

## TERMS AND CONDITIONS

*This agreement specifies the terms and conditions under which Cabo Communications A/S [Cabo] provides the Service named Irigo hosted services.*

### 1. DEFINITIONS

1.1. Unless otherwise specified, certain terms used in this Agreement will have the meanings assigned to them in [Exhibit A](#), hereto.

### 2. THE SERVICE

2.1. Cabo will use its reasonable endeavours to provide the Service named Irigo hosted services as described in [Exhibits B, C and D](#). Customer may use the Service solely for Customer's internal business purposes and for providing the Service to Subscribers, in consideration for (a) payment of the Service Fees, and (b) Customer's compliance with the terms and conditions of this Agreement, the Product Documentation or other documents as may be incorporated by reference herein.

### 3. OPERATING OBLIGATIONS.

3.1. [SUPPORT](#). Cabo will provide Customer with technical support for the Service in accordance with the Support Policy, attached as [Exhibit C](#).

3.2. [SERVICE LEVEL AGREEMENT POLICY](#). Cabo will provide the Service in accordance with the Service Level Agreement Policy attached as [Exhibit D](#).

3.3. [USER AND USAGE DATA](#). The Parties will comply with the User Data and Usage Data obligations set out in [Exhibit E](#).

3.4. [GENERAL CUSTOMER RESPONSIBILITIES](#). Customer is solely responsible for all Subscriber and any other third party communication and support related to the Service. Customer agrees that Cabo is not responsible for any networks, computers, software, hardware, and other services and equipment necessary for Customer and Subscribers to access the Service, including adequate Internet connectivity necessary for Customer and Subscribers to access the Service fully. Cabo makes no guarantee that Customer's equipment will be compatible with the Service. Customer is solely responsible for all activity occurring under Subscriber accounts, and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with use of the Service, including those related to data protection and privacy, international communications and the transmission of technical or personal data. Cabo will assess against prepaid Service Fees (as defined in [Exhibit A](#)), or otherwise invoice Customer for, any costs or expenditures Cabo is reasonably required to incur in connection with Customer's obligation under this Section, provided that Cabo obtains the Customer's written consent prior to Cabo incurring such costs.

3.5. [LEGAL PROCESS COMPLIANCE](#). For the purposes of this clause, the terms "Personal Data", "Data Controller", "Data Processor" and "Process" (or "Processing") shall have the same meanings as in the Data Protection Acts, 1988 and 2003 (the "Acts"). In addition to the provisions of [Exhibit E](#) (User Data and Usage Data Policy), the following provisions shall apply in respect of Personal Data processed pursuant to this Agreement:

(a) For any Personal Data contained in the User Data or Subscriber ID (the "Subscriber Personal Data") processed by Cabo in connection with this Agreement, the parties agree the Customer shall be the Data Controller and Cabo shall be the Data Processor and the terms of this clause shall apply to such data.

- (b) Cabo shall only process Subscriber Personal Data in accordance with instructions from the Customer as part of this Agreement. Unless otherwise agreed in writing, Cabo shall only process and disclose such Subscriber Personal Data as is reasonably necessary in connection with this Agreement or as is required by law or any regulatory body.
- (c) Cabo warrants to the Customer that it complies and will comply with its obligations as a Data Processor under the Acts.
- (d) Cabo shall take all appropriate technical and organisational measures in order to secure the confidentiality of the Subscriber Personal Data disclosed in connection with this Agreement by the Customer to Cabo, to prevent unauthorised or unlawful processing of such Subscriber Personal Data, and to protect such against accidental or unlawful destruction, accidental loss, alteration or unauthorised disclosure or access.
- (e) Having regard to the cost of implementing any technical and organisational measures and to technological development, Cabo shall implement measures to ensure a level of security appropriate to the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage to the Subscriber Personal Data, and to reflect the nature of the Subscriber Personal Data to be protected. Cabo shall notify the Customer of any breaches of its security immediately upon becoming aware of such breaches.
- (f) Cabo acknowledges that the Subscriber Personal Data is confidential in nature and it shall, unless otherwise directed by the Customer:
- (i) process the Subscriber Personal Data (on behalf of the Customer) exclusively in connection with this Agreement but for no other purposes whatsoever;
  - (ii) process the Subscriber Personal Data in accordance with the instructions of the Customer as set out herein or as is agreed in writing by the Customer;
  - (iii) take reasonable steps to procure that each of its employees and/or agents engaged in processing the Subscriber Personal Data will be informed of the confidential nature of the Subscriber Personal Data;
  - (iv) take reasonable steps to ensure that neither Cabo nor any of its employees or agents publish, disclose or divulge Subscriber Personal Data to any third party unless otherwise required by this Agreement or as directed in writing to do so by the Customer;
  - (v) not (and shall procure that their employees and agents shall not) process or transfer any Subscriber Personal Data outside the European Economic Area (EEA) to a country other than Switzerland or the United States without the prior consent of the Customer; and
  - (vi) take reasonable steps to ensure that it does not transmit in any form or by any means whatsoever the Subscriber Personal Data outside its usual place of business (except in accordance with this Agreement or as agreed with the Customer in writing or for any transfer of Subscriber Personal Data for offsite security back-up and in the case of disaster recovery, Personal Data being transmitted to and being stored at a designated disaster recovery site).
- (g) Cabo may disclose the Subscriber Personal Data to those of its employees or agents as it considers necessary for the administration of its services on similar (but no less onerous) terms to those set out herein.

- (h) Cabo shall (and shall procure that its agents shall) promptly notify the Customer about:
    - (vii) any legally binding request for disclosure of the Subscriber Personal Data by a law enforcement or other applicable authority unless otherwise prohibited;
    - (viii) any request received directly from a Data Subject without responding to that request, unless they have been otherwise authorised to do so; and
  - (i) shall assist the Customer in taking any actions deemed necessary or appropriate to deal with complaints or allegations of or in connection with a failure to comply with the Acts.
  - (j) Cabo and the Customer acknowledge that this clause constitutes an agreement between a Data Controller and a Data Processor as prescribed by the Acts.
  - (k) With respect to any Personal Data contained in the Usage Data, the parties acknowledge and agree that each party shall be the Data Controller in respect of the relevant Personal Data which it collects.
- 3.6. CUSTOMER'S TERMS OF SERVICE. If the Customer provides a publicly accessible service, based on the Service, then the Customer agrees to protect the privacy of its Subscribers through a publicly posted policy that accurately describes Customer's data handling practices and contains no material omissions, complies with all applicable laws and regulations, and does not contradict this Agreement. Customer is solely responsible for enforcement of Customer's Terms of Service (including any terms as may be reasonably required by Cabo under this Agreement) or any other agreement between Customer and Subscriber. Customer will immediately notify Cabo if it becomes aware of any Subscriber's violation of any applicable Terms of Service or guidelines for the Service and any actions it has taken or will take in connection with such violation.
- 3.7. CABO SUBSCRIBER TERMS. If the Customer provides a publicly accessible service, based on the Service, then Customer will: (1) incorporate in an enforceable manner Cabo's Terms of Service (including, without limitation, its privacy policy), respectively into its own Terms of Service, or (2) where reasonably required by Cabo, enable Cabo's own Terms of Service to be presented directly to Subscriber in a manner specified by Cabo. Where Cabo requires Cabo Terms of Service to be presented directly to the Subscriber, the specific implementation and presentation of such Cabo Terms of Service will be mutually agreed, but at minimum shall include: (a) direct links to Cabo Terms of Service and ability for Subscribers to accept the Cabo Terms of Service in an enforceable manner; (b) consent/accept provisions provided by Cabo; and (c) continued accessibility by Subscribers to Cabo Terms of Service at all times throughout the duration of this Agreement. At Cabo's request, Customer will promptly suspend or terminate any Subscriber's access to the Service in response to any breach of any applicable Terms of Service by Subscriber.
- 3.8. CABO ENFORCEMENT. Cabo reserves the right, in its sole discretion, (a) to elect to either suspend or terminate, or procure that Customer suspends or terminates, any Subscriber in response to a violation or suspected violation of any applicable Terms of Service; or (b) to access, preserve, or disclose User Data or Usage Data if required to do so by any and all applicable laws including, but not limited to, the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any other applicable legislation derived from EC Directives 95/46/EC or 2002/58/EC, as applicable, or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce Cabo's Terms of Service; (iii) respond to claims that any User Data or Usage Data violates the rights of third parties; (iv) respond to Customer's

requests for technical support; or (v) protect the rights, property or personal safety of Cabo, its users and the public.

- 3.9. SECURITY OBLIGATIONS. Customer will comply with the security obligations in Exhibit F.
- 3.10. ESCALATION. Except where this Agreement expressly provides otherwise, in the event of any dispute arising out of or relating to this Agreement, the designated Lead Executive for each Party will meet (by telephone or in person) no later than ten business days after receipt of written notice by either Party of a request for resolution of a dispute. The Lead Executives will enter into good faith negotiations aimed at resolving any such dispute. If the Lead Executives are unable to reach mutually satisfactory resolution of the dispute within ten days after receipt of written notice, the dispute will be referred to a senior executive officer of each Party. Neither Party will commence any action against the other (other than for temporary injunctive relief where required) while the Lead Executives or senior executive officers are mutually engaged in a good faith attempt to resolve the dispute.

#### 4. FEES AND PAYMENT TERMS

- 4.1. PERFORMANCE AT OWN PARTY'S EXPENSE. Unless expressly stated otherwise in this Agreement, each Party will perform its obligations set out in this Agreement at its own expense.
- 4.2. SERVICE FEES. Customer will on a monthly basis (a) pay to Cabo the current Initial Fee and Service Fees as published and regularly updated on <http://www.cabo.dk>, or (b) pay the initial fee and service fees agreed upon and specified in a separate purchase order.
- 4.3. Payment Terms. Payment terms are Net 30 days from invoice date. Invoices not paid within thirty (30) days from the invoice date will bear interest from the due date until paid at a rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less. Fees quoted do not include any applicable sales, use or service tax; the payment of which is the responsibility of the customer. Customer will continue to be charged for Service Fees during any period of termination or suspension. If outstanding payments owed to Cabo exceed six (6) months, then Cabo may exercise a right to advise Subscribers directly that their service may be shut down or migrated to another service.
- 4.4. TAXES. Customer will be responsible for all taxes, duties and other governmental assessments in connection with this Agreement (but excluding any tax measured by the Cabo's net or gross income or Cabo's excess profits, receipts, capital, franchise, or net worth) and will pay all such amounts. This includes, without limitation, any and all withholding taxes in any country or jurisdiction; accordingly, amounts specified to be paid to Cabo as provided in this Agreement will not be reduced by any such withholding and Customer will make all required payments out of its separate funds.
- 4.5. Customer Purchase Order. If a Customer purchase order is required in order for payment to be made by Customer in connection with this Purchase Order, Customer shall provide such purchase order to Cabo concurrent with the execution of this Agreement.

#### 5. TERM, TERMINATION AND TRANSITION

- 5.1. TERM. This Agreement will commence on the Effective Date and will continue for the period of time in which the customer uses the Service, unless terminated in accordance with this Agreement. Following the initial Service Term, the Agreement will be automatically and perpetually renewed for consecutive Service Terms, continuing in effect until (a) a Party, at any time and for any reason, terminates this Agreement by providing at least 90 days prior written notice to the other Party, or (b) it is terminated as otherwise provided under this Agreement. The Parties agree to comply with the Wind-Down Period specifications in Exhibit G.
- 5.2. TERMINATION FOR CAUSE. A Party will have the right to terminate this Agreement after providing written notice to the other Party, if a Party: (a) commits a material breach of this Agreement and fails to cure such breach within thirty (30) days of receipt of written notice of the material breach from the non-breaching Party; (b) becomes insolvent or dissolves; (c)

files a petition in bankruptcy; (d) enters into a voluntary or similar arrangement with its creditors; (e) upon the appointment of any receiver or administrative receiver over all or any of its assets or the passing of a resolution to that effect; (f) a notice is issued for the purposes of convening a meeting to approve the placing of either party in administration or liquidation, or a petition is presented or any order made for the administration or liquidation or either party or either party becomes subject to dissolution proceedings; (g) if a judgment, order or award made against either Party is outstanding and not discharged within ten (10) days or if any distress, execution, sequestration or similar process is levied on or commenced against any of the assets of the other Party and not lifted, withdrawn or discharged within ten (10) days; (h) if any circumstance arises or event occurs in relation to either party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject which corresponds with or has an effect equivalent or similar to any of those stated in paragraphs (b) to (h) (inclusive) of this Clause. Termination of this Agreement pursuant to this [Section 5.2](#) will trigger the Wind-Down Period. Additionally, Cabo may suspend performance under this Agreement in whole or in part with immediate effect, (x) as a result of a third party claim alleging facts that would constitute a breach of Customer's obligations under [Sections 3.4–3.9](#), or (y) Cabo is obliged by any court order or order of any other regulatory body (irrespective of any appeal right) to temporarily or permanently refrain from continuing to perform its obligations under this Agreement. If any suspension under this paragraph continues for more than six (6) months, Cabo may terminate this Agreement in whole or in part with immediate effect. Further, Cabo may terminate this Agreement where Customer fails to initiate the Service within six (6) months of the Effective Date, provided that such delay is in no part attributable to Cabo.

**5.3. EFFECT OF TERMINATION.** Upon the end of any Wind-Down Period, (a) the licenses granted under this Agreement and the Service shall terminate, (b) each Party shall destroy, and certify in writing to the other Party destruction of, or return to the other Party, all copies and extracts of the other Party's Confidential Information, and (c) the obligations in [Sections 1, 6.3, 7, 8–10](#), [Section 1 of Exhibit E](#), and [Section 3 of Exhibit G](#) shall survive the expiration of the Wind-Down Period.

## **6. INTELLECTUAL PROPERTY AND RESTRICTIONS**

**6.1. INTELLECTUAL PROPERTY; RESERVATION.** Except for rights expressly granted herein, this Agreement does not transfer any intellectual or other property or proprietary right to Customer. Customer agrees that all right, title, and interest in the Service, including any portion thereof, provided to Customer and Subscribers, are the property of Cabo, and its Affiliates, vendors and licensors. The Service and any portion thereof are only for Customer's use in connection with the Service provided to Customer in accordance with this Agreement. No rights or licenses are granted, or may arise by implication or estoppel, other than those expressly granted herein.

**6.2. INTELLECTUAL PROPERTY of the Customer.** The Parties agree and acknowledge that all Intellectual Property or other property or proprietary right in the Customer Content/ Customer Domain or otherwise belonging to the Customer (including the Customer trademark and/or trade name (if applicable)) prior to and/or independently from this Agreement belongs to and shall remain the absolute property of the Customer (and/or its Affiliates and licensors as the case may be).

**6.3. RESTRICTIONS.** Customer may not: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service, except as expressly permitted herein to Subscribers; (b) modify or make derivative works based upon the Service; or (c) reverse engineer the Service in order to build a competitive product or service.

## 7. WARRANTIES, DISCLAIMERS AND INDEMNITIES

7.1. WARRANTY. Each party hereby warrants and represents that, as of the date hereof: (a) it is a company duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite corporate power and authority and has taken all necessary corporate action to execute, deliver and perform this Agreement; and (c) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with or violate any term or obligation of any other agreement to which it is a party, such that the conflict or violation prevents or would prevent Cabo from fully performing its obligations or exercising its rights under, and in accordance with, this Agreement.

7.2. Cabo warrants and represents that it shall perform the Services with reasonable care and skill, and shall use its reasonable endeavours to perform the Service in accordance with Exhibits B, C and D.

7.3. WARRANTY LIMITATIONS AND DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL MATERIALS AND DELIVERABLES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED “AS-IS” AND EACH PARTY HEREBY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND NON-INFRINGEMENT. NEITHER CABO NOR ITS AFFILIATES MAKE ANY WARRANTIES OR REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICE, THAT THEY (OR ANY THIRD PARTY) WILL ISSUE UPDATES OR ENHANCEMENTS TO THE SERVICE, OR THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER CABO NOR ITS AFFILIATES SHALL BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY USER DATA, OR FOR ANY LOSS OR DAMAGE RESULTING FROM OR IN CONNECTION WITH CUSTOMER'S FAILURE TO COMPLY WITH THIS AGREEMENT.

### 7.4. INDEMNITY.

7.4.1. Customer agrees to defend, indemnify and hold Cabo, and its subsidiaries, Affiliates directly involved in the performance of this Agreement, officers, agents, employees, harmless from any and all liabilities, losses, costs, claims and expenses, (including reasonable legal fees) incurred by Cabo arising in connection with or related to: (a) Customer Content or Customer Domain; (b) Customer's or any Subscriber's use of the Service where the Service is used other than as permitted by Cabo or otherwise outside the scope of the Agreement; (c) Customer's disclosure of Subscriber IDs, User Data or Usage Data or Customer's failure to properly comply with applicable laws and/or legal process; (d) any breach or non-compliance by Customer of this Agreement or any other applicable Cabo Terms of Service or guidelines.

7.4.2. Cabo agrees to defend, indemnify and hold Customer, and its subsidiaries, Affiliates, officers, agents, employees, harmless from any and all third party lawsuit or proceeding brought against Customer based upon or otherwise arising out of a claim that Cabo's technology used to provide the Service infringe(s) any copyright of such third party. Notwithstanding the foregoing, in no event shall Cabo have any obligations or liability under this Section arising from: (a) any content, information or data provided by Customer, Subscribers or any other third parties; (b) use of the Service in a modified form or in combination with materials not furnished by Cabo under the Service. Cabo in its sole discretion, reserves the right to terminate Customer's continued use of any Service which are alleged or reasonably believed by Cabo to infringe.

7.4.3. The foregoing obligations shall exist only if the Party seeking indemnification (“**Indemnitee**”): (a) promptly notifies the indemnifying Party (“**Indemnitor**”) of such

claim, (b) provides the Indemnitor with reasonable information, assistance and cooperation in defending the lawsuit or proceeding, and (c) gives the Indemnitor the option to take full control and sole authority over the defense and settlement of such claim. The Indemnitee may join in defense with counsel of its choice at its own expense.

## 8. LIMITATION OF LIABILITY

8.1. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY PARTY CLAIMING THROUGH OR UNDER EACH SUCH PARTY, FOR ANY LOST PROFITS, LOST DATA, EQUIPMENT, DOWNTIME (OTHER THAN IN ACCORDANCE WITH EXHIBIT D (SERVICE LEVEL AGREEMENT POLICY)), LOSS OF BUSINESS INCOME OR SAVINGS, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), EQUITY, BASED ON A WARRANTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR THIS AGREEMENT, EVEN IF EACH SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A BREACH OF CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, FROM ALL CAUSES OF ACTION OF ANY KIND, EXCEED THE TOTAL SERVICE FEES PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE CLAIM. THIS CLAUSE DOES NOT LIMIT THE OBLIGATION TO PAY MONEY DUE UNDER SECTION 5. Each Party acknowledges that the foregoing limitations are an essential element of the Agreement between the Parties and that in the absence of such limitations the pricing and other terms set forth in this Agreement would be substantially different.

8.2. NOTHING IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION UNDER THIS CLAUSE 9) SHALL OPERATE TO EXCLUDE OR RESTRICT:

8.2.1. EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING OUT OF ITS NEGLIGENCE;

8.2.2. EITHER PARTY'S LIABILITY FOR LOSSES, DAMAGES, COSTS OR EXPENSES SUFFERED BY THE OTHER PARTY ARISING OUT OF THE FIRST PARTY'S FRAUD, WILLFUL MISCONDUCT OR THE TORT OF DECEIT; OR

8.2.3. ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

## 9. GENERAL

9.1. ASSIGNMENT. The Customer may not assign or delegate this Agreement nor any right or obligation created hereby without the prior written consent of Cabo, such consent not to be unreasonably withheld or delayed. Cabo may freely assign any right or obligation under this Agreement to any of its Affiliates. Any purported assignment in violation of the foregoing shall be null and void.

9.2. GOVERNING LAW. This Agreement will be governed by and construed in accordance with Danish law. The Parties agree to submit to the exclusive jurisdiction of the Danish courts in respect of any dispute under this Agreement.

9.3. CONFIDENTIALITY.

9.3.1. If a non-disclosure or confidentiality agreement has already been concluded between the parties prior to the conclusion of this Agreement, its terms shall be incorporated into this Agreement. In the event of any conflict between such confidentiality agreement and the terms of this Agreement, the terms of this Agreement shall prevail.

9.3.2. The receiving Party will at all times, during the Term, the Wind-Down Period and thereafter, use the disclosing Party's Confidential Information only for the

purposes of performing its obligations under the Agreement or as otherwise agreed by the parties in writing.

9.3.3. Each party agrees not to disclose or permit disclosure of any of the other party's Confidential Information, except to: (i) employees or representatives of the receiving party on a need to know basis in relation to the obligations under this Agreement, provided such persons are subject to obligations of confidence which extend to such disclosures and which are no less stringent than those contained in this Agreement, (ii) the receiving party's professional advisers who are under fiduciary other duties of confidentiality which in either case are no less stringent than the duties or under this Agreement, (iii) any governmental department, regulator or court of law as required by applicable law or regulation, provided such disclosures are promptly notified in writing to the other party wherever possible, (iv) in the case of Cabo, on a need to know basis, its Affiliates.

9.3.4. Each party agrees that it shall take all reasonable measures to protect the secrecy of any Confidential Information. Such measures shall include the highest degree of care that the receiving party utilises to protect its own confidential information of a similar nature, which shall be no less than reasonable care.

9.3.5. This Clause 9.3 shall survive any termination or expiry of this Agreement.

9.4. MEDIA ANNOUNCEMENTS. Neither Party may make any public announcement or issue any press release or other written statement about the existence or terms of this Agreement without the other Party's prior written approval and consent except that Customer permits Cabo to reference Customer by name and logo in customer listings, Web sites or other collateral for marketing purposes

9.5. NOTICES; CONSENTS. Unless expressly stated otherwise in this Agreement, in any case where any notice, consent, approval, agreement or other communication is required or permitted to be given hereunder, such notice, approval, agreement or communication will be in writing and deemed to have been duly given and delivered: (a) if delivered in person, on the date of such delivery; (b) if sent by overnight express or registered or certified mail (with return receipt requested), on the date of receipt of such mail; (c) if sent by validly signed email (S/MIME), on the date of receipt of such mail; or (d) if sent by confirmed facsimile transmission, on the date of such facsimile transmission; provided that notice is also sent on the same day by one of the methods set forth in (a) or (b) above. Such notice or other communication will be sent to the address(es) set forth below the Parties' signatures (or such other address(es) as a Party may designate from time to time in writing). Notice of change of address will also be governed by this Section 9.5. In the event of a general discontinuance of postal service due to strike, lock-out or otherwise, notices or other communications will be delivered by hand, sent by signed email or sent by facsimile and will be deemed to have been received in accordance with this Section 9.5.

9.6. AMENDMENTS; NO WAIVERS. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing, and is signed, in the case of an amendment, by authorized signing officers of each Party, or, in the case of a waiver, by each Party against whom the waiver is to be effective. No failure of either Party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights.

9.7. COUNTERPARTS; EFFECTIVENESS; BENEFIT. This Agreement may be executed in any number of counterparts, each of which will be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement will become effective when each Party has received counterparts hereof signed by all of the other Parties hereto. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any third party other than the Parties hereto and their respective successors and assigns, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

- 9.8. SEVERABILITY. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision or part thereof will not affect the validity or enforceability of any other provision hereof.
- 9.9. REMEDIES CUMULATIVE. Unless expressly provided otherwise herein: (i) all rights and remedies granted to each Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such Party at law or in equity; and (ii) termination or expiration of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief, in connection with any of its rights accrued or otherwise existing up to the date of such termination or expiration.
- 9.10. FORCE MAJEURE. If, by reason of Force Majeure, either Party (the “Frustrated Party”) is delayed or unable, in whole or in part, to perform or comply with any of its obligations under this Agreement, then, subject to the remainder of this Section 9.10, it will not be liable for failing to perform its obligations to the extent that the inability was caused by Force Majeure, provided that where practicable given the nature of the Force Majeure event, it gives to the other Party prompt detailed notice of such inability. In the event of Force Majeure, the Frustrated Party will forthwith establish and implement a workaround plan that minimizes the disruption to the other Party and will use its reasonable endeavours to remedy the situation and remove the cause of its inability to perform as soon as possible. The Frustrated Party will give the other Party prompt notice of the cessation of Force Majeure. In the event that the Force Majeure continues for a continuous period of 60 (sixty) days or more, the non-Frustrated Party shall have the right to terminate the Agreement immediately on written notice.
- 9.11. NO AGENCY. Each of the Parties hereto is an independent contractor and will have no right, power or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement will not create or imply, or be construed to create or imply, any partnership, association, agency, fiduciary relationship, joint venture or joint and/or several liability between the Parties.
- 9.12. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. Nothing in this Clause shall exclude or restrict the liability of either party arising out of fraud, fraudulent misrepresentation or fraudulent concealment.
- 9.13. ORDER OF PRIORITY. [In the event of a conflict between: (i) the Terms and Conditions and the Product Documentation, these Terms and Conditions will take precedence; and (ii) these Terms and Conditions and the Exhibits, the Terms and Conditions shall take precedence, save that a Purchase Order shall take precedence in relation to its subject matter.

## Exhibit A

### DEFINITIONS

The following definitions apply to capitalized terms throughout this Agreement in both their singular and plural forms, unless such terms are otherwise expressly defined in the body of the Agreement. All references to “**days**,” “**months**” and “**quarters**” are to Danish calendar days, months and quarters, unless otherwise expressly stated in this Agreement.

- (a) “**Affiliate**” means and includes any entity that directly or indirectly controls, is controlled by, or is under common control of that entity, where “control” means the direct or indirect power to direct or cause the direction of the management and policies of the entity, whether through ownership of at least fifty percent (50%) of the voting interest, by contract or otherwise.
- (b) “**Confidential Information**” means any information which is marked as being confidential or which may reasonably be regarded as confidential, including all information of either party or their Affiliates that relates to their business, affairs, finances, products, developments, marketing, technology, pricing, performance, relationships, trade secrets, know-how, employees, customers and suppliers, including the subject matter of this Agreement and the User Information. Confidential Information does not include information which:
  - (i) is and can be evidenced as being lawfully in the possession of or independently developed by the receiving party at the time of disclosure;
  - (ii) is or becomes part of the public knowledge or literature, not as a result of any improper action or inaction of the receiving party;
  - (iii) is subsequently disclosed to the receiving party by a party having the legal right to make such disclosure; or
  - (iv) is approved in writing for release.
- (c) “**Customer Content**” means those trademarks, service marks, logos and other distinctive brand features, or content or other materials, of Customer and Customer’s Affiliates, that are used in or relate to the Service and which are provided by Customer to Cabo for Cabo’s use in accordance with this Agreement.
- (d) “**Customer Domain**” means the domain and Internet domain space under which the Services to the customer is provided.
- (e) “**Data Controller**” shall have the meaning given to it under the Data Protection Act 1998.
- (f) “**Force Majeure**” means an event of fire, flood, earthquake, element of nature or act of God; acts of war, terrorism, rebellions or revolutions, riots, civil disorders or disobedience, acts of vandalism or other unlawful acts; or any other similar event beyond the commercially reasonable control of a Party.
- (g) “**Hosted Service Guidelines**” means the Terms of Service of Cabo as notified in writing to the Customer, as may be modified from time to time and notified to the Customer in writing, with which Subscribers are required to comply as a condition of using the Service.
- (h) “**Initial Fee**” means an initial fee paid by the Customer to Cabo for providing access to the Service.
- (i) “**Intellectual Property**” means any patent, copyright, trade name, trademark, trade secret, know-how, or any other intellectual property right or proprietary right whether

registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.

- (j) **“Product Documentation”** means the applicable product and service documentation located at <http://www.cabo.dk>, as may be amended by Cabo from time to time and notified to the Customer.
- (k) **“Service”** means all the services described in Exhibit B that are provided by Cabo in accordance with the terms of this Agreement, as corrected, updated, enhanced, added to or otherwise modified in accordance with this Agreement.
- (l) **“Service Fee”** means the fee payable for the Service by the Customer, on a monthly basis.
- (m) **“Service Term”** means one month, unless another term is specified in a separate purchase order.
- (n) **“Subscriber”** means an individual who has been provisioned for or who has registered for the Service.
- (o) **“Subscriber ID”** means a Subscriber’s credentials when used by the Subscriber for authentication to the Service and access to the Subscriber’s User Data.
- (p) **“Terms of Service”** means the specific terms, conditions, guidelines or policies (including without limitation, privacy policies) of a Party which govern the use of the Party’s products or services.
- (q) **“Usage Data”** means data or information collected or received by a Party relating to a Subscriber’s use of the Service, including without limitation all click-stream data, search queries and Subscriber preferences, excluding any User Data and Subscriber ID.
- (r) **“User Data”** means Subscriber’s email content sent, received or stored in a Subscriber email account, the personal address book entries, calendar entries, or documents associated with a Subscriber’s account.
- (s) **“Wind-Down Period”** means the period starting on the date 60 days prior to the effective expiration or termination of this Agreement except, in the case of a termination for cause under Section 5.2, 30 days after the effective termination of this Agreement.

**Exhibit B**

**THE SERVICE**

1. **Feature Set.** The Service named Irigo hosted services is a collection of hosted IT services, which consists of 3 services
  1. A hosted virtual server service named “Irigo Cloud”, based on the Irigo Steamengine platform from Cabo. The current feature
  2. A hosted email service named “Irigo Work”, based on the ZCS software product from Zimbra. The current feature list for ZCS is located at <http://www.zimbra.com>. Cabo has enhanced and continues to enhance ZCS with various features, which are included in the Service. These are described at <http://www.cabo.dk>. Any specific Feature Set offered to a Customer may be set forth on a specific Purchase Order.
  3. A hosted IP telephony service named “Irigo PBX”, based on the Asterisk software product from Digium. The current feature list for Asterisk is located at <http://www.asterisk.org>. Cabo has enhanced and continues to enhance Asterisk with various features, which are included in the Service. These are described at <http://www.cabo.dk>. Any specific Feature Set offered to a Customer may be set forth on a specific Purchase Order.
2. **Service Use; Subscriber Provisioning and Management.** Cabo provides provisioning API’s and administrative interfaces pursuant to the Product Documentation and applicable Feature Set. Customer may create and administer Subscriber accounts, virtual servers and otherwise use the Services in a manner that complies with the technical and implementation requirements provided by Cabo from time to time. Customer is solely responsible for creating, modifying or deleting Subscribers and virtual servers to the Service. [Services related to the migration of existing Subscriber User Data to the Service are not included in the Service or this Agreement. Notwithstanding anything to the contrary, Cabo will have no obligation to process requests to create or administer Subscriber accounts under the Service that are not sent in compliance with the requirements of this Agreement, including without limitation, the Product Documentation.
3. **Changes to the Service.** As the provider of the Service, Cabo has final decision making authority over and will be responsible for, designing, programming, and modifying the Service. Cabo may implement or install security patches, updates, and service packs, as necessary and in Cabo’s sole discretion (“**Service Updates**”). Service Updates may change the Service and functionality (including removal of non-critical features). If Cabo anticipates that such Service Updates may materially and negatively impact the Service, Cabo will provide commercially reasonable notice to Customer of such Service Updates.
4. **Service Communications.** Customer acknowledges that Cabo may communicate directly with Subscriber for service-related (but not marketing or sales related) issues. Cabo will make a reasonable attempt to provide communications to Customer such that, if Customer so elects, the communication may come from the Customer; provided, however, that any modifications to the communication must be pre-approved in writing by Cabo, and that Cabo is not under an independent obligation to communicate with Subscriber.

**Exhibit C**

**SUPPORT POLICY**

- A. CUSTOMER OBLIGATIONS.** As a condition to Cabo providing technical support services, Customer must comply with the following:
1. **Customer's Support Obligations.** Except as expressly set forth in Section B below, Customer will be responsible, at its own expense, for any technical or Subscriber support relating to the Service. Specifically, and except as otherwise provided in Section 4 of Exhibit B and below, Customer will be solely responsible for all Subscriber or any third party communication related to the Service, and shall respond to any questions and complaints from Subscribers and/or third parties relating to Customer's or Subscriber's use of the Service. Customer will be responsible for using any supplied administrative tools to handle support issues, including all abuse-related complaints. Cabo will forward to support issues concerning the Service from Subscribers or third parties to a pre-designated contact or process, which Customer will maintain at all times. Notwithstanding the foregoing, Cabo reserves the right to resolve directly any issues involving violations of any applicable terms of service or policy, including without limitation the suspension or termination of any Subscriber in violation of such terms or policy.
  2. **Customer's Support Personnel.** Customer will staff personnel sufficiently trained on the Service features and functionality to fulfill its technical support obligations. Further, Customer will at all times retain at least one sufficiently qualified technical support representative ("**Qualified TSR**"), where a Qualified TSR will have extensive technical and problem solving skills, and be able to replicate a Subscriber's problem, and determine if problems or issues are related to a Subscriber's device, network, or ISP, Customer's network/systems, Cabo account or data, or Cabo network/systems. Cabo technical support will be rendered only to Customer's Qualified TSRs.
  3. **Pre-Escalation Obligations.** Prior to making any non-Tier 0 (as defined in Section B (1) below) request to Cabo, Customer shall first use its reasonable endeavours to fix any support issue, including error, bug, malfunction, or network connectivity defect, on its own.
  4. **Form of Support Request.** If, after fulfilling its obligation under Section 3 above without resolution, an authenticated Qualified TSR of Customer may submit a written request for technical support ("**Request**") through the online support tool or other method as may be designated by Cabo. When making a Request, Customer shall provide requested diagnostic information including but not limited to: (a) suggesting a recommended Urgency Level (as defined in Section B(3) below), as appropriate; (b) describing the problem, the configuration, and Customer's network; (c) providing relevant data; and (d) providing Qualified TSR contact information, including a applicable email addresses and telephone numbers, and communicating further to answer questions and assist Cabo support personnel as appropriate.
- B. CABO SUPPORT.** Subject to the terms and conditions of this Agreement, Cabo will provide technical support services as follows:
1. **Online Documentation or Other Web-Based Help – Tier 0 Support.** Cabo will make available certain standard help documentation to Customer, which may be accessible either directly to Subscriber or otherwise may be used in conjunction with fulfilling Customer's technical support obligations. Prior to escalating any support issue to Cabo, Customer will use Tier 0 Support resources in its attempt to resolve the issue.

2. **Technical Support Service.** Upon receiving a valid Request, Cabo will provide technical support services to Customer’s designated Qualified TSR. All Requests will be submitted to Cabo via a designated web interface or via email. Cabo may refuse any Request not submitted from an authenticated Qualified TSR of Customer. Cabo will communicate with Customer’s Qualified TSR via the web interface, email, or at Cabo’s discretion, via SMS or telephone.
3. **Request Categorization.** Cabo will categorize each Request as a certain Urgency Level, which shall be used as the basis for providing support under this Agreement. Cabo will pre-scan each Request for the suggested Urgency Level provided by Customer. Any Request submitted without a suggested Urgency Level will be designated as U4.
4. **Response Times.** “Response Time” refers to the amount of elapsed time for Cabo support personnel to contact Customer to acknowledge receipt of a Request. The support incident may or may not be resolved at that time. All hours (or minutes) refer to twenty-four (24) hours a day.
  - a. Urgency Levels. Initial response times are dependent upon urgency and criticality assigned to support requests. Urgency Level categories:
    - i. Production system outage affecting multiple Subscribers (U1)
    - ii. Major functionality not working with no work-around affecting multiple Subscribers in a reproducible manner (U2)
    - iii. Major functionality bug with workaround (U3)
    - iv. Minor issues and functionality (U4)
    - v. Enhancements (U5)
    - vi. General questions (U6)
  - b. Response Times for applicable Urgency Level categories:

Urgency Level	Response Time
U1	3 hours
U2	6 hours
U3	24 hours
U4	48 hours
U5 – U6	Issue logged for potential consideration in future versions of the product, and closed out.

- c. Responses and Resolution. A response to a Request may consist of receipt of and acknowledgement by Cabo of such Request and may not include resolution of that Request. Where Cabo deems appropriate, Cabo technical support representatives will communicate with a Qualified TSR in the course of responding to a support incident. Cabo will communicate final resolutions of U1 – U4 incidents to a Qualified TSR. Customer acknowledges and understands that the Services may not be perfect or error-free and that, despite Cabo’s reasonable endeavours, Cabo may be unable to provide answers to or resolve some or all Requests. Cabo makes no promises, guarantees or assurances of any kind that it will be able to resolve all of Customer’s Requests.
5. **Maintenance/Upgrades.** Cabo will use its reasonable endeavours to provide Customer with timely notice, and when practical prior notice, regarding uptime,

maintenance, upgrades and configuration changes which will materially affect the Service; provided however, that no advance notice is required for changes made by Cabo for security reasons or emergencies.

6. **Language.** All support provided by Cabo will be (a) in the Danish language, or (b) in the English language.

**Exhibit D**

**SERVICE LEVEL AGREEMENT POLICY**

**A. Service Level Policy.** Cabo shall use all reasonable commercial efforts to maintain the servers and the infrastructure supporting the Service operating and available to Subscribers 99.7% of the time in any calendar month, as set forth below. In the event Customer experiences any of the service performance issues defined below due to Cabo's failure to provide Server Availability, Customer will be eligible to receive the Service Credits described below.

**B. Definitions.** The following definitions shall apply to this Exhibit.

"**Downtime**" means, for the server group associated with the Customer Domain, an application side error rate outside of Cabo's established target range based on tests against an emulated Subscriber application experience.

"**Downtime Period**" means the duration of test periods for which Downtime has occurred, as measured by Cabo. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"**Server Availability**" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"**Scheduled Downtime**" means those times where Cabo notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. Scheduled Downtime is not considered Downtime for purposes of this SLA, and will not be counted towards any Downtime Periods.

"**Service Credit**" means: (a) two days worth of Service credited against a Monthly Billing Statement, if the Server Availability for a preceding calendar month is between 98.5% and 99.7%; or (b) ten days worth of Service credited against a Monthly Billing Statement, if the Mail Server Availability for a preceding calendar month is between 98.5% and 95.0 %; or (c) fifteen days worth of Service credited against a Monthly Billing Statement, if the Mail Server Availability for a preceding calendar month is less than 95.0%.

**C. Service Level Terms:**

1. **Service Credit Qualification.** In order to receive any of the Service Credits described above, Customer must: (a) not be in arrears in respect of Fees payable to Cabo under and in accordance with this Agreement, and (b) send an email or written refund request, which must be received by Cabo in the month immediately following the month for which Customer becomes eligible to receive a Service Credit. Service Credit requests must include Customer account username and the dates and times of server unavailability. Failure to comply with these requirements will forfeit Customer's right to receive a Service Credit.

2. **Issuance.** Cabo will compare information provided by Customer to the server availability monitoring data that Cabo maintains. A Service Credit will be issued if Cabo can confirm from its monitoring data the Server Availability warranting the Service Credit.

3. **Maximum Service Credit.** The aggregate maximum number of Service Credits to be issued by Cabo to Customer for any and all Downtime Periods that occur in a single month shall not exceed fifteen days.

4. **Exclusions.** This Exhibit does not apply to, and Downtime shall therefore not include, any performance issues, in whole or in part: (i) caused by factors outside of Cabo's reasonable control; (ii) that resulted from any actions or inactions of Customer or any third parties, including without limitation denial of service attacks, mail bombing, and other flooding techniques directed toward Cabo's servers or Customer's servers; or (iii) that resulted from Customer's equipment and/or third party equipment (not within the primary control of Cabo).
5. **Sole Remedy.** This Exhibit states Customer's sole and exclusive remedy for any failure by Cabo to provide the Service, and Cabo's failure to meet service levels stated in this Exhibit shall not constitute a breach of this Agreement.

**Exhibit E**

**USER DATA AND USAGE DATA POLICY**

- 1. Ownership of User Data and Usage Data.** As between the Parties, Customer shall own, and be the Data Controller of, the Subscriber ID and the User Data. Customer will ensure the accuracy and integrity of the Subscriber ID. Each Party shall solely own, and be the Data Controller of, all Usage Data acquired or collected by such Party (other than from the other Party) and such user information shall be considered the confidential information of the acquiring Party. The Parties agree that if Usage Data owned by one Party is the same Usage Data that is also owned by the other Party, each Party is free to use such Usage Data without applicability of restrictions on use of Usage Data owned by the other Party. The Parties further understand and agree that Usage Data received from Customer, some User Data which Subscribers elect to share with third parties (e.g., a shared or public calendar), and User Data not migrated pursuant to the Wind Down provision under Exhibit G(2) may be incorporated into Cabo's or its Affiliates ongoing business offerings, and Customer will not prohibit or otherwise prevent Cabo from continuing to use such data following the termination or expiration of this Agreement. Cabo may also retain copies of User Data and Subscriber ID information for backup and archival purposes, and to the extent required under applicable law.
- 2. Sharing of User Data.** Each Party will share with the other that User Data or Subscriber ID necessary for delivering the Service. For the sake of clarity, Cabo shall be a Data Processor in respect of User data which is shared.
- 3. Use of User Data and Usage Data.** Subject to applicable law, each Party will be free to use, disclose and otherwise exploit the User Data and Usage Data it collects in accordance with the terms of this Agreement. Neither Party will be required deliver to the other "in bulk" the "raw" User Data and Usage Data, or any information derived from such data, except as specifically set forth herein. None of the limitations or restrictions described in this Exhibit will apply to any User Data or Usage Data which Cabo collected prior to the Effective Date or which Cabo independently, or in connection with a third party, acquires outside the provisioning of this Service.
- 4. Consents.** Subject to applicable law each Party will obtain all consents and otherwise take all necessary steps required by applicable laws to enable and permit it to lawfully collect, use, process and/or transfer User Data and Usage Data as required by this Agreement (including to transfer the relevant data to any country which may not afford as great a level of protection of such data as the country in which the Subscriber provided it), including, without limitation, the implementation of privacy policies and terms of use as appropriate. By way of example, but not limitation, Cabo may, at its reasonable discretion, require Customer to modify its privacy or other data-collection policies or require Subscribers to agree to Cabo's privacy policy (as specified in this Agreement) to allow for Cabo to collect, use, and process User Data and Usage Data.
- 5. Storage of User Data and Usage Data.** The Parties acknowledge that, subject to applicable laws and except as expressly required in this Agreement, neither of them has any obligation to store User Data or Usage Data, and can manage, delete or otherwise handle such data in a similar manner as other similar data held by such Party.

**Exhibit F**

**SECURITY OBLIGATIONS**

**A. Customer Administration of the Service.** Customer shall designate one or more qualified employees who shall have the rights to administer the Service (“**Administrator**”). Customer shall immediately notify Cabo of any unauthorized use of, or access to, the Service or the Administrator privileges. Cabo reserves the right to suspend administrative access to the Service in response to Customer’s violation of any applicable terms of this Exhibit.

**B. Security of Customer Networks.**

1. Customer will use commercially reasonable measures to maintain the security of its networks as set forth below. Customer will notify Cabo immediately regarding security breaches, fraudulent activity, denial of service attacks, and other security-related issues with respect to the Service, in any event prior to any public disclosure of such, and will provide all reasonable assistance to Cabo in helping investigate and remedy such issues.
2. Customer will use commercially reasonable efforts to keep its servers both physically and logically secure (meaning, unauthorized parties are not able to use administration tools to alter or corrupt files). Customer’s internal network will be protected by means, such as secure firewalls and network routers, that impede unauthorized access and which are managed and monitored by trained network administrators.
3. Customer’s data will be protected from access by secure data access rules, managed and monitored by trained data system administrators, accessed only by Customer approved applications. Data will be managed on robust, industry standard physical devices with scheduled and secured backup management. Any User Data or Usage Data permitted to be stored or accessed by Customer under the Agreement will be maintained, accessed and transmitted in a secure environment and stored on a server which is not visible to the Internet.
4. If at any time Customer becomes aware of a material deficiency in its security, Customer will promptly notify Cabo. Failure by Customer to conform to the security obligations under this Agreement and/or to Cabo’s stated security policies and procedures or to remedy a material deficiency in its security shall be considered a material breach of this Agreement and Cabo shall also be entitled immediately to suspend the Service. Customer shall promptly inform Cabo of any material changes it wishes to make to the Service and/or its security procedures during the Term and Cabo shall have the right to terminate the Agreement if such changes do not meet the minimum security standards set forth in this Exhibit.

**Exhibit G**

**WIND-DOWN**

1. During the Wind-Down Period, Cabo will continue to provide the Service to those Subscribers existing as of the start of the Wind-Down Period.
2. During the Wind-Down Period, Cabo will, in accordance with the then-current Product Documentation, make available to Customer a file containing User Data (email content, personal address book, calendar information) and certain Subscriber user preferences, for migration to Customer or a third party service. Customer is responsible for all costs associated with such migration. After a Customer's migration of a Subscriber's User Data, Cabo will no longer allow access to the Subscriber's account.
3. At the end of the Wind-Down Period, Cabo will no longer allow a Subscriber to login to the Service using a Subscriber ID. Cabo may retain applicable User Data subsequent to the expiration of the Wind-Down Period pursuant to Cabo's retention and archiving policies and as otherwise described in [Exhibit E](#). Upon termination, Cabo will have no obligation to maintain, or make available for transfer, any data to Customer, Subscriber or other third party.