



DoIT International Services Contract

For Google Cloud (On-Demand Edition)

This Contract ("**Contract**") is entered into between Next to You B.V. ("**Customer**") located at Kaya Richard J. Beaujon z/h, Curaçao acting on behalf of itself and for any of its subsidiaries, and **DoIT Multi-Cloud International Estonia OÜ** ("**DoIT**") registered at an applicable address set at go.doit.com/vendor and is effective as of the date last signed by the parties below (the "**Contract Effective Date**"). The parties agree as follows:

1. Services & Terms

For the term of this Contract, Customer will receive the following Services from DoIT (collectively, the "**Services**");

Technology:

- a. [DoIT Cloud Cost Analytics](#) (the "**DoIT Platform**")

Services:

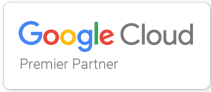
- b. Unlimited technical support and advisory (see Section 2)

Terms:

- c. Full and unrestricted access to all Google Cloud services

2. Unlimited Advisory and Technical Support

- a. Under this Contract, DoIT will provide Customer with free and unlimited advisory and technical support for all Google Cloud services, including (but not limited to) Compute, Storage, Data Analytics, Machine Learning, Serverless, Network, Security, etc.
- b. Advisories are recommendations only. Customer is responsible for the results achieved when determining whether to implement recommendations from DoIT. DoIT may deliver recommendations to Customer in the form of a working paper or report, which Customer may use, modify and reproduce for its internal business purposes.
- c. For clarity, DoIT will not have any obligation to write or build any software applications or write code to facilitate Customer applications.
- d. The parties agree that all support provided by DoIT pursuant to these Guidelines will be provided in the English language.
- e. Customer will provide first-level support to Customer End Users; DoIT will provide second-level support to Customer only through Customer's Designated Contacts and Account Manager (if applicable). If Customer wishes to change its Designated Contacts, it may do so in the "Users" section of the Console.
- f. All technical support and advisory requests must be submitted at support.doit.com by the Designated Contacts.



3. Google Cloud Services Fees

Charges for Google Cloud Services consumed by Customer will be billed by DoIT at standard Google Cloud prices. Customer will receive monthly invoices from DoIT based on resources used throughout the month and according to Google’s prices published in the following URL: <https://cloud.google.com/pricing/list>

4. Direct Google Support Plan

Customer, at its own discretion, can purchase [Google Cloud Support Services](#) to obtain direct access to Google Cloud Technical Support. Customer may purchase Standard, Enhanced or Premium support and the applicable fee will be added to Customer’s monthly invoice, according to Google’s price list published at <https://cloud.google.com/support>. If Customer purchases Google Support, then Customer may open a support ticket directly with Google.

4A. Partner Led Premium Support

Alternatively or in addition to a direct Google Support Plan, Customer can purchase Partner Led Premium Support (“**PLPS**”). If Customer purchases PLPS, Customer shall open support tickets with DoIT through the DoIT Cloud Console and DoIT shall open support tickets with Google on Customers’ behalf if the support case requires such an escalation.

Customer is able to opt for the PLPS according to the following specifications:

- The PLPS subscription will be applied to all Google Cloud Billing Accounts as listed in the table below and is subject to a minimum duration of 90 days (the “**Minimum Duration**”). Changes to the PLPS subscription shall be expressed by the Customer via a DoIT support ticket and can only be made once the Minimum Duration has expired. The PLPS Support Charges will stop following a maximum notice period of thirty (30) days from the DoIT support ticket.
- The Customer has to open tickets with DoIT only and will not be able to open any ticket directly with Google;
- The PLPS is charged on top of your Google Cloud services and will be charged as a 4.0% flat fee of the Customer’s Monthly Applicable Fees (the “**Support Charges**”) . For the purposes of this Section, the “**Monthly Applicable Fees**” shall be defined as any Google Cloud Platform services fees (before any applicable discounts or credits) excluding any Google Marketplace purchases.
- The Support Charges shall be specifically excluded from the Discount (where applicable) as specified here: <https://cloud.google.com/skus/exclusions>
- Support Charges will be charged to the Customer from April 1, 2024 only.

The Customer agrees to pay Support Charges for the following Billing Accounts:

Billing Account ID
No Partner Led Premium Support

5. Google Cloud Data Processing Addendum

This Contract is bound and governed by Google’s Data Processing Addendum (“**CDPA**”) that can be found at the following URL: <https://cloud.google.com/terms/data-processing-addendum>

5A. DoIT Data Processing and Security Terms



DoIT's standard Customer Data Processing Agreement (the "DPA") may be found at go.doit.com/dpa. To the extent that with respect to this Contract, DoIT is either (i) a "processor" under applicable law, or (ii) is subject to data privacy rules, then the DPA is hereby incorporated into, and supplements this Contract, by this reference.

6. Service Level Agreements

The governing Google Cloud Service Level Agreements for this Contract are located at: <https://cloud.google.com/terms/sla>

7. Service Specific Terms

- a. The governing Google Service-specific Terms for this Contract are located at: <https://cloud.google.com/terms/service-terms>
- b. The governing DoIT-specific Terms for this Contract are located at: doit.com/terms/

8. Non-Agency Notice

DoIT and Google are independent contractors and DoIT is not Google's agent or in a joint venture with Google.

9. Google Cloud Acceptable Use Policy

The full Google Cloud Acceptable Use Policy ("**AUP**") can be found at the following URL: developers.google.com/cloud/terms/aup. Use of the Google Cloud services under this Contract is subject to the AUP.

10. Termination

- a. **Termination for Cause.** Either party may terminate this Contract immediately if the other party (i) materially breaches this Contract and fails to cure such breach within ten (10) days after receiving written notice of such breach from the non-breaching party, or (ii) becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation or insolvency, or for the appointment of a receiver, conservator, or similar officer, is unable to pay its debts as they become due, makes an assignment to or for the benefit of its creditors, or ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.
- b. **Termination for Convenience.** Either party may terminate this Contract for convenience at any time effective thirty (30) days after written notice is provided to the other party.
- c. **Effect of Termination.** Upon termination by either party under Section 10(a) or (b), Customer shall pay to DoIT all unpaid and accrued fees, and the PLPS Support Charges through the termination effective date, which shall be immediately due and payable.
- d. **Notice under Section 10.** Written notice for purposes of this Section 10 shall include email notification provided by the terminating party to the other party.
- e. In the event of a termination of this Contract by DoIT under a. above, any and all credits previously provided to Customer pursuant to this Contract, shall be fully repaid by Customer to DoIT and any remaining credits (not yet paid to Customer) shall be voided.
- f. In the event that, pursuant to the provisions of this Contract, Customer wishes to discontinue its consumption of Services under this Contract, such



discontinuation shall only be permitted pursuant to a proper termination under one of the above provisions. A discontinuation of Services by Customer which is not pursuant and subsequent to a proper termination under one of the above provisions (an **"Improper Termination"**) shall result in an Improper Termination penalty (a **"Penalty"**). The Penalty shall be calculated based on the average thirty (30) day churn rate (which is the actual spend rate) of the Customer for the 12 month period preceding the Improper Termination. DoIT shall issue an invoice containing the Penalty and Customer shall pay this invoice based on the payment terms contained herein.

- g. It is hereby clarified that in the case of a termination of this Contract by DoIT pursuant to Customer's breach of this Contract (including for the avoidance of doubt the Customer's uncured failure to pay) DoIT may, at its discretion suspend or terminate Customer's accounts, which may lead to unrecoverable data loss of the Customer.

10A. Suspension of Services Under the Contract

a. In the event that DoIT becomes aware or reasonably believes that the Customer can no longer, or soon will no longer be able to pay some or all of the invoices issued or to be issued under this Contract, then DoIT shall have the right to immediately suspend all Services provided to the Customer under this Contract, until such time as (i) Customer provides adequate assurances of its continued ability to pay any outstanding or future invoices; and, (ii) DoIT is reasonably convinced that Customer has the ability to pay any outstanding or future invoices. Such suspension shall be preceded by an email notice ("Suspension Notice") provided by DoIT to Customer's last known email address.

b. Nothing contained in this Section 10A shall limit any termination rights set forth in Section 10 above. For the avoidance of doubt, it is hereby clarified that DoIT may provide a notice of termination prior to, together with or subsequent to a Suspension Notice; and, it is further clarified that a Suspension Notice shall not trigger a termination of this Contract, unless this Contract is specifically terminated under Section 10 above.

11. Miscellaneous

- a. This Contract may be executed in one or more counterparts including facsimile, email, or other electronic copies, which when taken together upon proper delivery shall constitute a single instrument. The Contract shall remain in full force and effect unchanged except as modified in writing by the parties.
- b. The relationships of the parties to this Contract shall be solely that of independent contractors, and nothing contained in this Contract shall be construed otherwise. Nothing in this Contract or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of an independent contractor.
- c. Each party (the "Receiving Party") may use the Confidential Information disclosed to it by the other party (the "Disclosing Party") only as necessary to exercise the rights and perform obligations under the Contract. Receiving



Party shall not disclose the Confidential Information of the Disclosing Party to any third party without its written consent. Receiving Party will protect the Disclosing Party's Confidential Information from disclosure or misuse by using the same degree of care as for Receiving Party's own Confidential Information of like importance, and will at least use reasonable care.

- d. Each Party agrees to restrict access to the Confidential Information to those of its officers, directors, and employees (including of its Affiliates), independent contractors, or service providers it retains who have a "need to know", have been instructed as to the confidential nature of such information, and are bound by written confidentiality obligations at least as stringent and onerous as the obligations imposed on the parties hereto.
- e. This Contract is subject to the provisions set forth in Appendix A. The applicable state's governing law will be based upon the country of the DoIT entity that executed this Contract, as specified in Appendix A.
- f. Any discounts provided to Customer under this Contract will be applied to Customer's fees only after the application of any applicable credits provided to Customer with respect to such fees.

12. Offer Expiration

If not signed, this offer for Contract will void and expire 14 days after the date of its submission to Customer.

13. Limitation of Liability

- a. Each party's cumulative liability to the other party shall be limited to (the "Liability Ceiling") the greater of \$100,000 or if the total amount invoiced by DoIT to Customer during the 12-month period immediately preceding the event that triggered the liability (hereinafter, the "12 Month Spend") exceeds \$100,000, then the Liability Ceiling would be equal to the 12 Month Spend; provided that in any event, the Liability Ceiling shall not exceed \$1 Million; provided further that, notwithstanding anything else contained herein, the Liability Ceiling shall not apply to any amounts owed by Customer to DoIT pursuant to any invoices issued by DoIT to Customer with respect to either (i) Customer's consumption of the Services or (ii) unfulfilled obligations of the Customer to consume services (such as a minimum commitment or EDP obligation as the case may be) including but not limited to any true up obligations.
- b. Neither Customer nor DoIT will be liable for lost revenues or profits, downtime costs, loss or damage to data, or indirect, special or consequential costs or damages (hereinafter, "Indirect Damages"). The preceding exclusion for Indirect Damages does not limit either party's liability for: infringement of intellectual property, fraud, liability which may not be excluded or limited by applicable law, and a violation of any Google AUPs or other use policies.

14. Payments

- a. DoIT is sure Customer understands how important it is for DoIT's business that Customer pays invoices promptly. Customer agrees to tightly adhere to DoIT's standard payment schedule of up to thirty (30) days from the invoice date.
- b. Customer may use either (i) wire transfer, (ii) ACH, (iii) debit card, or (iv) credit card, to execute all payments to DoIT. Customer may make payments of fees with a credit card, provided, however, that Customer shall be obligated to pay



any such processing fee incurred by DoIT as a result of Customer paying by credit card. As of the Contract Effective Date, there is a 2.9% credit card processing fee on credit card payments. Any such processing fee shall be added to the invoice and become part of the amount to be paid by the Customer. In the case of wire transfer payments, Customer shall be responsible for any additional fees.

- c. Any payment under this Contract, made greater than fifteen (15) days after the date such payment is due and payable shall bear interest as of the day after the date such payment was due and payable and shall continue to accrue such interest until such payment is made at a rate equal to the lesser of either (a) 1.5% per month, or (b) the maximum rate permitted by Applicable Law.
- d. In case of continued non-payment, DoIT may terminate Customer's account without notice and may transfer Customer's account to a third party collections agency, solely at DoIT's discretion. Please note that a third party collections agency may impose additional charges. Failure to pay may also result in DoIT pursuing Customer legally to recover the value owed, and thus incurring further legal costs for Customer.
- e. Any discounts provided to Customer under this Contract will be applied to Customer's fees only after the application of any applicable credits provided to Customer with respect to such fees.
- f. Applicable taxes will be added to the monthly invoice according to the local commerce laws in the country where Customer does business with DoIT.

IN WITNESS WHEREOF, the parties have executed this Contract. The signing parties confirm that they each have the authority to enter into this contract on behalf of their company or organization.

Accepted and Agreed:

Accepted and Agreed:

Next to You B.V.

DoIT Multi-Cloud International Est...

By:  _____

By:  _____

Name: Gouloud Hammoud

Name: Ami Newman

Title: director obo Guardian Corporation Curacao BV

Title: Revenue Assurance Manag

Date: September 25, 2024 | 3:12 PM PDT

Date: September 26, 2024 | 12:33 AM PDT



Appendix A (Applicable Terms and Conditions)

Assignment.

Neither party hereto may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Contract in its entirety, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or shares, but subject to a written notice of such assignment. Subject to the foregoing, this Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns. For the purpose of this Section "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common Control with the subject entity. "**Control**" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Anti-Bribery and Anti-Corruption Laws.

DoIT is committed to doing business worldwide ethically, free from corruption without exceptions, and in compliance with all applicable anti-corruption laws and expects its service providers to comply with the same high standards. Neither Customer nor any of its representatives has or will improperly provide (or offer to provide), directly or indirectly, anything of value to anyone, including government officials to obtain or retain business, to obtain a commercial advantage, or to receive favored treatment, anywhere in the world and shall comply with all applicable anti-bribery and anti-corruption laws. Customer shall immediately notify DoIT in writing of any suspected or known breach of the obligations under this Section.

Non-Discrimination.

Each Party to this Contract shall abide, as applicable under governing law, to the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that each Party, takes affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Each Party, agrees to comply, as applicable under governing law, with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).

Applicable Taxes. Any fees incurred by Customer hereunder shall be exclusive of any applicable sales, use, service or value added taxes, or any other levy, tariff, duty, or taxes (hereinafter, collectively referred to as the "**Taxes**" and individually referred to as a "**Tax**") of any kind whatsoever imposed by any governmental authority (other than a tax imposed upon Customer's income) and shall be paid by Customer promptly based upon the payment date under the relevant invoice; or, when due by the governmental authority, whichever is earlier. In the event that DoIT makes any payment of any such Tax or any related penalty for delay in the payment thereof, Customer shall reimburse DoIT for such payment no later than fifteen (15) days after such payment is made by DoIT. Without derogating from the above, in any event (such as an audit, legal opinion, change in the law, etc.) that reveals any unpaid Taxes hereunder, then Customer shall, within seven (7) days of a written request from DoIT, pay such unpaid Taxes directly to



DoIT or to the relevant tax authority or governmental agency, all as shall be requested and instructed by DoIT at the time.

Tax Gross Up.

All payments to be made by the Customer hereunder shall be made free and clear of, and made without any tax deductions and/or withholding payments. In the event that Customer is required to make a tax deduction and/or withholding payment, then the amount payable by Customer (in respect of which such tax deduction and/or withholding payment is required to be made) shall be increased to the extent necessary to ensure that DoIT receives a sum net of any deduction and/or withholding equal to the amount which it would have received had no such tax deduction and/or withholding been made or required to be made. The Customer shall promptly, upon becoming aware that it must make a tax deduction and/or withholding payment notify DoIT accordingly. If Customer is required to make a tax deduction and/or withholding payment, it shall make any such payment required within the time allowed and in the minimum amount required by law. Within 30 days of making any payment required in connection with such a tax deduction and/or withholding payment, the Customer shall deliver to DoIT evidence that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

Local currency. When charging in local currency, DoIT will convert the prices of this Contract - and notably the invoice sent to the Customer on a monthly basis - into applicable local currency according to the exchange rates as published by leading financial institutions and necessary adjustments as required to cover the forex risk between invoice date and payment date.

Governing Law, Jurisdiction, and Venue

The applicable governing law provision is based on the country of incorporation of the DoIT entity that executed this Contract.

{United States of America} - Specifically for DoIT International USA, Inc.

Governing Law; Venue. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) to the extent such rules or provisions would cause the application of the laws of any jurisdiction other than the State of New York. Each of the parties to this Contract consents and agrees that any action to enforce this Contract or any dispute, whether such dispute arises in law or equity, arising out of or relating to this Contract shall be brought exclusively in the United States District Court for the Southern District of New York or any New York State Court sitting in New York City. The parties hereto consent and agree to submit to the exclusive jurisdiction of such courts. Each of the parties to this Contract waives and agrees not to assert in any such dispute, to the fullest extent permitted by applicable law, any claim that (i) such party and such party's property is immune from any legal process issued by such courts or (ii) any litigation or other proceeding commenced in such courts is brought in an inconvenient forum.

{Germany} - Specifically for DoIT International, DACH GmbH

This Contract shall be governed by the laws of the Federal Republic of Germany excluding the Vienna Convention on the International Sale of Goods (CISG). For any



disputes arising out of or in connection with this Contract, the competent courts of DoIT's place of registration shall have exclusive jurisdiction.

{Israel} - Specifically for DoIT International Ltd.

This Contract shall be governed by, and construed, and enforced in accordance with the laws of the State of Israel, without giving effect to the choice of law rules. Each party consents that any such action or proceeding will be brought exclusively in front of the courts of Tel Aviv in the State of Israel, which shall have sole jurisdiction over any matter arising hereof.

{United Kingdom} - Specifically for DoIT International UK&I Ltd.

This Contract is governed by the Laws of England and Wales without regard to conflict of laws principles. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation. Each party consents that any such action or proceeding will be brought exclusively in front of the competent courts in the City of London.

{France} - Specifically for DoIT International SAS

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of France. Each party irrevocably agrees that any dispute, regardless of its purpose or ground, relating to, entailed by or resulting from this Contract shall be submitted to the exclusive jurisdiction of the Commercial Court of Paris.

{Australia} - Specifically for DoIT International AUS Pty Ltd.

Insofar as any Services are provided to Customers in or into Australia, the Contract shall be governed by and construed in accordance with the laws of Victoria, Australia. Customer submits to the jurisdiction of the courts of Victoria with respect to any legal proceedings which may be initiated in connection with this Contract. Customer shall not commence or continue any legal proceedings against DoIT in any jurisdiction other than in Australia with respect to any matter, claim or dispute so long as DoIT is prepared to submit to the jurisdiction of the courts of Australia with respect to that matter, claim or dispute. Service of any process or document by which any proceedings in any court in Australia are commenced may be effected in any manner permitted for communications hereunder or otherwise in accordance with the Applicable Laws in the relevant Australian jurisdiction, including the Commonwealth of Australia and any State or Territory of Australia (and including, without limitation, the Uniform Civil Procedure Rules in each State and Territory), as amended from time to time.

{Canada} - Specifically for DoIT Holdings International CA Ltd

This Contract shall be governed by and construed and enforced in accordance with the laws of the Province of British Columbia (regardless of that jurisdiction or any other jurisdiction's choice of law principles). To the extent permitted by law, the parties hereto agree that all actions or proceedings arising in connection herewith, shall be litigated in the state and federal courts located in Vancouver, British Columbia, Canada, and each party hereby waives any right that such party may have to assert the doctrine of Forum Non Conveniens or to object to venue. The parties each hereby stipulate that the courts located in Vancouver, British Columbia, Canada, shall have



personal jurisdiction and venue over each party for the purpose of litigating any such dispute, controversy or proceeding arising out of or related to this Contract.

{Switzerland} - Specifically for DoIT International CH Sarl

This Contract shall be governed by the substantive laws of Switzerland, without regard to conflict of laws rules and to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the competent courts of Geneva, Switzerland.

{Netherlands} - Specifically for DoIT International NL B.V

This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Netherlands, without regard to its conflicts of law rules. Each party irrevocably agrees that the competent courts of Amsterdam (*rechtbank Amsterdam*) shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

{Sweden} - Specifically for {DoIT Multi-Cloud Sverige International AB}

This Contract shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction, and to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of, or in connection with, this Contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm, Sweden. The language used in the arbitration proceedings shall be English.

The Parties agree, without limitation in time, not to disclose the existence or contents or any decisions or awards with regards to this Contract or information about proceedings, arbitration or mediation due to the same. The provisions set forth in this present Clause, shall not apply unless in compliance with law, other legislation, authority's order, securities exchange regulations or practice on the securities exchange or is otherwise required for the enforcement of a decision.

{Spain} - Specifically for DoIT International Multi-Cloud Espana S.L

This Contract shall be governed by and construed in accordance with the substantive laws of Spain, excluding conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). Any dispute, controversy or claim arising out of, or in connection with, this Contract, or the breach, termination or invalidity of the Contract, shall be settled by the Spanish courts of the city of Barcelona, under Spanish Law.

{Singapore} - Specifically for DoIT International Xinjiapo Pte.Ltd.

This Contract is governed by the Laws of the Republic of Singapore without regard to conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). Each party irrevocably agrees that the courts of Singapore shall have exclusive jurisdiction to settle any dispute or claim



(including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

{Ireland} - Specifically for DoiT International Multi-Cloud Ireland Ltd.

This Contract shall in all respects (including in respect of its formation and its performance) be governed by, constructed and enforced in accordance with the laws of Ireland, excluding conflict of law rules and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). The parties to this Contract agree to submit to the exclusive jurisdiction of the courts of Ireland in relation to any disputes or proceedings arising out of or in connection with this Contract.

{Estonia} - Specifically for DoiT Multi-Cloud International Estonia OÜ

This Contract is governed by the Laws of Estonia excluding its conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). Each party irrevocably agrees that Harju County Court (in Estonian Harju Maakohus) as the court of the first instance shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

{Indonesia} - Specifically for PT DoiT International Indonesia

This Contract is governed by the Laws of the Republic of Indonesia without regard to conflict of laws principles and the UN Convention on Contracts for the International Sale of Goods 1980 (Vienna Sales Convention). Each party irrevocably agrees that the courts of Jakarta shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.