



## GENERAL TERMS & CONDITIONS

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Applicable to every service, product or software made available by LuxCloud through the LuxCloud Control Panel (LCP) and/or the LuxCloud Application Programming Interface (API) and/or any other way.

The General Terms and Conditions between LuxCloud and the Partner set forth the conditions under which LuxCloud provisions and delivers LuxCloud Service and ISV Services to the Partner, and specifies the Parties' respective rights and obligations stemming from their contractual relationship.

The LuxCloud Terms and Conditions in its entirety shall consist of: these General Terms of Service, the Specific Terms and Conditions, the ISV Terms and any applicable additional terms of use and/or license pertaining to the LuxCloud Service, the ISV Services, the Infrastructure and the associated software and the service (together, the "LuxCloud Terms and Conditions").

In the event of an inconsistency between a term or condition contained in any document of the LuxCloud Terms and Conditions, including any incorporated attachments, appendices, exhibits or other documents, the order of precedence, from the most to the least controlling, shall be:

- The ISV Terms ;
  
- The Specific Terms and Conditions;
  
- The terms and conditions as agreed between LuxCloud and the Partner for LuxCloud's provision and use of the LuxCloud Service and the ISV Services ("Partner Agreement");
  
- These General Terms of Service; and
  
- Any other terms that may apply.

## Definitions

In addition to the Capitalized terms defined elsewhere in this agreement, the following words and expressions shall have the meanings set forth below:

**Application Programming Interface** or **API** means an Application Programming Interface developed by LuxCloud that enables Partner to connect and interact with the Management Platform without having to use the LCP. For the avoidance of doubt, the use of the API shall be subject to the same terms as the use of the LCP.

**Credentials** mean the Partner's authentication information on the Management Platform and are the user name and the password. Credentials are used by the Partner to identify himself and get access to the Management Platform.

**Credential Owner** means the Partner and the Partner's Staff Members.

**Intellectual Property** means all patents, rights to inventions, utility models, copyright and neighbouring rights (including moral rights), trademarks, service marks, trade, business and domain names, rights in trade dress, rights in goodwill, rights in clientele, trade name, company name and reputation, right to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential and/or proprietary information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Internet Services Vendor** or **ISV** means the software vendor and any third party software contractor of LuxCloud with or through whom LuxCloud makes its software and more generally the Services available to Partner via the Management Platform.

**ISV Services** means the software applications that are provided by the ISV and made available to the Partner through via the Management Platform.

**ISV Terms** means the rules, terms and conditions of use of each ISV Service as detailed in the LCP as well as at the ISV Service applicable location on the Internet or otherwise available to the Partner.

**Loss or Damage** means any direct, indirect, special, incidental or consequential losses, damages, liabilities, claims, costs and/or expenses of any kind whatsoever, including loss profits, loss of revenue, loss of chance, costs incurred to limit any of the foregoing, and reasonable legal fees and expenses.

**LuxCloud Control Panel** or **LCP** means a web interface allowing the Partner to interact with the Management Platform.

**Infrastructure** means the whole LuxCloud technical infrastructure and or the ISV's technical infrastructure (hardware and software) used to provide the Service, as the same may be changed from time to time and on which amongst other, the LCP, the Management Platform and the ISV Service are hosted and managed.

**LuxCloud Service** means the Management Platform, the LCP, the API, the online shop and other services, such as trainings, second level support provided by LuxCloud to Partner.

**LuxCloud Terms and Conditions** means the ISV Terms, the Specific Terms and Conditions, these General Terms of Service and any other terms applicable to the parties, as each may be amended from time to time.

**Management Platform** means the enterprise platform made available by LuxCloud to Partner through which (a) Services may be ordered using Credentials (b) Partner may monitor the status of the orders (c) incidents can be reported and status of reported incidents can be accessed. The use of the Management Platform requests a prior registration and the creation of accounts with personalized Credentials and privileges.

**Partner** shall mean a natural or legal person, company, corporation or any other entity benefiting directly or indirectly from the Service and is responsible for compliance with all the obligations set forth in the LuxCloud Terms and Conditions, including the duty to pay for the LuxCloud Service or ISV Services. For the avoidance of doubt benefiting include but is not limited to ordering, accessing, using and reselling the Service.

**Party or Parties** means the Partner or LuxCloud individually or both collectively.

**Payment** shall mean definitive receipt of the sums due by the Partner on LuxCloud's account.

**Provider** means any party with whom LuxCloud contracts with for the purposes of providing the Services, and includes the ISV.

**Services or Service** means both the LuxCloud Services and ISV Services.

**Service Fee** means the any fees due under this Agreement.

**Service Start Date** means the date from which on, the LuxCloud Service or ISV Service are ready to be used.

**Specific Terms and Conditions** means any applicable additional terms of use and/or license pertaining to the LuxCloud Services, the ISV Services, the Infrastructure or associated software and services.

**Staff Member** means a party's employees, directors and officers as well as any affiliates, such as agents, sub-contractors, accountants, bankers, financial or legal advisors or consultants.

**User Data or User Content:** means any form of content such as video, text files, databases, digital images, audio files and any other form of media stored on or transiting via the Service.

**Web Site** means LuxCloud's web site accessible at the URL [www.luxcloud.com](http://www.luxcloud.com) or any URL indicated by LuxCloud from time to time.

**Working day** means a normal workday within the meaning of both Luxembourg and Singapore law, being a day in Luxembourg and Singapore on which banks are open for business and exclusive of Saturdays, Sundays and legal holidays.

## Interpretation

The headings used in the General Terms of Service are inserted for convenience only and are neither intended to be part of nor to affect the meaning or interpretation of any term of the General Terms of Service.

In the General Terms of Service the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.

The expression "person" means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture.

The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

The General Terms of Service (as varied in accordance with its terms) forms the entire understanding of the parties in respect of the matters dealt within it and supersedes all previous agreements, understandings and negotiations between the parties.

References in these General Terms of Service to:

- the provisions of statutes or statutory instruments are deemed to include those provisions as amended or substituted;
- "writing" or "in writing" includes any method of reproducing words or text in a legible and non-transitory form but, for the avoidance of doubt, shall not include e-mail.

## **General information**

The Partner acknowledges having read and understood these General Terms of Service as well as any document comprising the LuxCloud Terms and Conditions. By placing a Service order, the Partner accepts the LuxCloud Terms and Conditions in their entirety and without reservation, as accessible from time to time on the LuxCloud Service, the LCP or the Web Site. It is the sole responsibility of the Partner to check at regular intervals and in any case before using the LUXCLOUD Service or the ISV Services said LuxCloud Terms and Conditions. The LuxCloud Terms and Conditions shall remain in effect for the entire term of the contractual relationship and any events or circumstances arising thereof.

## **Article 1. Establishment of the contractual relationship**

### **1.1 Service order**

The Partner's request for LuxCloud Service or ISV Services is expressed by the completion of a Service order via the Management Platform. Submission of a Service order to LuxCloud constitutes acceptance of the LuxCloud Terms and Conditions by the Partner in their entirety.

In addition, by submitting the Service order, the Partner implicitly accepts in advance and without reservation the legal, administrative and technical rules and regulations that are applicable to the LuxCloud Service or the ISV Services specified in the LCP.

Notwithstanding the foregoing, if the Partner receives and uses the LuxCloud Service or the ISV Services without a duly executed Service order, the Partner nevertheless shall be deemed to have accepted, and therefore will be bound by, the LuxCloud Terms and Conditions pertaining to the LuxCloud Service or the ISV Services received and used.

## 1.2 Order conclusion

The Service order passed by the Partner (who procures that it has full legal competence to enter into and to perform such contract) through the LCP shall constitute a definitive order upon introduction of the Service order to LuxCloud.

The Partner shall receive a confirmation of receipt of its order within a reasonable delay except insofar as LuxCloud declines to accept such Service order for reasons specified herein or for any other cause deemed reasonable by LuxCloud. The Partner shall be deemed to have received such confirmation pursuant to the provisions herein.

The Partner agrees that performance of the LuxCloud Service or ISV Services shall begin prior to the expiry of the legal withdrawal period, which means that the Partner will not be able to cancel the order after having started to use the relevant LuxCloud Service or ISV Services.

LuxCloud hereby expressly stipulates that for the purposes hereunder, the Partner shall be bound by any natural or legal person that passes a Service order through the LCP using the Partner's Credentials.

## 1.3 Notice

The Partner agrees that proper communication between them and with LuxCloud on a regular basis is essential to a proper use (including passive use) of the LuxCloud Service or ISV Services. Accordingly, the Partner must properly consult and acknowledge any relevant information available on the Website and the LCP.

By way of principle, any communication between the Parties concerning the LuxCloud Service or the ISV Services shall be made through the LCP. Any e-mail, facsimile or other means of communication exchanged between the Parties shall only serve as a reminder, the LCP remaining the only official source of information.

## 1.4 Modification of the LuxCloud Terms and Conditions

LuxCloud may change the LuxCloud Terms and Conditions by posting the amended version on the LCP. Such changes will enter into force five (5) Working days after this notification. In case the Partner does not accept the changes, it may terminate the LuxCloud Terms and Conditions immediately by sending a notice of termination to LuxCloud before such entry into force, in which case such change shall not enter into force until the effective termination of the Agreement.

The continued use of the LuxCloud Service or the ISV Service by the Partner after the entry into force of the LuxCloud Terms and Conditions as amended shall be deemed an acceptance of such change by the Partner.

## Article 2. Acceptable Use

Partner undertakes NOT to directly or indirectly use the Services for any purpose that is unlawful or prohibited by any applicable law or the LuxCloud General Terms and Conditions, or otherwise in any way that could be detrimental to LuxCloud, the Providers, LuxCloud's business, customers or Staff Members, including but not limited:

- 1 to make or facilitate the use of the Services in a way that infringes the Intellectual Property or any other right of a User;
- 2 to perform an unreasonable number of operations in a limited time (“hammering”);
- 3 to use the Services in a way that does not conform to the relevant and up-to-date technical specifications as accessible from time to time on the LCP, or the Web Site..

## Article 3. Services continuity and availability

LuxCloud shall guarantee the continuity of the LuxCloud Service and the ISV Services only pursuant to the limits and conditions specified in the SLA section (if existing) of the Specific Terms and Conditions. In the event that the Specific Terms and Conditions do not include a SLA section with service continuity guaranties, LuxCloud shall act in accordance with the standards applying in the ICT sector but shall not guarantee the continuity of the Service or its performance. LuxCloud does not warrant that the Service will be uninterrupted, error-free or completely secure.

Partner's sole and exclusive remedy, and LuxCloud's sole obligation, for breach of the foregoing warranties shall be for LuxCloud, at its option, to re-perform the defective Service at no cost to the Partner, or, in the event of interruptions caused by a breach of the foregoing warranties, issue the Partner a credit in an amount determined in application of the terms specified in the relevant SLA section of the Specific Terms and Conditions.

LuxCloud may provision the Service from any of its datacentres or through any Providers and may from time to time re-provision the Service from different datacentres or Providers.

The foregoing warranties shall not apply to performance issues or defects (a) caused by factors outside of LuxCloud's reasonable control; (b) that resulted from any actions or inactions of the Partner or any third parties; or (c) that resulted from the Partner's or any third-party's equipment not within the sole control of LuxCloud. LuxCloud reserves the right, in its sole discretion, subject to notification to the Partner through the LCP, to the extent possible or permissible, (i) to deny, cancel, suspend, transfer, alter, modify, correct, amend or change the LuxCloud Service or the ISV Services, or take any other corrective action to protect the integrity and stability of the Infrastructure, the Service (including taking any such action against any malicious code, software or related abusive activity, User Content, and/or (ii) to comply with any applicable laws, regulations, government rules, or requirements, requests or orders from law enforcement or a competent judicial, governmental, supervisory or regulatory body or to avoid any liability, civil or criminal. LuxCloud shall not be liable to the Partner for



any Loss or Damage that may result of such actions.

LuxCloud will update and/or may have to fix unexpected security vulnerabilities and other bugs, and/or to take action in order to improve the usability or performance of the Service. Those actions might provoke unexpected Service unavailability. LuxCloud shall make its best efforts to notify the Partner of potential suspensions arising out of such actions within a reasonable prior delay. Additionally, the LuxCloud shall make its best efforts to limit the suspension period.

If LuxCloud takes any action described under this section, Partner shall not be entitled to a refund of any fees paid in advance prior to such action.

## **Article 4. Support service**

Any request from the Partner for technical second level support shall be communicated to LuxCloud using the LuxCloud trouble ticket system accessible via the LCP.

Unless otherwise agreed between the Parties and specified in the contractual documents entered into by the Parties in the context of LuxCloud's authorized Partner programs, LuxCloud shall provide second level support during Working days and within office hours as mentioned on the LCP or defined in the SLA (if existing). Response times will vary according to the severity level of the reported issues. While providing support services, LuxCloud shall use its best efforts but shall not guarantee any result.

## **Article 5. Partner's Responsibility and Indemnification**

The Partner shall be solely responsible or liable for any Loss or Damage, direct or indirect, that LuxCloud or any third party may suffer, as a result of, partly or entirely, a violation by the Partner of their contractual, legal, statutory, regulatory or administrative obligations, and/or latent defect or dysfunction of the Partner's infrastructure, data or User Content and/or any act, negligence, omission, fault of the Partner, its Staff Members or of anyone to whom the Partner has given, voluntary or not, access to the Partner's infrastructure, data or User Content.

The Partner shall indemnify LuxCloud for all Loss or Damages pointed out in the previous section, including but not limited to all indemnities, attorney's fees and court costs that

LuxCloud could be sentenced to pay as the result of such damages, even if an amicable settlement is reached between the Parties or between an injured third party and a Party.

## **Article 6. LuxCloud's Responsibility**

### **6.1 Loss or Damages**

Even if advised of the possibility of Loss or Damages, LuxCloud shall not be liable, except as

set forth herein, for any losses, alteration or damages, direct or indirect, resulting from: (a) its provisioning of the Service to the Partner; (b) any act or omission of the Partner, the Partner, a Provider, or a third party providing products used in connection with the Service; or (c) the loss or destruction of the Partner's data or User Content resulting from the use of the Service.

## **6.2 Delays**

LuxCloud shall not be liable to the Partner for any Loss or Damage resulting directly or indirectly from its inability to provide the Service, from any service provisioning delay or from any delay in meeting a scheduled Service Start Date. If there is a delay in the Service's set up, the Partner's exclusive remedy is set forth in the LuxCloud Terms and Conditions.

## **6.3 Services, equipment or systems of third parties**

LuxCloud shall not be liable for the unavailability, or deficient performance, of any facilities, services, equipment or systems that are under the control of the Partner or any third party, even if LuxCloud has acted as the Partner's agent in procuring such facilities, services, equipment or systems from third parties, including Providers. The Partner's rights with regard to the unavailability or deficient performance of such facilities, services, equipment or systems not provided by LuxCloud shall be strictly as established by the supplying entity.

## **6.4 Online Services**

The Partner acknowledges and agrees that communications and transactions conducted online may not be secure; that system failures may limit the Partner's access to and use of online services; and that online services are not guaranteed to be error or interruption free. By subscribing to and using the Service, the Partner manifests its acceptance of all the risks associated with the use of online services, specifically, and the Internet, generally.

LUXCLOUD IS NOT LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR THE USER CONTENT AND ANY DATA TRANSFERRED EITHER TO OR FROM THE INFRASTRUCTURE OR PROCESSED THEREON. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY ANY LUXCLOUD'S, PROVIDERS' OR RESELLER'S STAFF MEMBER, WILL CREATE A WARRANTY; NOR MAY THE PARTNER RELY ON ANY SUCH INFORMATION OR ADVICE.

## **6.5 Partner's Failure to Fulfil Obligations**

LuxCloud shall not be liable to the Partner or to any third party for the Partner's failure to fulfil its obligations, including, without limitation (a) obtaining, installing and maintaining all necessary equipment, materials, and supplies for interconnecting the Partner or third-party infrastructure, services, equipment or systems to the Service (b) securing all licenses, permits, approvals, and other arrangements necessary to install, receive, resell and use the Service; (c) ensuring that the Partner's or third-party's infrastructure, services, equipment or systems interface properly with the Service (d) ensuring that the signals delivered to the Service are fully compliant with industry standards and that such signals do not damage LuxCloud's property or Staff Members, or degrade the Service to other Partners.

## 6.6 Misuse of service

LuxCloud shall not be liable for the use, misuse or abuse of the Service by the Partner, the Partner's Staff Members or any third parties. In all instances, the Partner shall be responsible for its infrastructure, facilities, services, equipment or systems interconnected with the Service.

## 6.7 Credentials

Credentials must be kept, changed and used in accordance with the LuxCloud Terms and Conditions.

The Partner is liable for ensuring that the Credentials Owners:

- a. keep their Credentials strictly confidential and do not share with or disclose their Credentials with third parties; and
- b. are informed of, and follow, the rules and security recommendations included in the relevant LuxCloud Terms and Conditions.

LuxCloud shall not be liable for any Loss or Damage arising from the disclosure, even if unauthorized, of Credentials by Credential Owners to any third party (including for the avoidance of doubt to other Credential Owners).

LuxCloud may also, in its sole discretion, suspend by its own decision any Credentials and/or access rights of a Credential Owner (or, where the Credential Owner is a Partner's Staff Member, the Credentials and/or access rights of the Partner) if it has reasons to believe that (i) that Credential Owner does not comply with the LuxCloud Terms and Conditions, (ii) that the Credential Owner represents a threat for the security of the services, the Infrastructure or a third party's infrastructure or data, or that (iii) the Credentials of that Credential Owner have been compromised. In this case, LuxCloud shall use its best efforts to inform the Partner and, in its sole discretion where relevant and appropriate, the concerned Credential Owner within a reasonable delay. LuxCloud shall not be liable for any direct or indirect damages arising from the suspension of any Credentials and/or access rights pursuant to this article.

If the Partner or a Credential Owner believes that any, several or all of the Credentials have been compromised, lost or stolen, the latter should repudiate said Credentials immediately by informing LuxCloud through the LCP or otherwise in accordance with the LuxCloud Terms and Conditions. LuxCloud will then take the necessary steps to ensure that the access to the Services by means of the repudiated Credentials is blocked as soon as reasonably possible. The repudiation will be effective (and the concerned Credentials will be deemed to have been repudiated) as of the time when LuxCloud notifies the Partner of such repudiation.

New Credentials will be provided in a reasonable delay to the concerned Credential Owner, subject to a fee, for future access. In the meantime, LuxCloud shall not be liable for any direct or indirect damages arising from or relating to the unavailability of the Service. LuxCloud shall not be liable for any Loss or Damage arising from the use of the repudiated Credentials prior to the effective repudiation by LuxCloud.

Any instructions, including without limitation Service orders, received by LuxCloud that include the Credential Owners Credentials shall be presumed to have been submitted by the Credential Owner, and accordingly, Partner.

Partner shall be solely liable for any action made with unrepudiated Credentials. LuxCloud is not liable for any account disputes that may arise between various Credential Owners. LuxCloud is not responsible for any changes made to any Service or any information pertaining to any Service by any Credential Owner or third party using unrepudiated Credentials.

## **6.8 Notice of claims and problems**

LuxCloud has no liability or responsibility for the actions of any of the Partners nor on any User Content or data the latter may process or store using the Service or on the Infrastructure.

The Partner shall as soon as reasonably possible notify LuxCloud of any information that might adversely affect LuxCloud, including, but not limited to, notices of any claims or proceedings that involve the Service, and the Partner shall promptly notify LuxCloud of any problem relating to the Service or its performance and reasonably cooperate with LuxCloud in repairing the Service problem.

## **6.9 Third party rights**

While using the Service the Partner shall not infringe third party's Intellectual Property or other rights and shall assume sole responsibility for the consequences of such infringement.

Hence, it shall be the sole responsibility of the Partner to conduct any research, verification or due diligence to ensure that its intended use of the Service does not infringe any third party rights.

The Partner will indemnify and hold LuxCloud harmless (including LuxCloud's attorneys' fees) against any claims, proceedings or actions based on an alleged infringement of a third party's Intellectual Property or other rights.

## **6.10 Signup information**

Incomplete, incorrect or questionable signup information can result in an account being suspended or terminated or NOT being activated. Some accounts may be placed on hold for up to 72 hours, pending review of information received.

## **6.11 Technical compatibility**

Because the Service permit to electronically transmit or upload User Content or data, Partners should be fully responsible for ensuring that such User Content and data are properly backed-up. The Partner is also responsible for ensuring that the User Content or data that is submitted to, stored on, processed or distributed via the LuxCloud Service or the ISV Services are

compatible with the Infrastructure. LuxCloud shall not be responsible for any damages to the User Content, the Partner's infrastructure or data or other damages or any malfunctions or service interruptions caused by any compatibility issue with the Infrastructure.

## **6.12 Intellectual Property**

The Partner hereby grants to LuxCloud a non-exclusive, royalty-free, worldwide right and license on the Partner's data and User Content throughout the term of the contractual relationship to the extent necessary for the performance of the LuxCloud Service and the ISV Services, to digitize, convert, install, upload, select, order, arrange, compile, combine, synchronize, use, reproduce, store, process, retrieve, transmit, distribute, publish, publicly display, publicly perform and hyperlink such items.

Except for the rights expressly granted above, LuxCloud is not acquiring any right, title or interest in or to these items, all of which shall remain solely with the Partner.

## **Article 7. Resource management**

LuxCloud reserves the right to suspend, discontinue or delete the accounts of Partners whose use of disk space, bandwidth or any other resources ("Resources") results in or presents the risk of degradation of service to other customers, regardless of the amount of Resources included in the Partner's plan if existing. In all cases, the Services are intended for normal use only, and any activity that results in excessive usage that is inconsistent with normal usage patterns is strictly prohibited.

The Partner is responsible for complying with any usage requirements or limits for Resources and for monitoring in its sole responsibility such usage to ensure the service does not violate any requirement or exceed any limit allocated to the Service. LuxCloud may notify via the LCP or where LuxCloud deemed this appropriate in its sole discretion, via email or any other communication means Partners who are at or near their utilization limits, but LuxCloud does not take responsibility if the Partner does not receive or read such notification(s). LuxCloud reserves the right to suspend the relevant service.

## **Article 8. Backups**

The Partner is solely responsible for making back-up copies of User Content and data, and generally to take any measure appropriate or necessary to guarantee the continuity of its operations and business. LuxCloud does not maintain backup copies thereof. LuxCloud cannot guarantee that such data and User Content will never be deleted, altered or corrupted.

LuxCloud does not maintain backups of User Content unless specified in the Backup section of the relevant Specific Terms and Conditions. LuxCloud cannot guarantee the accuracy or completeness of any backups, even if mentioned in the Backup section of the relevant Specific Terms and Conditions. LuxCloud will not be liable for any Loss or Damage arising out of an unsuccessful User Content restoration based on such backups.

## Article 9. Monitoring

If LuxCloud learns of a violation of the LuxCloud Terms and Conditions, LuxCloud may, in its sole discretion, take any or all of the following actions, with or without notice as it deems necessary or appropriate in accordance with the severity and duration of the violation:

- Warning the Partner; and/or
- Suspending the offending Partner from the relevant Services; and/or
- Terminating or cancelling, or disconnecting the offending Partner from, the relevant services; and/or
- Imposing fees or charges on the offending Partner's account in accordance with the applicable service contract; and/or
- Removing the offending content; and/or
- Taking other action in accordance with applicable law.

In the event LuxCloud takes corrective action due to a violation of the LuxCloud Terms and Conditions, LuxCloud shall not refund to Partner any fees paid in advance of such corrective action. LuxCloud shall have no liability to the Partner due to any corrective action that LuxCloud may take (including, without limitation, suspension, termination or disconnection of the Service).

## Article 10. Waiver

Any delay or omission in the exercise of a right under the LuxCloud Terms and Conditions shall not be deemed a waiver of this right. A waiver of a right is only valid with written consent of the Party who waives that is signed by a duly authorized representative of this Party.

## Article 11. Survivability

The terms contained in the LuxCloud Terms and Conditions that, by their sense and context, are intended to survive the performances of the parties shall survive the completion of those performances and the LuxCloud Terms and Conditions' termination. These include, without limitation, the making of payments due under the LuxCloud Terms and Conditions.