



Webzilla is the brand name under which various independent Webzilla companies operate. The Webzilla company (hereinafter referred to as "Webzilla") and the Customer may be referred to individually as a "Party" or collectively as the "Parties".

Whereas Customer desires to purchase and/or lease from Webzilla the following services: a) a connection to the Internet (IP Connectivity) and/or b) Content Delivery Network (CDN) and/or c) Cloud Servers and/or d) Cloud Storage and/or e) Colocations Services, and/or f) Managed Services and/or g) Software Licenses Rental services and/or h) DDoS Protection services (referred to as the "Services") as described in the Services Description uploaded at [Legal](#).

and

Whereas Webzilla and Customer desire to set forth in this Agreement (hereinafter the "Master Agreement") the terms and conditions pursuant to which Webzilla shall provide Services to Customer.

Now, therefore, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

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## 1. Master Agreement; Services

During the term of the Master Agreement, Customer may purchase and/or lease, as appropriate, the Services from Webzilla. Customer acknowledges that it is solely responsible for its decision to purchase and/or lease the Services from Webzilla. Customer shall order the Services pursuant to separate written agreements between Webzilla and Customer (hereinafter referred to as an "Order Form" as defined in section 22(b)), each of which shall be deemed incorporated herein upon its full execution and delivery by Webzilla and Customer. Each Order Form may contain terms and conditions specifically governing Customer's use of the Services described there in; however, the terms and conditions of the Master Agreement shall apply to each Order Form. In the event of a conflict between the terms and conditions of the Master Agreement and the terms and conditions of the Order Form, the Order Form shall take priority BUT this conflict does NOT void any agreement and specifically Customer's obligation to pay for Webzilla Services as agreed in the Order form as this is also clearly stated in clause four (4) in the MSA. Webzilla, its affiliates and/or its subcontractors may perform the Services.

## 2. Term

- 3.1 The term of the Master Agreement shall commence on the Effective Date (the date when the Customer ordered any services from Webzilla) and will expire as specifically stated in the Internet Services Master Agreement and/or Order Form signed between Customer and Webzilla. If the Customer did not sign an Internet Services Master Agreement and/or Order Form and has received services from Webzilla then this Master Agreement is valid indefinitely subject to termination, as per clause thirteen (13).

## 3. Licenses; Use of Services

- 3.1 Customer warrants and represents that it has obtained all of the necessary licenses, permits, and authorizations to use and/or resell the Services (the "Licenses"), and shall maintain the Licenses throughout the term of the related Order Form. In the event that Customer fails to maintain any of the Licenses, Webzilla may terminate the affected Order Form upon written notice to Customer.
- 3.2 Customer shall not use the Services for any improper or unlawful purpose, nor permit any third party to do so. Customer will cooperate in any investigation of Customer's alleged illegal use of Webzilla's facilities or other networks accessed through Webzilla, provided that Webzilla has reasonable cause to initiate such investigation. If Customer fails to cooperate with any such investigation, Webzilla may suspend Customer's Services. Additionally, Webzilla may modify or suspend Customer's Services in the event of illegal use of the Network or as necessary to comply with any law or regulation.
- 3.3 Customer will at all times comply with and conform its use of the Services to the Webzilla AUP and Webzilla Anti-SPAM Policy ([Legal](#)) as updated from time to time.
- 3.4 Webzilla may update the Webzilla AUP and/or Webzilla Anti-SPAM Policy from time to time by posting such updates on Webzilla's website. References herein to the Webzilla AUP and/or Webzilla Anti-SPAM Policy shall mean the most updated version of such policies or procedures posted on Webzilla's web site. Webzilla shall notify Customer in advance via Customer's registered email with Webzilla of any material changes to its policies and procedures.

- 3.5 Customer acknowledges that Webzilla exercises no control over and accepts no responsibility for the content of information and communications, in whatever form, transmitted by Customer over Webzilla's Network.
- 3.6 Customer's use of any information obtained via the Network is at Customer's own risk. Webzilla specifically denies any responsibility for the accuracy or quality of information obtained through its Services.
- 3.7 In the event of any breach of this Section 3 by Customer, in addition to any other remedies available to Webzilla, Webzilla shall have the right to suspend the applicable Services without prior notice to Customer; provided that Webzilla notifies Customer of the suspension and its justification therefore as soon as practicable after the commencement of the suspension. Such notice shall also serve as notice of breach of the Master Agreement, as set forth in Section 13.1 below, and Webzilla may continue the suspension until (a) Customer cures the breach, or (b) Webzilla terminates the Master Agreement as set forth in Section 13.3. Customer hereby indemnifies and holds Webzilla harmless against any actual loss, claim, fine, damage, reasonable costs or expenses caused by Customer's breach of this Section 3.
- 3.8 Customer's non-adherence to this Master Agreement and/or any Order Form and/or any Webzilla policy, might Webzilla to enforce its rights under this Agreement.
- 3.9 Services not covered by a specific guarantee, are covered by Webzilla's Best Effort Policy (the "Best Effort Policy"). Webzilla will do its best to provide the specified Services, but cannot guarantee reaction, response and/or repair times. Any breach of this Master Agreement and/or Order Form by Customer makes this Best Effort Policy void.
- 3.10 Webzilla's obligations and Customer's exclusive remedies for failure of the Webzilla Services are stated in Webzilla's SLA signed by Customer and Webzilla.

## 4. Payment for Services

- 4.1 Webzilla shall invoice Customer for charges arising out of Customer's use of the Services (collectively, "Service Charges"). The billing frequency of each order may be mentioned in an Order Form. Service Charges will, whenever possible, be billed in advance. Customer shall ensure that such Service Charges have been paid within fourteen (14) days after the date of the applicable Webzilla invoice, unless otherwise specified in an Order Form. Unless otherwise agreed in an Order Form, all charges and/ or fees are in Euro or US Dollars and shall be payable in Euro or US Dollars as stated in the invoice.
- 4.2 Initial Payment. Upon full execution of initial services preparation, Customer shall be invoiced for all Service Activation Charges. Webzilla may require an Initial Payment for the first and last month's Service Charges or Webzilla may request an Initial Payment as agreed and clearly stated in an Order Form. The Initial Payment shall be due upon connection of Customer's equipment to the Network, but in no event later than 14 days after the execution of this Agreement.
- 4.3 Recurring Charges. Webzilla will bill Customer monthly in advance for the Services, and monthly in arrears for any additional Bandwidth / Datatraffic for the Services used above the committ Bandwidth / Datatraffic billed in the prior month, and/or extra services. "Bandwidth / Datatraffic Fees" is defined as charges for usage of Bandwidth / Datatraffic provided under this Agreement as set forth in an Order Form. Billing for monthly Service Charges will begin on the Effective Date or date of connection of the Customer equipment to the Webzilla Network, whichever is earlier.

- 4.4 Customer reserves the right to dispute in good faith all or any portion of any invoice received from Webzilla and to withhold payment of such disputed amounts, provided that Customer provides written notice of the amount of and reasons for the dispute at the time payment is withheld. Webzilla must receive written notice of any dispute from Customer within fourteen (14) days after the date of the relevant invoice; otherwise, Customer shall be deemed to have waived its right to dispute such invoice. In the event of a dispute, Customer shall pay the undisputed portion of the invoiced charges pursuant to Section 4.1 above. After reviewing the disputed amount and a decision as to the disputed amount has been made in Webzilla's sole discretion, the final amount is then forwarded to the Customer and the Customer must process the payment within seven (7) business days.
- 4.5 Any amount not paid by Customer within fourteen (14) days after the date of the relevant invoice, absent any good faith dispute regarding the unpaid portion, will be subject to a late charge in the amount of two percent (2,0%) per month or the maximum amount allowable by law, whichever is less. Such interest shall accrue from the day after the date on which payment is due up to and including the date on which payment is received by Webzilla. This interest charge shall be payable not withstanding any and all damages which Webzilla may otherwise claim in respect of Customer's failure to make payment when due. Customer agrees to pay Webzilla's reasonable expenses, including attorney and collection agency fees, incurred by Webzilla in enforcing its rights for any non payment by Customer subject to any Order Form signed by Webzilla and Customer.
- 4.6 Unless otherwise agreed by Webzilla and Customer in an Order Form, Customer is solely responsible for the payment of any local access or other telecommunications charges related to or arising out of Customer's connection to and use of Webzilla's Network and Services. Customer is responsible for paying any fees, obtaining any required approvals and complying with any laws or usage policies applicable to transmitting data beyond the Network and/or through other public and private networks. Webzilla is not responsible or liable for performance or non-performance of such networks or their interconnection points.
- 4.7 The method of payment for each order is mentioned in an Order Form.

## 5. Taxes

Customer shall pay all sales, use, excise, or similar consumption taxes (including VAT, when applicable) arising out of its purchase or lease of Services from Webzilla; provided, however, that Webzilla shall be solely responsible for its own income, net worth, and property taxes. Notwithstanding the foregoing, Webzilla shall not invoice Customer for any taxes for which Customer has provided a valid exemption certificate issued by a taxation authority or a recognized controlling body/agent.

## 6. Network

- 6.1 "Network" means the Webzilla provided Autonomous telecommunications network, which is comprised of all data equipment owned or leased by Webzilla within each active Webzilla POP, all Webzilla wiring within each active Webzilla POP, power supplies owned or controlled by Webzilla in each POP, and all telecommunications circuits owned or leased by Webzilla between active Webzilla POPs. The Webzilla Network does not include equipment owned, leased, or controlled by Customer, telecommunications circuits or networks (including, without limitation, local access loops) between a Webzilla POP and a Customer location or between Customer locations, interconnections between Customer's network and the Webzilla Network, or any networks, network equipment, or telecommunications circuits not owned or controlled by Webzilla.

- 6.2 "Maintenance" means Webzilla's maintenance of the Webzilla Network. Customer will be notified of Maintenance as set forth in this Section 6 between Webzilla and Customer. Notification will take place by postings on it's website, phone, email, or any suitable form elected by Webzilla.
- 6.3 Webzilla shall be responsible for, and shall bear all costs of, the maintenance of Webzilla's Network. When circumstances permit, Webzilla agrees to provide prior notice to Customer of its Network maintenance when such maintenance is expected by Webzilla to cause an interruption or degradation of the Services. Webzilla reserves the right to suspend Services in order to perform maintenance, repairs, modifications or upgrades to its Network. Webzilla shall endeavor to (i) keep the duration of each suspension of Services as short as practicable, and (ii) schedule each suspension, to the extent practicable, so as to minimize interference with Customer's use of the Services. Customer agrees that the suspension, interruption, or degradation of Services pursuant to this Section 6 shall not be a breach of the Master Agreement or any Order Form.
- 6.4 "Network Status" means an actual status of the network, including any Network Faults and/or Maintenance.

## **7. Disclaimer of Warranties**

- 7.1 THE WARRANTIES EXPRESSLY SET FORTH IN THE MASTER AGREEMENT AND IN EACH ORDER FORM CONSTITUTE THE ONLY WARRANTIES OF WEBZILLA REGARDING THE SERVICES DESCRIBED IN SUCH ORDER FORM, AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN, ORAL OR STATUTORY, BY OPERATION OF LAW OR IN FACT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.2 IN NO EVENT SHALL EITHER WEBZILLA OR CUSTOMER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE PERFORMANCE OR BREACH BY EITHER PARTY OF ITS OBLIGATIONS UNDER THE MASTER AGREEMENT OR ANY ORDER FORM, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, LOST PROFITS, LOSS OF DATA, AND LOSS OF CUSTOMERS, CLIENTS, BUSINESS OPPORTUNITIES OR GOODWILL.
- 7.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS," AND "AS AVAILABLE" BASIS AND NEITHER WEBZILLA NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SERVICES OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SERVICES, UNDER THIS AGREEMENT OR OTHERWISE. THE SERVICES ARE PURCHASED WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. WEBZILLA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WEBZILLA DOES NOT MONITOR, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR THE CONTENT OF ANY COMMUNICATION TRANSMITTED BY CUSTOMER OR OTHERS, AND DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SERVICES.
- 7.4 NO ACTION OR PROCEEDING AGAINST WEBZILLA MAY BE COMMENCED BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED, AND CUSTOMER ACKNOWLEDGES THAT THIS LIMITATION CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.



## 8. Indemnification

- 8.1 Each Party shall indemnify, defend and hold the other harmless against any and all claims, losses, demands, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any demand, claim, suit or judgment for damages to any property or bodily injury to or death of any persons which may arise from (a) the negligence or willful misconduct of such Party, its employees, or agents, or (b) the breach of such Party's obligations under the Master Agreement or any Order Form.
- 8.2 Customer shall indemnify and hold Webzilla harmless from any and all claims arising out of the content of communications transmitted via the Services by Customer or by any party to whom Customer may resell the Services.
- 8.3 In the event that a Party becomes aware of a claim for which it may seek to be indemnified (the "Indemnified party"), the Indemnified party shall immediately notify the other party (the "Indemnifying party"). The Indemnifying party, at its option, may settle or compromise such claim or retain counsel and control and prosecute the defense. In no event shall the Indemnified party have the right to pay, settle, or otherwise compromise such claim without the prior written consent of the Indemnifying party, which shall not be unreasonably withheld. The Parties agree that they shall provide each other with reasonable aid and cooperation in the conduct of the defense and/or settlement of such claim as regards to any liability to a third party.
- 8.4 The Customer will indemnify, defend and hold harmless Webzilla and its directors, officers, employees, sales representatives, affiliates, agents and subcontractors from and against any claims, suits, actions, and proceedings from any and all third parties, and for payment of any Losses (as hereinafter defined), to the extent such Losses arise (a) as a result of noncompliance by the Customer with its obligations under this Agreement; (b) from any and all claims by any of the Customer's customers or other third party end users in connection with the Services (including, without limitation, any claims regarding content transmitted using the Services or violation of data protection legislation), regardless of the form of action, whether in contract, tort, warranty, or strict liability; "Losses" shall mean costs, fees, liabilities, losses, damages or penalties, including reasonable legal fees.

## 9. Assignment

Customer shall not assign the Master Agreement or any Order Form without the prior written consent of Webzilla, which may not be unreasonably withheld. Notwithstanding the foregoing, Customer shall not be relieved of its obligations under this Master Agreement or any Order Form by its assignment of the same. Webzilla may assign the Master Agreement or any Order Form to any third party or Webzilla affiliate upon written notice to Customer.

## 10. Confidentiality

- 10.1 Customer and Webzilla hereby agree that if either Party provides confidential information to the other Party ("Confidential Information"), such Confidential Information shall be held in confidence by the receiving Party for no less than three (3) years after the date of its disclosure, and shall be afforded the same care and protection afforded to the receiving Party's own confidential information (which in any case shall be not less than reasonable care) to avoid disclosure to or unauthorized use by any third party. The terms and conditions of the Master Agreement and of each Order Form constitute Confidential Information, and all information, including, without limitation, tech-

nical, financial, business, marketing, sales, employee, rate, traffic routing, and traffic flow information disclosed by either Party to the other in connection with the Master Agreement or any Order Form shall be Confidential Information, whether or not such information is marked as confidential.

All data provided by Webzilla to Customer regarding the performance of Webzilla's Network shall also be Confidential Information. Confidential Information shall remain the property of the disclosing Party, shall be used by the receiving Party only for the intended purpose, and, if in writing, shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Confidential Information shall not be reproduced except to the extent necessary to accomplish the purpose for which it was disclosed.

- 10.2 Section 10.1 shall not apply to any Confidential Information which (a) becomes publicly available other than through the recipient, (b) is independently developed by the receiving Party; (c) becomes available to the receiving Party without restriction from a third party; (d) is disclosed with the prior written consent of the disclosing Party; or (e) is required to be disclosed by a governmental or judicial law, order, rule or regulation; provided, however, that the receiving Party required to make a disclosure pursuant to this subsection (e) shall promptly inform the other Party of the requirements of such disclosure.
- 10.3 Notwithstanding Sections 10.1 and 10.2 above, either Party may disclose Confidential Information to its employees, agents, and legal, financial, and accounting advisers to the extent necessary or appropriate in connection with the negotiation and performance of the Master Agreement or an Order Form or its obtaining of financing, provided, however, that each such employee, agent or adviser is notified of the confidential nature of the Confidential Information and is subject to or agrees to be bound by similar restrictions on its use and disclosure.

## **11. Intellectual Property; Restrictions on Advertising**

- 11.1 The Parties agree that all patents, trademarks, copyrights, trade secrets, registered design, service marks, trade names, logos, inventions and all other intellectual property shall remain the property of the person or Party originating the same and that nothing in the Master Agreement or any Order Form grants either Party any ownership, license, or any other right, either express or implied, in the intellectual property of the other.
- 11.2 Neither Party shall use any advertising, sales, promotions, or other publicity materials (including, without limitation, publicity regarding the Master Agreement or any Order Form) that includes the other Party's name, logo, trademarks or service marks without the prior written approval of the other Party, which may be granted or withheld in that Party's sole discretion.
- 11.3 Webzilla reserves all rights, title and interest, including all related Intellectual Property Rights, the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Services. Webzilla owns all proprietary rights (as defined in section 22(g), including patent, copyright, trade secret, trademark and other proprietary rights), in and to the Services. Customer agrees that title to and ownership of the Services, in any form, shall at all times and in any event be held exclusively by Webzilla. Customer shall be entitled to only such rights with respect to the Services as are specifically granted herein.

## 12. Force Majeure

Neither Party shall be liable for any delay or failure in performance of one or more of its obligations due to an event of force majeure, and its performance of such obligation or obligations shall be excused and extended for the period of such delay. Force majeure shall include, without limitation, acts of God; fire; flood; earth quake; storm; lightning; epidemic; material shortages, unavailability, or delay in delivery not resulting from the responsible Party's failure to timely place orders therefore; equipment failures; lack of or delay in transportation; war; outbreak of hostilities (whether or not war is declared); civil disorder; riots; strikes, or other labor unrest; sabotage; failure of a third party to grant a required right-of-way permit, assessment or other required authorization; acts or omissions of vendors or suppliers; changes in law, regulation or government policy; or any other cause beyond the commercially reasonable control of such Party. The Party claiming relief under this Section 12 shall promptly notify the other in writing of any force majeure event expected to cause a delay or failure in performance and the cessation or termination of said event.

## 13. Default & Termination

- 13.1 Customer shall be in default under the Master Agreement, including any Order Form in the event of Customer's failure to pay any undisputed sum of money under an Order Form within seven (7) days after its receipt of notice of nonpayment from Webzilla. Either party shall be in default under the Master Agreement in the event that either Party fails to perform any of its obligations under the Order Form provided such failure is not remedied within fourteen (14) business days after receipt of notice from the non-defaulting Party;
- 13.2 Webzilla shall be in default under the Master Agreement, including any Order Form, in the event of Webzilla's failure to perform any of its obligations under the Master Agreement or any Order Form within sixty (60) days after receipt of written notice from Customer.
- 13.3 Webzilla may terminate the Master Agreement, including any Order Form by written notice to Customer upon Customer's failure to cure an event of default as required by this Section 13.
- 13.4 Customer may terminate the Master Agreement, including any Order Form by written notice to Webzilla upon Webzilla's failure to cure an event of default as required by this Section 13.
- 13.5 No termination or expiration of the Master Agreement or any Order Form shall affect either Party's rights or obligations with respect to any then existing defaults under the Master Agreement or such Order Form or the obligation to make any payment for the Services rendered prior to the date of termination or expiration. In addition to termination of the Master Agreement due to default, the nondefaulting Party may pursue any legal remedies it may have at law or in equity relating to such default, provided, however that appropriate notice and opportunity to cure has been given pursuant to this Section 13.
- 13.6 Effect of Termination. Upon expiration or termination of this Agreement: (a) Webzilla will cease providing the Services; (b) except in the case of termination by Customer pursuant to Section 13.4, all of Customer payment obligations under this Agreement, including but not limited to monthly Service Charges through the end of the Term indicated on an Order Form will become due in full immediately; and (c) within ten (10) days, Customer will remove all of Customer Equipment and any other property from Webzilla's premises and return the Colocation Space to Webzilla in the same condition as it was prior to Customer installation. If Customer does not



remove such property within the ten (10) day period, Webzilla, at its option and at Customer expense, may remove and store any and all such property, return such Equipment to the Customer, or dispose of such Equipment without liability for any related damages. In addition, Webzilla reserves the right to hold any Customer Equipment until it has received payment in full. Webzilla reserves the right to sell any Customer Equipment in case Customer does not pay the invoice within four (4) months after the invoice date.

- 13.7 If Webzilla terminates the Master Agreement and/or any Order Form during the Initial or Renewed Term pursuant to Section 13.3 of this Master Agreement, Customer must pay any outstanding amount due within seven (7) days to Webzilla and this shall not prevent or limit Webzilla from pursuing any and all other available remedies against Customer.
- 13.8 This Master Agreement shall take its effect from the Effective date and act till its termination or natural expiration.
- 13.9 All termination notices by Customer must be sent separately for each Service to Webzilla.

## 14. Survival

The Parties' respective representations, warranties, and covenants, together with obligations of indemnification, confidentiality and limitations on liability and Customer's obligation to pay any outstanding fees to Webzilla will survive the expiration, termination or rescission of this Agreement and continue in full force and effect.

## 15. Limitations of Liability

- 15.1 Personal Injury. Webzilla will not be liable for any harm or personal injury to Customer or Customer employees, representatives, Customer's or agents resulting from any cause, other than Webzilla's negligence or willful misconduct.
- 15.2 Loss of Customer data (bases). Webzilla is not liable for damage to, or loss of any of Customer data (bases).
- 15.3 Damage to Customer Equipment, excluding data (bases). Webzilla is not liable for damage to, or loss of any of Customer Equipment resulting from any cause, other than Webzilla's negligence or willful misconduct and then only in an amount not to exceed the replacement value of the damaged Customer Equipment.
- 15.4 Damage to Customer Business. In no event will Webzilla be liable for any incidental, punitive, indirect or consequential damages (including without limitation any lost revenue or lost profits) or for any loss of technology, loss of data, or interruption or loss of use of Services (except as set forth in Section 4) or any other similar claims by Customer or related to Customer's business, even if Webzilla is advised of the possibility of such damages.
- 15.5 Maximum Liability. Notwithstanding anything to the contrary in this Agreement, either Party's maximum aggregate liability to Customer related to or in connection with this Agreement whether under theory of contract, tort (including negligence), strict liability or otherwise will be limited to the total amount paid by Customer to Webzilla hereunder for the twelve (12) month period prior to the event or events giving rise to such liability.

## 16. Notices

16.1 Unless otherwise provided herein all notices concerning the Master Agreement and each Order Form shall be addressed to the other Party as follows:

If to **Customer**:

Customer Account holder email.

If to **Webzilla**:

**Webzilla B.V.**

Tingietersweg 56,

2031 ES Haarlem,

The Netherlands

Email: [support@webzilla.com](mailto:support@webzilla.com)

or at such other address as either Party may designate from time to time in writing to the other Party.

16.2 Unless otherwise provided herein, notices shall be sent by registered or certified mail, return receipt required, or by prepaid commercial overnight delivery service, or by facsimile transmission confirmed by the receiving Party and shall be deemed served or delivered to the address when received or refused at the address for notice specified above.

## 17. Governing Law

If the Customer signed an Internet Master Services Agreement with a Webzilla company then this Agreement will be construed and enforced in accordance with the laws as specified in clause 6.1 of the Internet Master Services Agreement. If the Customer did not sign an Internet Master Services Agreement with a Webzilla Company then this Agreement and each Order Form shall be construed and enforced in accordance with the laws of The Netherlands. Customer hereby consents to the jurisdiction of the courts of Amsterdam, The Netherlands with respect to any dispute, controversy or other matter relating to or arising out of the Agreement or any Order Form.

## 18. Miscellaneous

Waiver: No waiver of any of the terms of the Agreement or any Order Form or of any breach of terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach; Severability: All provisions contained in this Master Agreement and any Order Form shall be applied to the extent permitted by applicable law, and if any term, covenant or condition contained in the Master Agreement or any Order Form shall, to any extent, be invalid or unenforceable in any respect under the laws governing the Master Agreement or such Order Form, the remainder of the Master Agreement or the relevant Order Form shall not be affected thereby, and each term, covenant or condition thereof shall be valid and enforceable to the fullest extent permitted by law; No Personal Liability: Each action or claim against either Customer or Webzilla arising under or relating to the Master Agreement or any Order Form shall be made only against such Party as a corporation, and any liability relating thereto shall be enforceable only against the corporate assets of such Party; Counterparts: The Master Agreement and each Order Form may be executed in counterparts (which may be originals, photocopies, or copies sent by facsimile transmission), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

## 19. Entire Agreement

This Master Agreement, together with the SLA, the AUP, any executed Internet Services Master Agreement, any executed Internet Order Form - No.1, and any subsequently executed Order Form, represent the entire understanding of the Parties with respect to the subject matter here of. The Agreement cannot be modified except in writing and when signed by both Parties.

## 20. Relationship of the Parties

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the Parties, or to authorize either Party to this Agreement to act as agent for the other, and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power. Customer is an independent contractor engaged in purchasing and/or leasing the Services from Webzilla for resale and/or further use.

## 21. Restrictions on use

Customer agrees that Webzilla Services may contain trade secrets and other valuable confidential and/or proprietary information belonging to Webzilla and/or its licensors. Customer shall not, except as expressly permitted in this Agreement, (i) rent, lease, encumber, pledge, lend, copy, make available or distribute the Services; (ii) disclose the Services to any third party, (iii) alter, or permit the alteration of any Services; (iv) copy, or permit the copying or distribution of the Services; (v) knowingly take any action that jeopardizes Customer's proprietary rights in any Webzilla Services; (vi) acquire or seek to acquire any ownership interest in or to any Webzilla Services; (vii) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from any Webzilla Services; or (viii) remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on the Services or that appear during use of any Services. Webzilla and Customer shall each exercise due diligence to maintain in confidence and not disclose to any third party any proprietary information furnished by the other to it on a confidential basis and identified as such when furnished. Except in accordance with this Agreement, neither Party shall use such information without permission of the Party that furnished it. As used in this paragraph, "due diligence" means the same precaution and standard of care, which that Party uses to safeguard its own proprietary data, but in no event less than reasonable care. The provisions of this Section shall survive beyond the expiration, non-renewal or termination of this Agreement.

## 22. Definitions

As used herein:

- a) "Agreement" means this General Terms & Conditions Agreement, and any Order Form (as hereinafter defined) as well as any subsequently executed Order Form), the Support and Service Level Agreement ("SLA"), any Webzilla's Acceptable Use Policy (the "AUP"), and any other documents that are expressly incorporated/referenced herein.
- b) "Order Form" means any additional written agreement signed between Webzilla and Customer stating any services where Customer purchased and/or leased by Webzilla.
- c) "SLA" means the Support and Service Level Agreement (SLA) uploaded to [Legal.html](#) or as specifically otherwise agreed between Customer and Webzilla in any Order Form.

- d) "Services" means a connection to the Internet (IP Connectivity), and/or Content Delivery Network (CDN), and/or Cloud Servers, and/or Cloud Storage and/or Colocation services and/or DDoS protection services and/or Equipment Rental services and/or Managed services and/or Software Licenses Rental services.
- e) Webzilla "Network" is defined in section 6.
- f) "Force Majeure" is defined in Section 12.
- g) "Proprietary Rights" means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, knowhow, trade secrets, moral rights, contract or licensing rights, branding features, and confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.
- h) "Webzilla" means the Webzilla company that is stated on Customer's invoice.