AGREEMENT CONTAINED HEREIN. FURTHERMORE, IF YOU ARE ENTERING INTO THIS AGREEMENT, OR USING THE PRODUCTS OR SERVICES DESCRIBED HEREIN, ON BEHALF OF A COMPANY, CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY YOU MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE THE SERVICES. BY ACKNOWLEDGING THAT YOU HAVE READ THIS AGREEMENT YOU ARE CONFIRMING THAT YOU UNDERSTAND ANY AND ALL TERMS INDICATED HEREIN AND THAT NO OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES OR TERMS WOULD OTHERWISE BE MADE TO YOU REGARDING THIS AGREEMENT OF THE PRODUCTS DESCRIBED HEREIN.

YOU HEREBY AGREE AND ACKNOWLEDGE THAT YOU ARE NOT A DIRECT COMPETITOR OF PARTIF INC., OR THE THIRD PARTY SUPPLIERS OF PARTIF INC. OR ANY AFFILIATES OR SUBSIDIARIES THEREOF. IF YOU ARE A DIRECT COMPETITOR YOU MUST NOT ACCEPT THIS AGREEMENT OR REVIEW THE CONTENTS CONTAINED HEREIN.

This Agreement was last updated on December 31, 2012. It is effective between you, individually or with respect to the company you represent, and Partif, Inc as of the date of you accept this Agreement.

Parties agree as follows:

DEFINITIONS

Cloud Backup: All software and services provided by Partif and Suppliers for use to perform backups to Customers using an internet connection including Cloud Management, and the use of Storage Nodes provided by Partif, Suppliers, or Reseller. Cloud Backup relies on IASO Software and Services as a primary supplier. Cloud Backup is a Product.

Cloud Management: the distribution of Customer backup data to and from storage nodes by the IASO software including provisioning of statistics.

Cloud Management Console: Central management console software for management and monitoring purposes.

Confidential Information: Data and information concerning each other's organisation, clients, procedures, Products (including specifications and other Product documentation), etc. of which they become aware while working for each other or for Customer.

Customer: End-users of Cloud Backup

End-user License: A non-exclusive and non-transferable right to use Cloud Backup.

Maintenance: Providing new releases and/or new versions of the licensed Cloud Backup delivered to Customer.

"Master Subscription Agreement", "MSA" or "Agreement": This Agreement between Partif and Reseller for the granting of a Reseller License, including herein all documents to which reference may properly be made in order to ascertain the rights and obligations of Partif and Reseller.

Product: Product and services provided by Partif and Suppliers, and the resulting provisions and related activities which do not originate from third parties and whose intellectual property rights, industrial property rights and other rights are held by Partif and Suppliers.

Reseller: Legal entity which has a Reseller License and is thus authorised to supply the Cloud Backup to Customers

Reseller License: The right to grant End-user Licenses and supply Cloud Backup.

Supplier: Partif may use Suppliers of its choice for the delivery of Cloud Backup in accordance with this Agreement. Partif relies on IASO Software and Services as a primary Supplier. By entering into this agreement you are accepting the IASO Software and Services Agreement terms of use, which form Appendix B to this agreement.

Support Services: Rendering assistance in the delivery of the Product.

Storage Node: the physical hardware used to store backup data used by Cloud Backup. The Storage Node is registered with Cloud Management as a destination for Customer backup data. The Storage Node can be owned and managed by Partif, IASO, Reseller, or Customer.

Territory: The country/region and/or sector/branch in which Reseller is entitled to supply the Product.

Used Storage: the measured volume of the used gigabytes (GB) at the storage nodes.

Any of the above words and expressions shown in the singular shall have the same meaning when used in the plural and vice versa. The headings above the articles of the Agreement are only intended to increase the legibility of the Agreement. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

LICENSED USE

Reseller is hereby granted a Reseller License to Cloud Backup. The License granted to Reseller is non-exclusive. Reseller will operate at its own expense and risk under Reseller's own name as Reseller of the Product made available. The Territory of Reseller as agreed is North America. Reseller may not enter into any Contract or otherwise conduct any business with a natural person that is, or is owned or controlled by a natural person that is, or that is located, organized or resident in a country or territory (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Sudan and Syria) that is, the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority. The License shall be applicable to the Reseller only.

Partif and Suppliers shall NOT have access to any of the Customer information stored by the Reseller on behalf of the Customer and all such data shall remain the property of the Customer with neither Partif nor Suppliers claiming ownership in such data.

This Agreement cannot be transferred or assigned by the Reseller to any third parties (third parties also include holding, affiliated and/or subsidiary companies) or any other entity without the expressed written consent of Partif which consent may be unreasonably withheld by Partif at their sole discretion. This Agreement may be transferred or assigned by Partif to a third party in their sole discretion.

Each party will bear its own costs and expenses in relation to the entry into, execution and performance of the Agreement.

SUPPORT SERVICES

During the Term, Partif and Suppliers will provide support for Cloud Backup at no additional charge. Reseller can submit tickets to support.iaso.com. After a ticket is submitted, Reseller shall have the opportunity to call or email Partif to have questions answered about the operation and use of Cloud Backup. Partif will use commercially reasonable efforts to provide answers to Reseller's questions during established support department operating hours. Partif and Suppliers will update Cloud Backup with upgrades, bug fixes, and work-arounds as they become available. Reseller shall have the opportunity to contract with Partif to purchase additional services at Partif's then prevailing rates. Should Reseller modify or change the design of the Cloud Backup without Partif's prior written consent, Partif shall no longer be obligated to provide support services described herein.

SERVICE PROVIDER RIGHTS AND OBLIGATIONS

Reseller will appoint a Coordinator that will operate as the main contact persons with Partif. Reseller will ensure that the Coordinator has an adequate level of knowledge. Partif and Suppliers will provide initial online Technical and Sales training,

Reseller shall provide Cloud Backup to Customers only.

Reseller is under no circumstances obliged to disobey the governing law while following the conditions of this agreement. If Reseller becomes aware of a possible contradiction between the governing law while executing conditions of this agreement, Reseller has to contact Partif at the soonest opportunity.

REPORTING

Partif determines the amount of the Used Storage per month with the Cloud Management Console on the last day of the month, and will invoice the fees on the basis of the established measured value once a month. The value will always be measure and invoiced in Used Storage gigabytes (GB) volume unless otherwise mutually agreed.

PAYMENT

Partif will invoice the amount, appropriately itemised, owed by Reseller on a monthly basis. Reseller will pay all amounts indebted within 15 days after the invoice date concerned. These payments will not be subject to compensation or deduction, unless obliged by law. Should Reseller fail to fulfil any payment obligation and fails to cure the breach within 14 days of receipt of written notification, Reseller is in breach without any further notification of breach being required. In any case Reseller will be charged interest on a monthly basis, at the legal percentage rate, on all outstanding debts starting from the date of failure to pay. Should Reseller dispute any payment obligation, Reseller will notify IASO within 7 days after receiving the invoice. Disputed amounts do not hinder the payment of the undisputed amounts.

Non payment of Undisputed amounts entitles Partif to (a) 45 days after invoicing date; suspension of Support Services; (b) 60 days after invoicing date; suspension of Cloud Backup and Support Services; (c) 90 days after invoicing date; removal of Customer backup data. Above mentioned stipulations leave all the legal rights of Partif unhindered.

CONFIDENTIALITY

Parties contemplate that they will disclose ("Disclosing Party") Confidential Information, to the other party ("Recipient"). Partif and Reseller mutually commit themselves to the confidentiality of all confidential Information. Recipient shall not disclose Confidential Information to anyone other than its employees and/or third parties who legitimately need access to it. Recipient shall notify each of its employees and/or third parties who are given access to Confidential Information that they have an obligation not to disclose Confidential Information and shall take such steps as are reasonably necessary to ensure compliance with this obligation. Recipient shall safeguard Confidential Information with reasonable security means at least equivalent to measures that it uses to safeguard its own proprietary information. Recipient agrees to receive and use Confidential Information solely for purposes related to the Agreement. Recipient may not use Confidential Information for any other purpose. Within 30 (thirty) days after the first request of Disclosing Party, Recipient shall return to Disclosing Party or destroy all documents containing Confidential Information. All copies of Confidential Information made by Recipient shall be turned over to Disclosing Party or destroyed. If requested Recipient shall certify in writing that it has performed the above mentioned actions. For purposes of this section, the term "documents" includes any medium, including paper, disks, tape, CD-ROM, DVD-ROM and any other means of recording information. The obligations of confidentiality contained herein shall survive the termination of this Agreement for three (3) years.

Partif is authorised to place the name and logo of Reseller and Customers on the Partif website and/or a reference list and to make this list available to a third party.

LIABILITY

Partif's liability for any direct, indirect, incidental, special, consequential, punitive, or exemplary damages, including but not limited to, consequential damage, loss of profit, loss of savings, loss of Customers, mutilated and/or lost data, loss of encryption key(s), delays, late delivery of Product, losses, damage through corporate inactivity and/or claims from third parties against Customer, is expressly denied and barred. Partif shall not be liable to Customer in any way shape or form if Customer changed or altered the Products in any way or in any way breached their obligations for maintaining and not-disclosing Confidential Information.

INDEMNITY

Reseller agrees to indemnify, defend and hold harmless Partif and each of its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns from and against any claims, actions or demands, including without limitation, legal and accounting fees arising from use of Cloud Backup by Reseller or Customer, any violation of the MSA by you, or any violation of applicable law or rights properly belonging to another party by you.

FORCE MAJEURE

Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and for which a party cannot be held accountable for by law, legal act, or generally accepted practices. The aforementioned circumstances include circumstances that are beyond Partif's power as well as business risks of Partif. These include but are not limited to failure to perform by a supplier of Partif, the late or non-availability of required information and specifications and/or changes in such information, incorrect functional specification of Products and/or products delivered by a third party, bad weather conditions, fire, explosions, electricity failures, network failures, the unavailability of third-party telecommunications or services floods, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems. When force majeure is of a temporary nature, Partif has the right to suspend its commitments until the force majeure has ceased to exist without being obliged to any form of damage compensation. Partif reserves the right, in the case of force majeure, to collect payment for obligations already fulfilled before force majeure was known. In the event that the force majeure of either party surpasses a two month period, either party has the right to terminate this Agreement without being obliged to any form of damage compensation regarding such termination.

INTELLECTUAL PROPERTY

Partif and Suppliers retain all right, title and interest in and to trade secrets, inventions, copyrights, and other intellectual property. Any intellectual property developed by Partif and Suppliers during the Term shall belong to Partif and Suppliers.

TRANSFER

Reseller gives Partif in advance the right, without needing the explicit approval of Reseller, to transfer the whole Agreement or parts thereof to (a) holding-, sister- and/or subsidiary companies; or (b) a third party in the case of merger or acquisition of Partif.

TERM AND TERMINATION

This Agreement is effective immediately and shall continue in full force and effect unless terminated in accordance with the terms stated herein. Notwithstanding any other provisions herein, either party hereto may terminate this Agreement upon thirty (30) days written notice. Should Reseller default in any payment obligation or make a petition or assignment in bankruptcy, Partif shall be entitled to terminate this Agreement effective immediately. Upon the termination or expiration of this Agreement, Reseller shall no longer be able to make use of Cloud Backup.

END OF AGREEMENT

After the end of the Agreement and the wind down period, Reseller will no longer be entitled to present itself as a Reseller of Partif, Reseller is required to immediately notify Partif of any subsequent orders, questions, contacts etc. of Customers regarding Partif and /or Cloud Backup and/or forward any of these Customers to Partif. After the end of the Agreement, Reseller is obligated to destroy all materials, models, samples, parts, Products, etc. which Reseller has in its possession and received from Partif under the Agreement to Partif. After the end of the Agreement, Reseller is obligated to immediately return any domain name, which contains Partif name.

GOVERNING LAW

The MSA shall be deemed to have been made and performed exclusively in Alberta and shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein without regard to conflict of laws principles. Reseller agrees to submit to the exclusive forum, jurisdiction and venue of the courts of Alberta for any claim related to the MSA and Reseller agrees not to bring any action, suit or proceeding against Partif, its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns in any jurisdiction other than Alberta.

ENTIRE AGREEMENT

The MSA shall be binding upon Partif and Reseller, and their permitted successors and assigns, as the case may be. The person accepting the MSA represents that he or she has the authority to bind Customer and its affiliates to the terms and conditions of the MSA. The MSA contains the entire agreement of the parties hereto and shall not be modified or amended except in writing. In the event of a contradiction between the terms and conditions of the MSA and any Customer purchase order or other document, the terms and conditions of the MSA shall control. If any provision of the MSA is held by a court of competent jurisdiction to be contrary to law or unenforceable, such provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision and the remaining provisions of the MSA shall remain in effect.

Appendix A - IASO Software and Services Description

DEFINITIONS

"IASO Backup Client" hereafter named as BC means IASO Backup Manager Software installed at Customers facility.

"IASO Cloud Storage" hereafter named as CS means storage provided by IASO to store Customers backup data.

"IASO Cloud Management Console" hereafter named as CMC means central management console software for management and monitoring purposes.

"Services" means the combined software (CMC, BC) and services (CS) identified further below offered by Vendor. The Service is an end-to-end online backup service with cloud-storage, which includes software licensing (BC) and CMC.

IASO CLOUD STORAGE SERVICE FUNCTIONAL SPECIFICATION

IASO Cloud Storage Service is a managed storage service for computer data. IASO provides redundantly equipped backup servers placed in safe and secure data centers.

GENERAL FUNCTIONAL SPECIFICATION - IASO SOFTWARE AND SERVICES

The BC is installed on Customers computers, PC workstations or servers that are to be backed up. BC processes data at Customers facility and source compresses, source de-duplicates and source encrypts the data before it leaves a Customers location. It leaves the Customers facility using a secure internet connection. The CS will receive the data and data will remain encrypted on the CS. Reports about the sent data will be sent to the customer and are available in the CMC. Monitoring and Management will be available using the CMC. In no event IASO can be held responsible for the content of the backup or the content of a restore.

OPERATION

IASO Cloud Storage Service is to be used exclusively in combination with the IASO BC Software and CMC. The use of the IASO Cloud Storage Service is not possible and not allowed in combination with any other software. The IASO Cloud Storage platform is exclusively accessible by BC. The distribution of the IASO Backup Clients over the storage nodes within the platform over different locations spread over the world is managed by the IASO Cloud Storage solution. The license for this service is included in the price per GB. The use of IASO Cloud Storage Service is included in the price and is described in the pricing as All-inclusive.

SECURITY

The Service is secured against abuse and data theft in different ways as follows: Data is stored in encrypted format (AES-128, AES-256 or Blowfish 448) with an encryption key that is known by the Customer only. The user and/or administrator of the Client's computer are responsible for the choosing and entry of this encryption key. A secured connection based on SSL technology will be used for the transport of the data between Client and backup server. The backup servers are placed in a secured data center that complies with all commonly accepted standards. The access to management information with the IASO Management Console is secured through the usage of the user name and password. The Client is responsible for choosing and saving of this password. The access to the Client accounts requires username and password that are encrypted. The credentials that are known by the user and administrator of the Client cannot be used to get access to the backup servers through a regular HTTP-client or other software. IASO takes the utmost care that the system software of the backup servers is configured in such a way that it is sufficiently up-to-date to be protected against threats from outside.

SUPPORT WEBSITE

Technical information, requirements and support is available at support.iaso.com

Appendix B - IASO Software and Services Agreement Terms of Use

RESELLER RIGHTS AND OBLIGATIONS

Subject to the terms and conditions of the Agreement, IASO hereby agrees to provide the Service to Reseller on a non-exclusive basis and Reseller hereby agrees to accept the provision of the Service on a non-exclusive basis in accordance with the Functional

Specification set out in Appendix A as attached to this Agreement, and in consideration thereof, Reseller shall pay the compensation in relation thereto as defined in the Agreement, Order Form, Purchase Order or other document.

Reseller shall use the Service in accordance with IASO's technical instructions as indicated in the Agreement, the Functional Specification in Appendix A, documentation and any other reasonable instructions given by IASO to Reseller. Reseller is responsible for the availability and quality of the data connections between Reseller and its customers. IASO will reject all claims related to internet connection failure, availability or quality of connections if it is due to connections not provided by IASO

Reseller is aware and agrees that IASO shall plan Maintenance that can cause and will cause interruptions (downtime). IASO shall promptly inform Reseller about its intention to carry Maintenance activities and the date(s) on which such Maintenance activities will be carried out in advance provided it is reasonably possible and can be expected. IASO shall perform the Maintenance activities to keep the Service working. IASO shall use its best efforts to minimize the need to undertake such Maintenance activities, such activities shall include without limitation forward planning, off – line development.

IASO RIGHTS AND OBLIGATIONS

IASO warrants that the performance of the Service, is in accordance, in all material respects, with the specifications, functionalities and functions as indicated in the Appendices. IASO does not warrant that the Service (i) shall function without interruption or without errors at all times and in all instances, (ii) is free of errors, (iii) is suitable for every intended use of Reseller and/or (iv) will lead to results desired by Reseller, and will not be liable in respect thereof.

IASO shall place the Service in a "professional datacenter" environment that meets with the (security) standards set for this by TIA-942 tier 3; at the moment of signing this agreement the datacenter has an ISO27001 and ISO9001 certificate. IASO shall provide and install the hardware necessary to access the Service to and via the Internet including all transmission equipment and, where it is suitable, the routing equipment, and other technical resources that enable the transmission of the signals control of IASO. IASO will on a best effort basis and where influential or controllable by IASO strive to provide uninterrupted connection and access, except for scheduled maintenance downtime and any interruption to the connection and access beyond IASO's control caused by events of Force Majeure, for example, acts of nature, and/or by third-party equipment or transmission failures, or security breaches.

IASO warrants that the Service is available in accordance with the warranties as set forth in Appendix A except for interruptions related to maintenance activities and other interruptions caused by elements or events that are out of the control of IASO such as (but not limited to) events of Force Majeure, for example acts of nature, and/or third-party equipment, transmission failures and/or security breaches. Reseller may demand compensation in accordance with the Compensation regulation defined in Appendix B in case the guaranteed Availability is not realized.

IASO is entitled to install temporary solutions, emergency solutions, workarounds and/or other problem-avoiding restrictions in case of Incidents; solely to the minimum extent possible to achieve the desired effect. Reseller shall reasonably cooperate to install such measures and cannot demand any other compensation from IASO. Every right of Reseller (to claim) for Compensation lapses if the IASO Backup Software is altered in any way or form or the Service is not used in material accordance with the Agreement by Reseller as it is indicated.

IASO cannot and shall not offer any physical access to the systems and the data centre of the Service. Employees of IASO can perform the physical access to the systems on Reseller's request that is to be paid by Reseller on base of the according hour tariffs.

The Service is available to be used in combination with a specific version of the IASO Backup Client Software and the related Cloud Management Console Software. Reseller is obligated to accept and implement an upgrade of the software according the instructions of IASO. IASO is not responsible for the content of the data traffic from the Customers of Reseller. IASO is not responsible for the content of the data from the Customers of Reseller

AVAILABILITY

The Service is built in a modular manner such that storage capacity can be added without hindering the availability of the backup servers for other users. The backup servers are redundantly equipped on the premier location through RAID functionality to prevent data loss if a disk drive defect arises. The primary backup location is connected with the Internet through a permanent connection, with ample capacity to comply with the needs of the current customers plus the expectable growth in the foreseeable future.

The availability target for the Service is 99.5%, measured on a monthly basis. For calculating the realization of this target, the number of planned maintenance hours will be deducted from the total number of hours in the month. In a month with 31 days, in which twice 8 hours of planned maintenance has taken place, the availability target is therefore $99.5\% \times 24 \times 31 - 2 \times 8 = 724$ hours. The availability target is always measured and calculated in whole hours.

INCIDENTS

Given the nature of the Service, i.e. a Service concerning backups, not every incident will automatically lead to hindrance, delay or damage. Reseller will be notified by e-mail of any incident. IASO divides an incident in one of the following categories: (a) Urgent: The complete service is not available for backup and restore and the incidents lasts longer than 4 hours or it is foreseen that it may last longer than 4 hours. Customers will be pro-actively informed and will be updated every 4 hours. In case the incident lasts longer than 24 hours, IASO may decide to change into a fail-over procedure, like rerouting the incoming backup streams to a different data centre; (b) Standard: The Service availability for backup is impaired, or the performance is limited. Restores can be made, but may be hindered by the limited performance. Customers will be passively informed (IASO Support website). In case the incident lasts longer than 4 hours, the incident will be escalated to level Urgent; (c) Low: The service is available for backup and restore, but is hindered by delays due to limited performance. Customers will be reactively informed (so when a problem is reported through the Support Ticketing System).

COMPENSATION

In case during a month the availability target is not met, the Reseller may claim the following compensation:

A discount will be given over the charged amount of usage costs in the according month, as in the following scheme:

Availability realization 99.0% - 99.5%: 5% discount
Availability realization 97.5% - 99.0%: 10% discount
Availability realization 95.0% - 97.5%: 15% discount
Availability realization < 95%: 25% discount

The compensation regulation is only applicable in case the Reseller experiences actual hindrance, delay or damage as a result of the incident. To establish this, the presence of a support ticket about the incident will be used. In case the resolution time for this ticket(s) is longer than the availability target, a compensation claim can be made. Claims for compensation should be made within 7 days after the end of the month which the claim is related, to IASO by means of registered mail or via email to support@iaso.com.

IASO's total liability shall be limited to compensate for direct damage and to a maximum amount (excluding VAT) as actually paid by Reseller to Parif on the basis of the Agreement for 1 (one) year (this being the year in which the damage occurred), to a maximum of \$ 250,000 (two hundred and fifty thousand dollars) per incident, whereby series of coherent incidents are considered as one

incident. IASO's total liability for damage resulting from death or physical injury will in no event amount more than \$1,000,000 (one million dollars), whereby a sequence of events is regarded as one event.

Direct damage is exclusively understood as (a) the reasonable expenses which Reseller would have to incur to adjust IASO's performance according to the Agreement; (b) the reasonable costs made in determining the cause and extent of the damage; (c) the reasonable costs incurred in prevention or limitation of the damage, to the degree that Reseller can demonstrate that these costs have led to the limitation of the damage. IASO and its administrators, employees, affiliates and affiliate companies, liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage through corporate inactivity and/or claims from third parties against Reseller, is expressly rejected.

IASO and its administrators, employees, affiliates and affiliate companies, does not accept any liability for damage regardless of its nature caused by Third Party Products which IASO has delivered to Reseller. If possible IASO will transfer its rights for damage compensation from the supplier of the Third Party Product in question to Reseller. Nothing in this Agreement shall operate to exclude or restrict the Reseller's liability for death or personal injury resulting from negligence or from fraud or deceit.

IASO shall, at its own cost, effect (either itself or through its affiliate companies) and keep in force, from the date of signature of this Agreement until 2 (two) years after its termination, public liability and employer's liability insurance and such other insurance as is necessary to cover IASO's liability arising from this Agreement with reputable insurers for a minimum insured sum of \$ 5 million dollars.

FORCE MAJEURE

Except for the obligation to make timely payments, neither Party will be in default of its obligations hereunder to the extent its performance is delayed or prevented by causes beyond its reasonable control (including, but not limited to, acts of God, earthquake, flood, embargo, riots, sabotage, utility or transmission failures, fire, labor disturbances, acts of war, acts of terror, radiological, nuclear, chemical, or biological attack, or spread of infectious disease, a new and unforeseeable law or court order that prohibits a Party's performance, the unavailability of third-party telecommunications or services (after taking all commercially all commercially reasonable steps to provide substitutes therefore)).

INTELLECTUAL PROPERTY RIGHTS

IASO has the exclusive right to further develop the Product and place them at the disposal of third parties by means of licenses. All intellectual property rights, industrial property rights and other rights resulting from all activities carried out by IASO, regardless of where and when carried out and regardless of whether it concerns the delivery of an existing Product or a still-to-be-developed Product, reside with IASO. Reseller fully acknowledges that all present and future intellectual property rights, industrial property rights and any other rights for the whole term thereof and all renewals or extensions thereof, now or at any time in the future, and the right to apply for, register, or obtain trademarks, design rights, patents or similar rights throughout and in any part of the world in all or any results at all times shall be and are hereby assigned or will be transferred to IASO. Reseller is permitted to use the trademarks, trade names and other indications of origin of IASO for the identification and marketing of the Product when performing its obligations under the Agreement. IASO is at all times entitled in its sole discretion to terminate the rights granted in this article provided IASO gives written notice 1 (one) month before these rights shall terminate. IASO warrants that the product and any services rendered under this Agreement do not violate any third party rights.

Reseller will use trademarks, trade names and other indicators of origin of IASO in accordance with the manner as instructed by the IASO corporate style guide which can be found on support.iaso.com. The right granted to Reseller to use trademarks, trade names and other indicators of origin of IASO will automatically end when the Agreement ends. Reseller is not permitted to use the trademarks, trade names or other indications of origin of IASO for the identification and marketing of the Product in any press release and/or any media promotion without the prior written approval of IASO.

INDEMNIFICATION

IASO shall protect Reseller from any allegation to the effect that the Product violates a copyright valid in the European Union. IASO shall pay the damages, expenses, and court costs that Reseller is ordered to pay by the final court ruling, provided that Reseller (a) notifies IASO no later than within 30 (thirty) days, after Reseller becomes aware of the infringement or could have become aware of the infringement, in writing of the existence of the allegation of infringement; and (b) handles over the case completely IASO, including all negotiations and arrangements that might lead to a settlement. In case of any such allegation or possible allegation, IASO reserves the right to obtain a license or sublicense on the Product in question or to change or replace the Product in such a way that the Product will no longer infringe a copyright valid in the European Union. If, at IASO's sole judgment, the foregoing remedies are not a reasonable option, IASO has the right to take the delivered Cloud Backup back against reimbursement of payments made for the Cloud Backup in question, if requested by Customer.

IASO shall not indemnify Reseller against an action in the event that (a) what is provided by Reseller is part of or is delivered in conjunction with the Product and this combination results in a violation of an intellectual property right, industrial property right or other right valid in the Netherlands or elsewhere in the applicable Territory (b) Reseller has made a change in or to the Product.

TRANSFER

Reseller gives IASO in advance the right, without needing the explicit approval of Reseller, to transfer the whole Agreement or parts thereof to (a) holding-, sister- and/or subsidiary companies; (b) a third party in the case of merger or acquisition of IASO.

GOVERNING LAW

The IASO Software and Services Agreement Terms of Use are governed by the laws of The Netherlands. Parties explicitly agree that the Vienna Sales Convention (CISG) is not applicable. The parties agree on the exclusive jurisdiction of the courts in The Netherlands.