

FIDUCIAL CLOUD-XPRESS MASTER TERMS AND CONDITIONS

THESE MASTER TERMS AND CONDITIONS will supplement and expand the “General Terms and Conditions of Service” to which the Customer has agreed at the time of executing its Service Order Form (“General Terms”).

ARTICLE 1 – PAYMENT TERMS

1.1 Fees and Expenses. Customer will pay all fees and expenses due according to the prices and terms listed in the Service Order Form, and in accordance with the General Terms.

1.2 Late Payments. Any payment not received by CloudXpress, for any reason, within thirty (30) days of the due date will accrue interest at a rate of two percent (2%) per month, or the highest rate allowed by applicable law, whichever is lower.

1.3 Billing Disputes. If Customer in good faith disputes any portion of any Cloud Xpress invoice, Customer shall submit to Cloud Xpress, by the due date, full payment of the undisputed portion of the invoice and written documentation identifying and substantiating the disputed amount. If Customer does not report a dispute within sixty (60) days following the date of the applicable invoice, Customer shall have waived its right to dispute the invoice. Cloud Xpress and Customer agree to use their respective commercially reasonable efforts to resolve any dispute within thirty (30) days after Cloud Xpress receives written notice of this dispute from Customer. Any disputed amounts resolved in favor of Customer shall be credited to Customer’s account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to Cloud Xpress shall be due within ten (10) days of the resolution of the dispute.

ARTICLE 2 – CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY OWNERSHIP; LICENSE GRANTS

2.1 Confidential Information.

(a) Nondisclosure of Confidential Information. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party’s business, plans, customers, technology, and products, and other information held in confidence by the other party (“Confidential Information”). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Confidential Information will also include, but not be limited to, Cloud Xpress Technology, Customer Technology, and the terms and conditions of the MSA and all documents incorporated by reference into the MSA. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, the MSA, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the other party’s Confidential Information. Each party also agrees that it will take reasonable precautions to protect the confidentiality of the other party’s Confidential Information, at least as stringent as it takes to protect its own Confidential Information.

(b) Exceptions. Information will not be deemed Confidential Information under the MSA if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of the MSA by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

2.2 Intellectual Property.

(a) Ownership. Except for the rights expressly granted in the MSA, the MSA does not transfer from Cloud Xpress to Customer any Cloud Xpress Technology, and all right, title and interest in and to Cloud Xpress Technology will remain solely with Cloud Xpress. Except for the rights expressly granted in the MSA, the MSA does not transfer from Customer to Cloud Xpress any Customer Technology, and all right, title and interest in and to Customer Technology will remain solely with Customer. Cloud Xpress and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party.

(b) General Skills and Knowledge. Notwithstanding anything to the contrary in the MSA, Cloud Xpress will not be prohibited or enjoined at any time by Customer from utilizing any skills or knowledge of a general nature acquired during the course of providing the Services, including, without limitation, information publicly known or available or that could reasonably be acquired in similar work performed for another customer of Cloud Xpress.

ARTICLE 3 – CLOUD XPRESS REPRESENTATIONS AND WARRANTIES

3.1 General.

(a) Authority and Performance of Cloud Xpress. Cloud Xpress represents and warrants that (i) it has the legal right and authority to enter into the MSA and perform its obligations under the MSA, and (ii) the performance of its obligations and delivery of the Services to Customer will not violate any applicable U.S. laws or regulations, including OSHA requirements, or cause a breach of any agreements with any third parties. In the event of a breach of the warranties set forth in this Section 3.1(a), Customer's remedy, in addition to any other remedies available at law or in equity, is termination pursuant to Article 8.

3.2 Service Performance Warranty. Cloud Xpress warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

3.3 No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN ARTICLE 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. CLOUD XPRESS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLOUD XPRESS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

3.4 Disclaimer of Actions Caused by or Under the Control of Third Parties. CLOUD XPRESS DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM CLOUD XPRESS'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH CLOUD XPRESS WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CLOUD XPRESS CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CLOUD XPRESS DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

ARTICLE 4 – CUSTOMER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS

4.1 Representations and Warranties of Customer.

(a) Authority and Performance. Customer represents and warrants that (i) it has the legal right and authority to enter into the MSA and perform its obligations under the MSA, and (ii) the performance of its obligations and use of the Services (by Customer, its customers and users) will not violate any applicable laws, regulations or the Acceptable Use Policy or unreasonably interfere with other Cloud Xpress customers' use of Cloud Xpress services.

(b) Breach of Warranties. In the event of any breach of any of the foregoing warranties, in addition to any other remedies available at law or in equity, Cloud Xpress will have the right, in its sole reasonable discretion, to suspend immediately any related Services if deemed reasonably necessary by Cloud Xpress to prevent any harm to Cloud Xpress and its business. Cloud Xpress will provide notice and opportunity to cure if practicable depending on the nature of the breach. Once cured, Cloud Xpress will promptly restore the Services.

4.2 Compliance with Law and Acceptable Use Policy. Customer agrees that it will use the Services only for lawful purposes and in accordance with the MSA. Customer will comply at all times with all applicable laws and regulations and the Acceptable Use Policy, as updated by Cloud Xpress from time to time. Cloud Xpress may change the Acceptable Use Policy upon fifteen (15) days' written notice to Customer. In the event that said change materially and adversely impacts Customer use or ability to use Services hereunder, then Customer may terminate the affected Service without liability upon thirty (30) days written notice to Cloud Xpress. Customer agrees that it has received, read and understands the current version of the Acceptable Use Policy. The Acceptable Use Policy contains restrictions on Customers and Customer's users' online conduct (including prohibitions against unsolicited commercial email). Customer agrees to comply with such restrictions in accordance with the Acceptable Use Policy. Customer acknowledges that Cloud Xpress exercises no control whatsoever over the content of the information passing through Customer's sites and that it is the sole responsibility of Customer to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and the Acceptable Use Policy.

4.3 Accesses and Security. Except with the advanced written consent of Cloud Xpress, Customer's access to the Cloud Xpress Data Center Operation will be limited solely to the Representatives as set forth in a written authorized user list maintained by Cloud Xpress.

4.4 Restrictions on Use of Services. Customer shall not, without the prior written consent of Cloud Xpress, which will not be unreasonably withheld, resell the Services to any third parties.

ARTICLE 5 – INSURANCE

5.1 Cloud Xpress Minimum Levels. Cloud Xpress agrees to keep in full force and effect during the term of the MSA: (i) comprehensive general liability insurance in an amount not less than \$1 million per occurrence for bodily injury and property damage and (ii) workers' compensation insurance in an amount not less than that required by applicable law. Cloud Xpress agrees that it will ensure and be solely responsible for ensuring that its contractors and subcontractors maintain insurance coverage at levels no less than those required by applicable law and customary in Cloud Xpress's and its agents' industries.

5.2 Customer Minimum Levels. In order to provide customers with physical access to facilities operated by Cloud Xpress and equipment owned by third parties, Cloud Xpress is required by its insurers to ensure that each Cloud Xpress customer maintains adequate insurance coverage. Customer agrees to keep in full force and effect during the term of the MSA: (i) comprehensive general liability insurance in an amount not less than \$1 million per occurrence for bodily injury and property damage and (ii) workers compensation insurance in an amount not less than that required by applicable law. Customer agrees that it will ensure and be solely responsible for ensuring that its agents (including contractors and subcontractors) maintain insurance coverage at levels no less than those required by applicable law and customary in Customer's and its agents' industries.

ARTICLE 6 – LIMITATIONS OF LIABILITY

6.1 Personal Injury. EACH REPRESENTATIVE AND ANY OTHER PERSON VISITING A CLOUD XPRESS DATA CENTER OPERATION DOES SO AT ITS OWN RISK. NEITHER PARTY ASSUMES LIABILITY WHATSOEVER FOR ANY HARM TO SUCH PERSONS RESULTING FROM ANY CAUSE OTHER THAN THE PARTY'S NEGLIGENCE OR WILLFUL MISCONDUCT.

6.2 Consequential Damages Waiver. EXCEPT FOR A BREACH OF SECTION 2.1 ("CONFIDENTIAL INFORMATION") OF THE MSA, IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF USE OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN TWO (2) YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST CLOUD XPRESS.

6.3 Limitation of actual damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY ACTUAL DAMAGES IN EXCESS OF SUCH PARTY'S INSURANCE LIMIT AS MANDATED UNDER THIS AGREEMENT.

ARTICLE 7 – INDEMNIFICATION

7.1 Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other or its affiliates alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); (ii) tangible property or personal injury caused by the negligence or willful misconduct of the other party; and (iii) any violation of or failure to comply with the Acceptable Use Policy. Customer will further indemnify, defend and hold Cloud Xpress and its affiliates harmless from and against any and all Losses resulting from or arising out of any Action (i) brought against Cloud Xpress related to Customer's breach of the MSA or any Order Form, exhibit, schedule, or addendum hereto, or (ii) brought against Cloud Xpress, its affiliates or customers alleging any damage or destruction to the Cloud Xpress Data Centers, Cloud Xpress equipment or other customers' equipment caused by the negligence or willful misconduct of Customer, its Representatives or designees.

7.2 Notice. Each party's indemnification obligations under the MSA shall be subject to (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

ARTICLE 8 – TERMINATION

8.1 Termination by Customer For Cause. If Cloud Xpress fails to perform a particular Service under the MSA and does not remedy such failure within thirty (30) days following written notice from Customer, Customer may terminate such Service without any further obligation to Cloud Xpress except for the payment of accrued but unpaid charges. If Cloud Xpress is unable to provide Service for fifteen (15) consecutive days due to a Force Majeure event as defined in Section 9.1, Customer may terminate the affected Service without liability.

8.2 Termination by Customer for Convenience. Customer may, at any time and without cause, terminate any Service upon thirty (30) days written notice to Cloud Xpress, provided the following: (i) if Customer terminates any Service prior to the applicable Service Commencement Date, Customer shall reimburse Cloud Xpress for all costs of implementation of terminated Service; or (ii) if Customer terminates any Service after the applicable Service Commencement Date, Customer shall immediately pay Cloud Xpress (a) all charges for Services previously rendered, and (b) the monthly amount due for the terminated Services times the number of months remaining on the applicable term. Customer acknowledges that Cloud Xpress will suffer damages if a Service is terminated prior to the expiration of the Initial Term or any Renewal Term as the case may be and that the aforementioned payment is a genuine pre-estimate of liquidated damages that Cloud Xpress will suffer and not a penalty.

8.3 Termination by Cloud Xpress. Cloud Xpress may terminate the MSA or any Service with no further liability if (i) Customer fails to make payment as required under the MSA and such failure is uncorrected for ten (10) calendar days following written notice from Cloud Xpress, or (ii) Customer fails to perform any other material obligation under the MSA and does not remedy such failure within thirty (30) days following written notice from Cloud Xpress (hereinafter collectively referred to as "Customer Default"). In the event of a Customer Default, Cloud Xpress shall have the right to: (i) suspend Service to Customer; (ii) cease processing or accepting orders for Service; and/or (iii) terminate the MSA or any Service. If Cloud Xpress terminates the MSA due to a Customer Default, Customer shall remain liable for all charges outlined in Section 10.2 herein. Customer agrees to pay Cloud Xpress's reasonable expenses (including attorney and collection agency fees) incurred in enforcing Cloud Xpress's rights in the event of a Customer Default. It is the express intent and understanding of the parties that, the MSA and Service Orders hereunder being one integrated agreement and not separate, severable contracts, Customer's rights to early termination of any Service is not a right to "reject", on an individual basis, any Service or any Service Order pursuant to federal bankruptcy laws.

8.4 Termination on Expiration of all Services. Either party may terminate the MSA, effective as of the date specified in written notice of termination provided to the other party, if all Services have been terminated in accordance with the General Terms.

8.5 Effect of MSA Termination. Upon the effective date of termination of the MSA:

(a) Cloud Xpress will immediately cease providing the Services;

(b) any and all payment obligations of Customer under the MSA for Services through any applicable term will immediately become due;

(c) within ten (10) days of such termination, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

(d) Customer will pay to Cloud Xpress all expenses incurred by Cloud Xpress to return Customers' Confidential Information, including, but not limited to, labor costs and the cost of storage media.

8.6 Termination Assistance. Notwithstanding the provisions of Section 8.5, upon the termination of the MSA for any reason, Cloud Xpress will provide to Customer such termination assistance relating to the Services, at Cloud Xpress's then current standard rates, as may be reasonably requested in writing by Customer. Cloud Xpress's obligation to provide assistance pursuant to this Section 8.6 is limited to a period of fifteen (15) days (the "Assistance Period"). Customer will pay Cloud Xpress, on the first day of the Assistance Period and as a condition to Cloud Xpress's obligation to provide termination assistance to Customer during the Assistance Period, an amount equal to Cloud Xpress's reasonable estimate of the total amount payable to Cloud Xpress for such termination assistance for the Assistance Period.

8.7 Survival. The following provisions will survive any expiration or termination of the MSA: Articles 1, 2, 6, 7, 8 and 9.

ARTICLE 9 – MISCELLANEOUS PROVISIONS

9.1 Force Majeure. Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the MSA due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Cloud Xpress) (each a “Force Majeure Event”), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

9.2 No Lease. The MSA is a services agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (i) it has been granted only a license to use the Cloud Xpress Data Center Operation in accordance with the MSA; (ii) Customer has not been granted any real property interest in the Cloud Xpress Data Center Operation; and (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances. Notwithstanding the foregoing, Customer acknowledges that Cloud Xpress shall have Warehousemen’s rights on Customer equipment located at Cloud Xpress Data Centers in the event on non-payment or other breach by the Customer.

9.3 Marketing. During the term of the MSA Cloud Xpress shall not publicly refer to Customer orally or in writing without the prior written consent of Customer, however, Customer agrees that Cloud Xpress may refer to Customer in communications with Cloud Xpress’s bankers, accountants, and other service providers to the extent reasonably necessary.

9.4 Government Regulations. Customer will not export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with the MSA without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

9.5 Non-Solicitation. During the Term of the MSA and continuing through the first anniversary of the termination of the MSA, Customer agrees that it will not, and will ensure that its affiliates do not, directly, solicit for employment any persons employed by Cloud Xpress or any other Customers utilizing Cloud Xpress Services.

9.6 No Third Party Beneficiaries. Cloud Xpress and Customer agree that, except as otherwise expressly provided in the MSA, there shall be no third party beneficiaries to the MSA, including but not limited to the insurance providers for either party or the customers of Customer.

9.7 Governing Law; Dispute Resolution. The MSA and the rights and obligations of the parties created hereby will be governed by and construed in accordance with the internal laws of the State of Delaware without regard to its conflict of law rules and specifically excluding from application to the MSA that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to the MSA. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to the MSA, including the existence, validity, interpretation, performance, termination or breach thereof, shall finally be settled by arbitration in accordance with the Arbitration Rules (and if Customer is a non-U.S. entity, the International Arbitration Rules) of the American Arbitration Association (“AAA”). There will be three (3) arbitrators (the “Arbitration Tribunal”), the first of which will be appointed by the claimant in its notice of arbitration, the second of which will be appointed by the respondent within thirty (30) days of the appointment of the first arbitrator and the third of which will be jointly appointed by the party-appointed arbitrators within thirty (30) days thereafter. The language of the arbitration shall be English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each party shall bear its own expenses, but the parties will share equally the expenses of the Arbitration Tribunal and the AAA. The MSA will be enforceable, and any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Baltimore County, Maryland, USA. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for Customer’s failure to pay for Services in accordance with the MSA may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

9.8 Severability. In the event any provision of the MSA is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the MSA will remain in full force and effect.

9.9 Waiver. The waiver of any breach or default of the MSA, or the failure to exercise any right provided for in the MSA, will not constitute a waiver of any subsequent breach, default or right, and will not act to amend or negate the rights of the waiving or non-exercising party.

9.10 Assignment. Customer may assign the MSA in whole as part of a corporate reorganization, consolidation, merger, sale of all or substantially all of its assets, or transaction or series of related transactions that results in the transfer of fifty percent (50%) or more of the outstanding voting power of Customer. Customer may not otherwise assign its rights or delegate its duties under the MSA either in whole

or in part without the prior written consent of Cloud Xpress, and any attempted assignment or delegation without such consent will be void. Cloud Xpress may assign the MSA in whole or part. Cloud Xpress also may delegate the performance of certain Services to third parties, including Cloud Xpress's wholly owned subsidiaries. The MSA will bind and inure to the benefit of each party's successors and permitted assigns.

9.11 Notice. Any notice or communication required or permitted to be given under the MSA may be delivered by hand, deposited with an overnight courier, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party as listed on the Order Form or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered, mailed, or sent, whichever is earlier.

9.12 Relationship of Parties. Cloud Xpress and Customer are independent contractors and the MSA will not establish any relationship of partnership, joint venture, employment, franchise or agency between Cloud Xpress and Customer. Neither Cloud Xpress nor Customer will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in the MSA.

9.13 Article and Section Headings; Pronouns; Plural and Singular. The article and section headings in the MSA are for reference purposes only and shall not affect the meaning or interpretation of the MSA. References in the MSA to a designated "Article" or "Section" refer to an Article or Section of the MSA unless otherwise specifically indicated. All pronouns used in the MSA shall be construed as including both genders and the neuter. All capitalized defined terms used in the MSA are equally applicable to their singular and plural forms.

9.14 Entire Agreement. The MSA, including schedules and all documents incorporated into the MSA by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede all of the prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter of the MSA. Any additional or different terms in any Order Form or other response by Customer shall be deemed objected to by Cloud Xpress without need of further notice of objection, and shall be of no effect or in any way binding upon Cloud Xpress.

9.15 Counterparts and Originals. The MSA may be executed in counterparts, which together shall constitute a single agreement. Delivery by telephonic facsimile or electronic mail transmission of a signed counterpart of the MSA shall be effective as delivery of a manually signed counterpart. Once signed (via digital signature or written signature), any reproduction of the MSA made by reliable means (e.g., photocopy, facsimile) is considered an original.

9.16 Amendments. The MSA may be amended or changed only by a written document signed by authorized representatives of Cloud Xpress and Customer in accordance with this Section 9.16.

9.17 Interpretation of Conflicting Terms. In the event of a conflict between or among the terms in the MSA and any other document made a part hereof, the documents shall control in the following order: the Service Order with the latest date, the MSA and other documents.