

## Subscription Agreement

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING OR USING SKYLOOP CLOUD PRODUCTS AND SERVICES. BY USING OR PURCHASING SKYLOOP CLOUD PRODUCTS OR SERVICES, CLIENT SIGNIFIES ITS ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CLIENT DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE SKYLOOP CLOUD PRODUCTS AND SERVICES.

This Subscription Agreement, including all schedules and appendices hereto (the "Agreement"), is between SKYLOOP CLOUD TEKNOLOJI A.S.. ("SKYLOOP CLOUD") and the purchaser or user of KopiaX products and services that accepts the terms of this Agreement ("Client"). The effective date of this Agreement ("Effective Date") is the earlier of the date that Client signs or accepts this Agreement or the date that Client uses SKYLOOP CLOUD's products or services.

## Background

This Agreement establishes the terms and conditions under which SKYLOOP CLOUD will provide Software and Services to Client. "Software" means KopiaX and other software programs branded by SKYLOOP CLOUD and/or its affiliates including all modifications, additions or further developments thereto delivered by SKYLOOP CLOUD. KopiaX Services is the collection of services and technology related to software delivery, updates and upgrade, management, and provisioning for systems running KopiaX. "Subscription Services" mean fee-bearing subscriptions (generally for a period of one or three years) for a certain scope of support services for the Software. The parties agree that the terms of this Agreement will govern future purchases by Client of Software and Services from SKYLOOP CLOUD unless otherwise agreed by the parties in writing.

## Assistance

Client will provide SKYLOOP CLOUD access to the Installed Systems (as defined below) and other Client information, systems, and software ("Client Information") as reasonably requested by SKYLOOP CLOUD to enable SKYLOOP CLOUD to provide the Services. Client understands and agrees that the completeness and accuracy of and extent of access to the Client Information provided to SKYLOOP CLOUD may affect SKYLOOP CLOUD's ability to provide Services. Client will obtain any third party consents necessary to grant SKYLOOP CLOUD access to the Client Information that is subject to proprietary rights of, or controlled by, any third party. Client may, for legitimate security concerns, deny SKYLOOP CLOUD certain access to Client Information and the Installed Systems, provided, however, that SKYLOOP CLOUD shall be relieved from performing Services which reasonably require such access.

## Payment

3.1 Fees and Expenses. Fees for the Services (the "Fees") are stated in Great British Pounds, must be paid in Great British Pounds, and are exclusive of out-of-pocket expenses. Client will reimburse SKYLOOP CLOUD for reasonable expenses incurred in connection with the performance of Services involving travel. Unless otherwise stated in this Agreement, any renewal of this Agreement will be at the same price per Installed System paid during the initial term. For Subscription Services, Client agrees to pay SKYLOOP CLOUD for each Installed System. An "Installed System" means a system on which Client installs or executes all or a portion of the Software, which may be, without limitation, a server, work station, virtual machine, blade, node, partition, or engine, as applicable. The parties agree that the terms of this Agreement will govern future purchases by Client of additional units of any

or all of the Services listed herein. Unless otherwise agreed by the parties in writing, during the term of this Agreement, such additional units can be purchased and renewed at the rates set forth herein, exclusive of expenses, if any.

3.2 Invoices. If Client is paying by credit card, Client authorizes SKYLOOP CLOUD to bill Client's credit card for the Services for the initial term and for the amount due at the time of renewal. If SKYLOOP CLOUD has approved Client to be invoiced, SKYLOOP CLOUD will invoice Client for the Fees at the time of execution of this Agreement and upon the submission of any future purchase order. Any and all payments made by Client pursuant to this Agreement are non-refundable. Client will make payment within thirty (30) days of the date of the invoice. SKYLOOP CLOUD reserves the right to suspend or cancel performance of all or part of the Services and/or change its credit terms if actual payment has not been received within sixty (60) days of the invoice date.

3.3 Taxes. All Fees are exclusive of any Taxes. Client will pay to SKYLOOP CLOUD an amount equal to any Taxes arising from or relating to this Agreement, including without limitation, sales, service, use or value added taxes, which are paid by or are payable by SKYLOOP CLOUD. "Taxes" means any form of taxation, levy, duty, customs fee, charge, contribution or impost of whatever nature and by whatever authority imposed (including without limitation any fine, penalty, surcharge or interest), excluding, however, any taxes based solely on the net income of SKYLOOP CLOUD. If Client is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to SKYLOOP CLOUD, then the sum payable to SKYLOOP CLOUD will be increased by the amount necessary so that SKYLOOP CLOUD receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

#### License and Ownership

4.1 Software. Client will have the license rights to the Software set forth in Appendices 1, 2 and 3, as applicable.

4.2 Freedom to Use Ideas. The ideas, methods, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements and other information and materials developed in and during the course of this Agreement may be used by either party, without an obligation to account, in any way that party deems appropriate, including by or for itself or its clients or customers, notwithstanding anything to the contrary contained in this Agreement.

4.3 Marks. No right or license, express or implied, is granted hereunder for the use of any of SKYLOOP CLOUD, SKYLOOP CLOUD affiliate, or Client trade names, service marks or trademarks, including, without limitation, the distribution of the Software utilizing any SKYLOOP CLOUD or SKYLOOP CLOUD affiliate trademarks.

#### Reporting and Inspection

5.1 Reporting. Client will promptly notify SKYLOOP CLOUD if the number of Installed Systems exceeds the number of Installed Systems for which Client has paid the applicable fee. In its notice, Client will include both the number of additional Installed Systems and the date(s) on which such Installed Systems were put into use. SKYLOOP CLOUD will invoice Client for the applicable Services for such Installed Systems on a pro-rata basis and Client will pay for such Services in accordance with this Agreement.

5.2 Inspection. During the term of this Agreement and for one (1) year thereafter, SKYLOOP CLOUD or its designated agent may inspect and review Client's facilities and records in order to verify Client's compliance with this Agreement. Any such inspection and review will take place only during Client's normal business hours and upon no less than ten (10) days prior written notice from SKYLOOP CLOUD. SKYLOOP CLOUD will give Client written notice of any non-compliance, including the number of underreported Installed Systems, and Client will have fifteen (15) days from the date of such notice to make payment to SKYLOOP CLOUD for the applicable Services provided to the underreported Installed Systems. If Client had underreported the number of Installed Systems by more than five percent (5%), Client will also pay SKYLOOP CLOUD for the cost of such inspection.

#### Term and Termination

6.1 Term. The term of this Agreement and the provision of Services hereunder begins on the Effective Date and continues for a period of one (1) year unless a different term is specified by the parties at the time of purchase. Thereafter, the term for Subscription Services (defined in Appendix 1) will renew for successive terms of one (1) year each, unless a different term is agreed to by the parties at the time of renewal, and unless either party gives written notice to the other of its intention not to renew at least sixty (60) days before commencement of the next term. Client must use any other Services purchased during the initial term; if unused, such Services will be forfeited.

6.2 Termination. If Client or SKYLOOP CLOUD materially breaches the terms of this Agreement, and such breach is not cured or remedied within thirty (30) days after written notice of the breach is given to the breaching party, then the other party, by giving written notice of termination to the breaching party, may terminate this Agreement; provided, however, that no cure period will be required for a breach of Section 9 hereof. Without prejudice to any other right or remedy of SKYLOOP CLOUD, in the event either party terminates this Agreement, Client will pay SKYLOOP CLOUD for all Services provided up to the effective date of termination.

6.3 Effect of Termination. If this Agreement is terminated for any reason, Sections 3, 4, 5.2, 6.3, 8, 9, 10.2, 12 and 13 of this Agreement will survive such termination.

#### Continuing Business

Nothing in this Agreement will be understood to preclude or limit SKYLOOP CLOUD from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those which might be delivered to Client.

#### Limitation of Liability and Disclaimer of Damages

8.1 Limitation of Liability. FOR ALL EVENTS AND CIRCUMSTANCES, SKYLOOP CLOUD AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT TO EXCEED THE AMOUNT THAT CLIENT PAID TO SKYLOOP CLOUD UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

8.2 Disclaimer of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL SKYLOOP CLOUD OR ITS AFFILIATES BE LIABLE TO CLIENT OR ITS AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SKYLOOP CLOUD OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Confidentiality

Client and SKYLOOP CLOUD agree to maintain the confidentiality of SKYLOOP CLOUD's pricing and product roadmap as well as other proprietary information received by the other party that is marked confidential, including non-public technical and business information for a period of two (2) years after the termination of this Agreement. This section shall not apply to any publicly available or independently developed information.

#### Representations and Warranties

10.1 General Representations and Warranties. SKYLOOP CLOUD represents and warrants that: (a) the Services will be performed in a professional and workmanlike manner by qualified personnel; (b) it has the authority to enter into this Agreement with Client; and (c) to SKYLOOP CLOUD's knowledge, the Software does not intentionally include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the Software.

10.2 Disclaimer of Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 10, THE SERVICES AND THE SOFTWARE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES IN THIS SECTION 10 ARE THE SOLE AND EXCLUSIVE WARRANTIES (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SKYLOOP CLOUD, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. SKYLOOP CLOUD DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

#### Open Source Assurance Program

If any portion of the Software is found to infringe any third party intellectual property rights and Client has complied with all of the terms of this Agreement, then for each Installed System for which Client is current in its subscription fees, SKYLOOP CLOUD will, at its expense and option: (i) obtain the rights necessary for Client to continue to use the Software consistent with this Agreement; (ii) modify the Software so that it is non-infringing; or (iii) replace the infringing portion of the Software with non-infringing code. The foregoing will not apply to claims arising from: the combination of the Software with products or services not provided by SKYLOOP CLOUD; the modification of the Software pursuant to specifications of Client; the modification of the Software other than as directed by SKYLOOP CLOUD; or use of the Software in a manner not permitted or contemplated hereunder.

#### Governing Law/Consent to Jurisdiction

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the REPUBLIC OF TURKEY without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of

Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in REPUBLIC OF TURKEY, and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue.

#### Miscellaneous

(13.1) Notices. Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent to the respective addresses indicated on the first page hereof or to the facsimile numbers set forth below, using a method that provides for positive confirmation of delivery. (13.2) Assignment. This Agreement is binding on the parties to this Agreement, and nothing in this Agreement confers upon any other person or entity any right, benefit or remedy of any nature whatsoever, save for the parties' affiliates as expressly provided in this Agreement. This Agreement is assignable by either party only with the other party's prior written consent, which will not be unreasonably withheld. Notwithstanding the foregoing, SKYLOOP CLOUD may assign this Agreement to its affiliate, subsidiary or pursuant to a merger or a sale of all or substantially all of such party's assets or stock upon written notice and without the prior approval of Client. (13.3) Subcontracting. SKYLOOP CLOUD may subcontract Services under this Agreement to third parties or affiliates without the prior approval of Client; provided, however, that (a) subcontractors must agree to keep any proprietary information received from SKYLOOP CLOUD or Client confidential, and (b) SKYLOOP CLOUD remains responsible to Client for the performance of its obligations hereunder. Client acknowledges and agrees that to provide the Services, it may be necessary for Client Information to be transferred between SKYLOOP CLOUD, its affiliates, and/or subcontractors, which may be located worldwide. (13.4) Independent Contractor. SKYLOOP CLOUD is an independent contractor and nothing in this Agreement will be construed to create an employee relationship between Client (or any Client personnel) and SKYLOOP CLOUD (or any SKYLOOP CLOUD personnel). Each party will be solely responsible for payment of its personnel including applicable taxes, deductions, other payments and benefits. (13.5) Force Majeure. Except with respect to the payment of Fees owing under this Agreement, neither party will be liable for nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control. (13.6) Non-solicitation. Client agrees not to solicit or hire any personnel of SKYLOOP CLOUD with whom Client has had contact in connection with this Agreement; provided that Client may hire an individual employed by SKYLOOP CLOUD who, without other solicitation, responds to advertisements or solicitations aimed at the general public. (13.7) Dispute Resolution. If Client is not satisfied with the Services provided by SKYLOOP CLOUD, Client agrees to give SKYLOOP CLOUD a written description of the problem(s) and to make a good faith effort to amicably resolve the problem with SKYLOOP CLOUD before commencing any proceeding. SKYLOOP CLOUD also agrees to make a good faith effort to amicably resolve any problem with Client before commencing any proceeding. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. (13.8) Headings. All headings contained in this Agreement are inserted for identification and convenience, and will not be deemed part of this Agreement for purposes of interpretation. (13.9) Severability. If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such

provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Sections 3, 8 and 10 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety. (13.10) Waiver. The delay or failure of either party to exercise any rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. No waiver will be valid unless in writing and signed by an authorized representative of the party against whom such waiver is sought to be enforced. (13.11) Complete Agreement. This Agreement constitutes the exclusive terms and conditions with respect to the subject matter hereof, notwithstanding any different or additional terms that may be contained in the form of purchase order or other document used by Client to place orders or otherwise effect transactions hereunder. This Agreement represents the final, complete and exclusive statement of the agreement between the parties with respect to subject matter hereof and all prior written agreements and all prior and contemporaneous oral agreements with respect to the subject matter hereof are merged therein. Any claim relating to the provision of the Services by Skyloop Cloud, its affiliates and their personnel will be made against Skyloop Cloud alone. (13.12) Amendment. This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement. (13.13) Counterparts and Facsimile Signature. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may exchange signature pages by facsimile and such signatures will be effective to bind the parties. (13.14) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

#### Appendix 1 - Skyloop Cloud Subscription Services

This Appendix describes Subscription Services for KopiaX, Skyloop Cloud Applications, technical and developer support services.

##### Skyloop Cloud Subscription Services

This Section 1 describes Subscription Services offered by Skyloop Cloud. Skyloop Cloud will provide only those Subscription Services purchased by Client. The Subscription Services are intended for use only by Client (including through its contractors and agents) and for the benefit of the Client and only for the Installed Systems for which Client has purchased Subscription Service. Client may not use one subscription for Services for more than one Installed System. Any unauthorized use of the Services will be deemed to be a material breach of this Agreement.

##### 1.1 KopiaX

For each Installed System, Client will receive access to (a) the applicable Software KopiaX, (b) if support is purchased, the applicable Software updates and upgrades, when and if available, via Skyloop Cloud as described in Section 1.3.1, and (c) the applicable level of production support services described in Section 3.2 herein.

The use of KopiaX software is subject to the end user license agreement set forth in Appendix 2.

##### 1.2 Skyloop Cloud Applications

The Skyloop Cloud Applications mean the Software provided under this Agreement, other than KopiaX. With respect to the Skyloop Cloud Applications, for each Installed System, Client will receive access to (a) the applicable

Software via Skyloop Cloud, (b) if purchased, the applicable Software updates and upgrades.

#### Appendix 2- KopiaX Licence Agreement

##### LICENSE AGREEMENT AND LIMITED PRODUCT WARRANTY KopiaX

This agreement governs the use of the Software and any updates to the Software, regardless of the delivery mechanism. The Software is a collective work. Subject to the following terms, Skyloop Cloud Teknoloji A.S. ("Skyloop Cloud") grants to the user ("Client") a license to this collective work pursuant to the GNU General Public License v.2.

1. The Software. KopiaX (the "Software") is a software product. With the exception of certain image files identified in Section 2 below, the license terms for the components permit Client to copy, modify, and redistribute the component, in both source code and binary code forms. This agreement does not limit Client's rights under, or grant Client rights that supersede, the license terms of any particular component.

2. Intellectual Property Rights. The Software and each of its components, including the source code, documentation, appearance, structure and organization are owned by Skyloop Cloud and others and are protected under copyright and other laws. Title to the Software and any component, or to any copy, modification, or merged portion shall remain with the aforementioned, subject to the applicable license. If Client makes a commercial redistribution of the Software, unless a separate agreement with Skyloop Cloud is executed or other permission granted, then Client must modify all files and to remove all images containing the "Skyloop Cloud" trademark. Merely deleting these files may corrupt the Software.

3. Limited Warranty. Except as specifically stated in this Paragraph 3 or a license for a particular component, to the maximum extent permitted under applicable law, the Software and the components are provided and licensed "as is" without warranty of any kind, expressed or implied, including the implied warranties of merchantability, non-infringement or fitness for a particular purpose. Skyloop Cloud warrants that the media on which the Software is furnished will be free from defects in materials and manufacture under normal use for a period of 30 days from the date of delivery to Client. Skyloop Cloud does not warrant that the functions contained in the Software will meet Client's requirements or that the operation of the Software will be entirely error free or appear precisely as described in the accompanying documentation. This warranty extends only to the party that purchases the Services pertaining to the Software from Skyloop Cloud or a KopiaX authorized distributor.

4. Limitation of Remedies and Liability. To the maximum extent permitted by applicable law, the remedies described below are accepted by Client as its only remedies. Skyloop Cloud's entire liability, and Client's exclusive remedies, shall be: If the Software media is defective, Client may return it within 30 days of delivery along with a copy of Client's payment receipt and Skyloop Cloud, at its option, will replace it or refund the money paid by Client for the Software. To the maximum extent permitted by applicable law, Skyloop Cloud or any KopiaX authorized dealer will not be liable to Client for any incidental or consequential damages, including lost profits or lost savings arising out of the use or inability to use the Software, even if Skyloop Cloud or such dealer has been advised of the possibility of such damages. In no event shall Skyloop Cloud's liability under this agreement

exceed the amount that Client paid to Skyloop Cloud under this Agreement during the twelve months preceding the action.

5. Third Party Programs. Skyloop Cloud may distribute third party software programs with the Software that are not part of the Software. These third party programs are subject to their own license terms. If Client does not agree to abide by the applicable license terms for such programs, then Client may not install them. If Client wishes to install the programs on more than one system or transfer the programs to another party, then Client must contact the licensor of the programs.

6. General. If any provision of this agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This agreement shall be governed by the laws of the Republic of Turkey, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply.