

Stelia Ltd Terms and Conditions

As of October 2023

1. Agreement documents

- 1.1. These Terms and Conditions (including the Addendums, if any), the Service Description(s) and Customer's Order(s) set out the terms and conditions that apply to Customer's access to and use of the Services and forms an agreement (this "**Agreement**") between the Stelia entity set out in the Order ("**Stelia**") and the customer set out in the Order ("**Customer**").
- 1.2. Each Order forms a separate agreement to purchase the relevant Services, incorporating the terms of this Terms and Conditions and the Service Description(s).

2. Account

- 2.1. Customer shall maintain the security of Customer's Stelia account, the Customer's devices and its network. Stelia may assume that any request in relation to the Services Stelia receives from Customer, its agents or employees, whether through the app, via email or over the phone, is authorised by Customer. Customer shall notify Stelia in writing immediately if Customer believes that there has been unauthorised use of the Services or its account, or if its account information is lost or stolen.
- 2.2. It is the Customer's responsibility to ensure the security of access to its Services. Customer is responsible for all charges in connection with the usage of a Service, even if that usage was not authorised by Customer or a Customer Group Company, unless caused by Stelia's error.

3. Ordering Services

- 3.1. Customer may order the Services by:
 - 3.1.1. signing and submitting an order form to Stelia via a Stelia account manager; or
 - 3.1.2. using Stelia's online customer portal ("**Hub**") and/or app to design and configure the Services, and completing the ordering process by clicking or tapping the button labelled "Order".
- 3.2. By signing an order form, Customer:
 - 3.2.1. warrants that all Customer information in the order form is true and correct and that Stelia may rely upon it; and
 - 3.2.2. makes a binding offer to Stelia to acquire the Services described in the order form on the terms set out in these Terms and Conditions, which Stelia may accept at its discretion. An agreement to supply the Services is formed on the date Stelia accepts the Order, either by countersigning an order form or by provisioning the services.
- 3.3. By completing the ordering process on Hub or via the online customer portal, Customer:
 - 3.3.1. warrants that all Customer information submitted as part of Stelia's online forms is true and correct and that Stelia may rely upon it; and
 - 3.3.2. makes a binding offer to Stelia to acquire the Services designed and configured on Hub or the online customer portal on the terms set out in these Terms and Conditions. Stelia shall then:
 - 3.3.2.1. automatically deploy the Services, at which point an agreement to provide the Services is formed; or
 - 3.3.2.2. inform Customer of any additional information required by Stelia in order to deploy the Services (e.g. where a connection to a third party public cloud is required). An agreement shall be formed on Stelia accepting any such additional information and deploying the Services.
- 3.4. Charges shall apply from the Billing Commencement Date.
- 3.5. If Stelia determines, on reviewing the information provided by Customer under Clause 3.3.2.2, that it is unable to provide the Services it shall inform Customer as soon as reasonably practicable.

4. Services

- 4.1. Stelia shall use reasonable efforts to provide the Services from the estimated delivery date set out in the relevant Order, unless otherwise communicated to Customer.
- 4.2. Stelia shall provide the Services in accordance with service levels set out in the Service Description. If Stelia fails to meet a service level, Customer's only remedy (if any) is as set out in the Service Description.
- 4.3. Stelia may replace or vary an existing Service at any time if the variation does not result in any material deterioration in the quality of the Service.

5. Stelia Obligations

- 5.1. Stelia shall maintain adequate insurance during the Term including public and product liability insurance.
- 5.2. Stelia shall provide written confirmation of its insurance levels to Customer on request no more than once per year during the Term.
- 5.3. Stelia warrants that its obligations under this Agreement shall be performed by appropriate experienced, qualified, skilled, competent, trained and efficient personnel, using reasonable skill and care and in accordance with Good Industry Practice and in compliance with all the statutory requirements and regulations relating to the performance of the Services.
- 5.4. Stelia is subject to telecommunications laws in the various countries in which it operates. Stelia is registered with the relevant regulatory bodies where required.
- 5.5. The Services involve Stelia using its fabric for the transmission of Customer's data and the following provisions apply to Stelia's transmission of such data:
 - 5.5.1. Stelia only processes such data to the extent necessary to provide the Services and in accordance with relevant telecommunications laws.
 - 5.5.2. Data is processed automatically when Stelia's systems are triggered by Customer's instructions to transmit its data. Stelia's systems transmit Customers' raw data packets ("**Packets**"), as well as read and record certain related metadata in order to build up the connection between sender and recipient, route the Packets properly and calculate Service fees (where fees are dependant on the quantity of data transmitted). This metadata includes the data required to create or maintain the communication channel between sender and recipient ("**Metadata**"). Packet content is not accessed and data is deleted directly after the requested connection has been terminated, except where for retention of Metadata as required for the purposes described in this Agreement.
 - 5.5.3. Manual processing of Metadata shall be performed by authorised Stelia personnel for troubleshooting purposes, including for the detection and resolution of Service or fabric malfunctions, and to detect and prevent unlawful use of the Services or fabric. Metadata shall never contain any Personal Data.

- 5.5.4. Stelia shall only intercept data beyond what is described above in the event and to the extent required for compliance with any law, court order or subpoena (including in conjunction with law enforcement agencies).

6. Customer responsibilities

- 6.1. Customer shall:
- 6.1.1. be responsible for putting in place relevant agreements with any third parties (e.g. public cloud providers);
 - 6.1.2. establish and maintain all cabling at third party sites (including all cross-connects) from the Service demarcation point to Customer's own equipment and comply with any requirements of the third party site provider in relation to that cabling. Customer must provide cross-connect reference numbers to Stelia as soon as reasonably practical following cable installation. Any delay in providing such reference numbers may result in Stelia removing cables from its racks, and Customer shall be responsible for any costs Customer incurs as a result;
 - 6.1.3. supply and configure Customer's own compatible equipment to connect to the Services;
 - 6.1.4. follow any reasonable directions provided by Stelia in relation to the Services;
 - 6.1.5. maintain valid and current contact details in its Stelia account at all times;
 - 6.1.6. not (and shall ensure that its agents, contractors and third party suppliers do not) damage any equipment, network or sites Stelia uses to provide the Services; and
 - 6.1.7. uninstall cross connects from Customer's equipment to the demarcation point at Customer's cost within thirty (30) days after the Service is terminated, unless otherwise specified in the Order.
- 6.2. When Customer uses a Service, Customer shall:
- 6.2.1. be responsible for any of its agents, employees, contractors or other service providers who have access to the Services;
 - 6.2.2. comply with all applicable laws, regulations and codes of conduct and shall not use the Services for any malicious or illegal purpose;
 - 6.2.3. comply with Stelia's reasonable directions concerning Customer's use of the Services; and
 - 6.2.4. be responsible for all information and data transmitted or accessed using the Service, including by encrypting the data it chooses to transmit through Stelia's fabric.
- 6.3. Customer indemnifies Stelia for any Loss suffered by Stelia due to a breach of this Clause 6 by Customer.

7. Group Companies

- 7.1. A Customer's Group Companies may benefit from use of the Services as agreed between the parties from time to time in writing. Customer will be the customer of record for all Services provided under this Agreement and, together with any benefitting Customer Group Company, will be jointly and severally liable with such Group Companies for all obligations set out in this Agreement, notwithstanding that any invoices for a Service are sent to a Customer Group Company.
- 7.2. Stelia may subcontract the provision of the Services to Stelia's Group Companies, whereby Stelia shall remain solely liable for the provision of the Services under this Agreement.

8. Charges and payment

- 8.1. Charges for the Services and the applicable currency shall be specified on Customer's Order, or if not specified, set out in Hub.
- 8.2. Where a non-recurring charge ("NRC") is specified on Customer's Order, the NRC shall become payable immediately on completion of the ordering process under Clause 3. Where an Order includes an NRC, the Order shall not progress until the NRC has been paid in full by Customer.
- 8.3. Stelia shall issue invoices for recurring charges in accordance with Clauses 9.1 or 10.1 below. Customer may also access its Hub account online or via the app to retrieve invoices at any time.
- 8.4. If Customer disputes in good faith any invoice or part of an invoice, Customer must notify Stelia within thirty (30) days of the relevant invoice date with full details. Stelia shall investigate Customer's claim and suspend its collection processes until the investigation is completed. If Stelia has made a mistake, it will amend the invoice or reimburse Customer as soon as practicable, as appropriate. All correct charges shall remain due by the due date on the invoice.
- 8.5. If Customer does not pay an undisputed charges in full by the invoice due date, or a direct debit request fails, in addition to any other rights Stelia has under this Agreement, Stelia may charge Customer interest on the unpaid amount on a daily basis from the due date until payment is made at the rate of five per cent (5%) above the base rate of the Bank of England per annum. Customer shall also be liable to Stelia for all costs incurred in recovering unpaid fees from Customer, including collection agency and legal fees.
- 8.6. Stelia shall determine in its sole discretion how payments may be applied against outstanding invoices.
- 8.7. All charges for the Services are exclusive of applicable taxes (including VAT) and Regulatory Fees. Stelia may add an additional amount for the applicable taxes and Regulatory Fees to the charges.
- 8.8. In addition to Clause 9.2, Stelia has the right to amend all charges payable in line with any increases in RPI or CPI (whichever index shows the greater change), such changes to be implemented no more than once per annum during the Term

9. Charges for Reserve Services

- 9.1. The charges for the Reserve Services shall be invoiced monthly in advance, commencing on the Billing Commencement Date.
- 9.2. Payment of the charges for the Reserve Services shall be made by Customer by direct debit twenty-one (21) days after the date of the relevant invoice. Provision of the Services is conditional on Customer providing a valid direct debit mandate (unless otherwise agreed with Stelia in writing). Failure to provide and maintain a valid direct debit mandate, or other method of digital payment as agreed with Stelia, shall constitute a material breach of this Agreement and Clause 20.1.1 shall apply.
- 9.3. Stelia may vary the charges at any time on thirty (30) days' notice:
- 9.3.1. for a Reserve Service that does not have a Minimum Term; or
 - 9.3.2. for a Reserve Service that Stelia continues to provide on a month to month basis after the Minimum Term has expired.

10. Charges for Freedom Services

- 10.1. The charges for the Freedom Services shall be invoiced every seven (7) days in arrears, commencing on the Billing Commencement Date.
- 10.2. Payment of the charges for the Freedom Services shall become due immediately on invoice. Provision of the Freedom Services is conditional on Customer providing a valid direct debit mandate or digital payment details (including but not limited to credit/debit card details), and Stelia shall request the relevant payment on the date of invoice.

10.3. Rate cards for the Freedom Services shall be published on Stelia's Hub. Any changes to these charges under Clause 8.8 shall be updated no less than thirty (30) days in advance of being applied to the Freedom Services.

11. Credit assessment

- 11.1. Customer authorises Stelia to assess Customer's creditworthiness and to communicate with credit reporting agencies about Customer's credit status during the Term. Subject to applicable local law, Stelia may give these agencies information that Customer has provided to Stelia, and Customer shall cooperate with Stelia's requests for additional information where deemed necessary by Stelia.
- 11.2. Without prejudice to Stelia's rights under Clause 20.2, Stelia may set a credit limit or restrict Customer's use of the Services to limit Stelia's financial exposure. If Customer exceeds its credit limit, Stelia may restrict Customer's ability to order new Services and/or require payment from Customer to restore Customer's use of the Services.

12. Service Suspension

- 12.1. Stelia may temporarily suspend or restrict Customer's (or any Customer Group Company's) Services immediately without notice:
- 12.1.1. if Customer, or a Customer Group Company, fails to pay an invoice within seven (7) days of its due date;
 - 12.1.2. if Stelia reasonably believes it is necessary to do so to comply with any applicable law or an order of any government or regulatory body;
 - 12.1.3. if Stelia reasonably believes that Customer's use of the Services does not comply with applicable law;
 - 12.1.4. if Stelia reasonably believes it is necessary to do so to protect any person, equipment, network or to attend to any emergency; or
 - 12.1.5. if emergency repairs are required.
- 12.2. Where suspension of the Services is necessary for maintenance, Stelia shall provide as much notice as reasonably practical, and at least ten (10) working days.
- 12.3. In the case of Reserve Services, charges shall continue to accrue for the remainder of the Minimum Term where the Services are suspended due to a breach by Customer of this Agreement.
- 12.4. In the case of Freedom Services, charges shall be payable up to the date of suspension under this Clause 12.

13. Liability

- 13.1. To the extent permitted by law, each party excludes all statutory or implied conditions or warranties, including without limitation, any implied warranties or conditions of merchantability or fitness for a particular purpose.
- 13.2. Customer acknowledges that it has relied on its own judgment to evaluate the suitability of the Services for the purpose for which Customer requires them. Customer does not rely on any statement, representation or promise by Stelia that is not expressly set out in this Agreement.
- 13.3. Stelia does not warrant that the Services shall be continuous or error-free.
- 13.4. To the extent permitted by law, and subject to Clauses 13.6 and 13.7, each party's liability in respect of all claims in connection with this Agreement (whether in contract, negligence or any other tort, under any statute or otherwise) is limited to the sum of the charges paid or payable by Customer under this Agreement in the twelve (12) month period preceding the date of the event that gave rise to the claim. This limitation of liability does not apply in respect of any indemnities given within this Agreement, or Customer's obligation to pay charges under this Agreement.
- 13.5. Stelia indemnifies Customer from any Loss suffered by Customer arising from a claim brought by a third party that the use of the Services infringes their Intellectual Property.
- 13.6. Stelia shall not be responsible for any loss or damage to Customer's physical property.
- 13.7. Neither party will be liable to the other (under the law of contract, tort, equity or otherwise) for:
- 13.7.1. any damages of any kind arising out of or in connection with this Agreement that are indirect or consequential;
 - 13.7.2. any loss or corruption of any data, interruption to business, loss of revenue, loss of sale, loss of profits, loss of business or any other economic loss or any loss of goodwill; or
 - 13.7.3. any failure to perform this Agreement if that failure is caused by a Force Majeure Event.

14. Intellectual Property

- 14.1. Neither party's Intellectual Property shall be transferred to the other party under this Agreement.
- 14.2. Stelia shall own the Intellectual Property in any improvements or changes made by anyone to the Services, whether or not such improvements or changes are authorised by Stelia, and Customer shall assign to Stelia, or procure the assignment of, all Intellectual Property in such improvements or changes.

15. Personal Data

- 15.1. In providing the Services to Customer, Stelia may collect Personal Data about Customer's employees and other representatives, including their names and contact details. Stelia does this in its capacity as 'controller' for purposes of managing its relationship with Customer under this Agreement.
- 15.2. Each party agrees to collect, use, handle and store Personal Information obtained from the other party in accordance with their respective privacy policy and applicable privacy laws. Should personal information be subject to a Restricted Transfer, then the EU Commission's Standard Contractual Clauses, together with the UK Addendum, shall be entered into by the parties as the relevant adequacy measure (to include the controller-to-controller module).

16. Confidential Information

- 16.1. Each party shall treat as confidential all information obtained from the other Party under or in connection with the Agreement which is designated as confidential by the other party or which is by its nature clearly confidential. The recipient party will not disclose such confidential information to any person (except only to those employees, agents, Sub- contractors, companies and other representatives who need to know it) or use such confidential information for purposes other than the Services without the other party's prior written consent. The obligations under this Clause will not extend to information which:
- 16.1.1. was in the possession of the recipient party (with full right to disclose) before receiving it from the disclosing party;
 - 16.1.2. is already or becomes public knowledge (otherwise than as a result of a breach of this Clause);
 - 16.1.3. is independently developed by the recipient party without access from the disclosing party to or use of such information;
 - 16.1.4. is required to be disclosed by law or by any court of competent jurisdiction or any competent judicial, governmental or regulatory body, PROVIDED THAT the disclosing Party shall prior to such disclosure and, to the extent permitted by law,

use its reasonable endeavours to inform the other Party of the full circumstances of disclosure and the Confidential Information that will be disclosed and take all such steps as may be reasonable and practical in the circumstances to agree the contents of such disclosure with the affected party before making the disclosure and shall further only disclose that part of the Confidential Information requiring disclosure. If the disclosing party is unable to inform the affected party before the Confidential Information is disclosed pursuant to this Clause it shall (to the extent permitted by law) inform the affected party, immediately after the disclosure, of the full circumstances of the disclosure and the Confidential Information which has been disclosed.

- 16.2. Each party will ensure that all persons to whom it discloses any Confidential Information of the other party are aware, prior to disclosure, of the confidential nature of the information and that they owe a duty of confidence to the other Party.
- 16.3. Each Party will establish and maintain adequate security measures to safeguard the Confidential Information of the other Party in its possession from unauthorised access use or copying.
- 16.4. This Clause shall continue in force after the termination of this Agreement for so long as the Confidential Information remains in the receiving party's possession and remains the Confidential Information of the discloser.
- 16.5. Customer consents to Stelia listing Customer as a customer on Stelia's websites and to otherwise referring to Customer as a customer in Stelia's advertising material and marketing collateral.

17. Term and termination

18. Reserve Services

- 18.1. On the expiry of a Minimum Term, the term shall be renewed for a Renewal Term unless terminated by either party by giving at least thirty (30) days' notice, such notice to expire on the last day of the Minimum Term.
- 18.2. Where a Renewal Term is not terminated in accordance with Clause 18.3 (but subject to the other termination provisions of this Agreement), this Agreement shall continue for further consecutive Renewal Terms, each one commencing on the day after the final day of the preceding Renewal Term.
- 18.3. A Renewal Term shall continue until terminated by either party giving at least thirty (30) days' notice, such notice to expire on the last day of the Renewal Term.

19. Freedom Services

- 19.1. Where no Minimum Term applies to the Services, the Customer may terminate the Services at any time on seven (7) days' notice.

20. All Services

- 20.1. Either party may terminate immediately in writing:
 - 20.1.1. all or part of the Services by written notice if the other party has breached a material term of this Agreement and has failed to remedy the breach within seven (7) days of receipt of notice from the non-defaulting party requiring the breach to be remedied; or
 - 20.1.2. all or part of the Services if the other party suffers an Insolvency Event.
- 20.2. Stelia may terminate a Service immediately by written notice to Customer:
 - 20.2.1. if Stelia reasonably determines that Customer poses an unacceptable credit risk;
 - 20.2.2. if Stelia reasonably believes it necessary to comply with any law or any order or request of any government or regulatory body; or
 - 20.2.3. if it is commercially unfeasible for Stelia to continue to supply a Service to Customer for any reason (including but not limited to technical reasons or the termination of any agreement with its suppliers).
- 20.3. If before the end of any Minimum Term, and subject to Clause 20.4, Customer terminates a Service for any reason other than Stelia's material breach of this Agreement, or Stelia terminates this Agreement under Clauses 12, Customer must pay Stelia an Early Termination Fee ("ETF") of the charges due for the remainder of the Minimum Term. Customer agrees that the ETF is a reasonable estimate of Stelia's likely financial loss in such circumstances.
- 20.4. Stelia may disapply the ETF, at its sole discretion, where the Services are terminated before the end of the Minimum Term by Customer and replaced by services under a new order with Customer for the same or greater value.
- 20.5. On termination of this Agreement, if Stelia issued one or more IP addresses to Customer as part of a Service, Customer's right to use those IP addresses terminates immediately upon termination of that Service.

21. Changes to this Agreement

- 21.1. Stelia may change the terms of this Agreement at any time by giving Customer thirty (30) days' prior notice (Notice Period). Such notice may be provided via email or on the Hub. Stelia may only make changes pursuant to this Clause which in Stelia's reasonable opinion do not materially affect the legal position between the parties, for example to include a new country-specific Addendum or Service Description, or to comply with changes in applicable law. If Customer does not agree with the change, Customer may object to the change in writing prior to the expiry of the Notice Period. If Customer takes no action during the Notice Period, Customer will be deemed to have accepted the changes.
- 21.2. Stelia may modify the API, or may transition to a new API at any time but will use reasonable efforts to maintain backward compatibility where reasonably practicable. Stelia will notify Customer if a modification is likely to adversely affect Customer's ability to use the API.

22. Notices

- 22.1. Stelia may provide any notices under this Agreement by:
 - 22.1.1. posting a notice on Hub; or
 - 22.1.2. sending an email to the email address associated with Customer's Stelia account.
- 22.2. Notices will take effect upon posting to Customer's Hub account or upon sending to Customer's email address. Customer is responsible for keeping its email address current.
- 22.3. Customer may provide notices to Stelia via its Stelia account on Hub or by email to legal@Stelia.io.

23. General

- 23.1. Customer may not transfer its rights and responsibilities under this Agreement unless Stelia agrees in writing. Where Stelia reasonably considers there will be no adverse effect on Customer, Stelia may transfer its rights and responsibilities under this Agreement without Customer's consent and without notice.

- 23.2. If there is any inconsistency between the documents that form this Agreement, the order of precedence is (i) the Service Description(s), (ii) the Order, and then (iii) these Terms and Conditions (including its Addendums, if any).
- 23.3. No variation to this Agreement will be valid unless set out in writing and signed by the parties.
- 23.4. Unless otherwise set out in a country-specific Addendum to this Agreement, This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts for the determination of all disputes or claims (including non-contractual disputes or claims) which may arise out of or in connection with this Agreement.
- 23.5. No failure or delay by either party in exercising any right or remedy conferred by the Agreement on that party will operate as a waiver of that right or remedy.
- 23.6. Stelia may use subcontractors or other agents to meet any of its obligations under this Agreement. Stelia shall remain liable to Customer for satisfying those obligations.
- 23.7. If part of this Agreement is void, voidable, unenforceable or the invalid part severed, the remainder will not be affected.
- 23.8. The Group Companies set out under Clause 7 (each being a "third party") shall each be entitled, pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "TPA") in its own right to the benefit of and to enforce the provisions of this Agreement, subject to and in accordance with the provisions of this Agreement and the TPA. The parties to this Agreement shall not be required to obtain the consent of any such third party in order to rescind or vary this Agreement or any provision of it (including without limitation this clause 23.8).
- 23.9. This Agreement and any other documents delivered or given under this Agreement, including notices, have been and will be in the English language only.

24. Interpretation

- 24.1. In this Agreement, the following rules apply unless the context requires otherwise:
- 24.1.1. headings are for convenience only and don't affect interpretation;
- 24.1.2. the singular includes the plural and vice versa;
- 24.1.3. a gender includes all genders;
- 24.1.4. if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- 24.1.5. a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- 24.1.6. a reference to a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
- 24.1.7. a reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document;
- 24.1.8. a reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it;
- 24.1.9. the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

25. Definitions

Billing Commencement Date means the date on which the provisioning of the Services has been completed by Stelia. Where, following the completion of Stelia's provisioning, physical works are still required by a data centre for Customer to access the Services, the charges for the Services shall become due on the earlier of a) the data centre completing the relevant works, and b) ten (10) calendar days.

Confidential Information of a party (**Discloser**) means the following information, regardless of its form or whether the other party (**Recipient**) becomes aware of it before or after the date of this Agreement:

a) all information treated or marked by the Discloser as confidential; b) information concerning the Discloser's business affairs including but not limited to operations, business records, customer, client and supplier identities and information, other business relationships, sales, business or marketing plans, proposals, licensed documentation, products or devices in development and plans for such developments, pricing or charges information; inventory information, financial reports and employee files or other employee information and all strategic plans; and/or c) information concerning the Discloser's systems, technology, products, services or processes including but not limited to trade secrets, processes, formulae, specifications, programs, technical know-how, methods and procedures of operation, engineering documents, research and development, manuals, reports, designs, drawings, plans, flowcharts, software (in source or object code), program listings, data file printouts, printed circuit boards, processes, component part listings and prices, product information, new product plans, concepts and ideas, samples and prototypes.

This shall not include information which:

1. the Recipient creates (whether alone or jointly with any third person) independently of the Discloser without making use of the information disclosed by the Discloser (and this is demonstrable by written records of the Recipient);
2. that is public knowledge (otherwise than as a result of a breach of confidentiality by the Recipient or any other person with an obligation to keep such information confidential); or
3. acquired from a third party entitled to disclose it.

Control of a party or entity means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of the party or entity, or the power to direct the management of the party or entity, whether by operation of law, by contract or otherwise.

Customer means the entity entering into this Agreement as set out on the Order.

Early Termination Fee means the early termination charge calculated in accordance with Clause 20.3.

EU Commission's Standard Contractual Clauses mean the standard contractual 'model clauses' approved by the European Commission (available at https://eur-lex.europa.eu/eli/dec_impl/2021/914/oj?uri=CELEX:32021D0914&locale=en, as amended or replaced over time).

EU GDPR means the EU General Data Protection Regulation (EU) 2016/679.

Force Majeure Event means an event or cause which is beyond the reasonable control of a party including, without limitation, acts or omissions of third party network suppliers, power outages, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes or lockouts, epidemics or quarantine restrictions.

Freedom Services means the flexible capacity connectivity services provided by Stelia, operating on a pay-as-you-use model and for which there is no minimum capacity agreed between the parties.

Group Company in respect of a party to this Agreement means another entity that Controls a party, that is Controlled by a party or that is under common Control with a party.

API means application programming interface.

Insolvency Event means where an administrator, liquidator, manager and receiver or any other administrator is appointed over the assets or the business of the entity, or the entity enters into any composition or arrangement with its creditors or the entity has any proceeding taken, with respect to it in any jurisdiction to which it is subject, or any event happens in such jurisdiction that has an effect equivalent or similar to any of the events referenced herein.

Intellectual Property means all inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered), copyright, database rights and rights in trade and service marks (both registered and unregistered), together with all applications for, rights to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right.

Loss means all losses, damages, liabilities, claims, costs and expenses (including reasonable legal fees).

Minimum Term means the minimum contract term for which Customer acquires a Reserve Service, as set out in the relevant Order. Such term shall be no less than one (1) year and no more than five (5) years in length.

Order means an order that sets out the Services that Customer requests Stelia to provide, whether made via order form submitted to a Stelia account manager, or through completing the online ordering process on the Stelia website or app.

Personal Data means as defined by relevant Privacy Laws.

Privacy Laws means any laws and regulations governing the processing of personal information, including but not limited to the UK GDPR and the Data Protection Act 2018, the EU GDPR (as relevant), and any laws which implement or supplement any such laws.

Regulatory Fees means fees charged to Stelia by any foreign or domestic government or governmental, semi-governmental, administrative, fiscal, regulatory or judicial body, department, commission, authority, tribunal, agency or entity.

Renewal Term(s) means a period equal to the length of the Minimum Term, commencing on the day after the last day of the Minimum Term (or the day after the expiry of any preceding Renewal Term) and continuing until expiry or termination in accordance with the terms of this Agreement.

Reserve Services means the fixed capacity connectivity services provide by Stelia, for which a minimum capacity is agreed between the parties and fixed for the Term.

Restricted Transfer means any transfer of Personal Data to, or access of Personal Data from, a country which applicable Privacy Law regards as not providing adequate safeguards for that Personal Data, and in respect of which such Privacy Law requires adequacy measures to be implemented by the parties.

Service(s) means the software-defined packet transport service(s) ordered by Customer and which Stelia agrees to provide to Customer under an Order. This shall include any Services which Customer self-provisions or which Customer uses via the Stelia API, and includes the Reserve Services and Freedom Services as applicable.

Service Description means a schedule incorporated into this Agreement by reference in these terms and conditions, setting out specific information regarding the Services including service levels (if any) applicable to the supply of a Service under this Agreement, and available at <https://stelia.io>.

Term means a) for the Reserve Services, the Minimum Term and any Renewal Terms, and b) for the Freedom Services the period beginning on the date an agreement is formed in accordance with Clause 3 and continuing until terminated in accordance with the terms of this Agreement.

UK GDPR means the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.