(page 1)

To:

The Manager of 4U

**Price Proposal for Service Negotiations**

**Data Center**

Date the Proposal was Submitted: July 30, 2020

(page 2)

**BI Data Center Bezeq International Business**

(tiny subtitle is illegible; this letterhead is repeated on every page)

Bezeq International is an integration and IT company and is the leading internet provider in Israel.

The company was established in 1996 as a subsidiary under complete control of Bezeq – The Israeli Telecommunications Company, Ltd. Today the company provides end-to-end solutions.

All clients are provided with unique solutions to meet their needs and are made based on their business. Behind every solution is advanced technology, thinking outside the box, groundbreaking innovation, and the most professional people in the field that drives all of this.

**Among the solutions that this company provides:**

* Integration and complex solutions.
* Data Center & DR
* Cloud Computing
* ICT
* Networking
* Global networks
* Telephony

Characterized by end-to-end solutions, complete tailoring while maintaining business continuity, professional management, and accompanying support 24/7. These are our standards that we live by.

Updated: 03/2019 (added to the footer of every page after)

(page 3)

Bezeq International’s Network of Data Centers

Bezeq International invites you to join thousands of clients in the most advanced and longest-surviving network of Data Centers in the Middle East.

It is possible to receive hosting and connectivity from every one of Bezeq International’s Data Centers in the global network that consists of 11 facilities in Israel and abroad. The network is based on a cable infrastructure under the ocean that belongs to Bezeq International, and the only one that is based on three separate international routes and ensures the most survivability and a quick connection to the internet worldwide.

Bezeq International provides the best hosting environment for differing IT needs, and a variety of services in the area of hosting, virtual servers, cloud solutions, and the widest range of administrated services under the same roof, and proven experience from over 16 years.

**Layout of the facilities in Israel and Abroad:**

**Layout in Israel:** 4 facilities which include an underground DR facility in Tel Aviv, in addition to 3 DC in Petach Tikvah.

**Global layout:** 7 sites around the world in England, Germany, Italy, Cyprus, France, Hong Kong, and the US.

(page 4)

**Our sites include**

* ISO 9001, ISO 27001 – Information security and quality service.
* The only server farm with certification to support PCI DSS as a hosting service provider.
* Compliance with appropriate building standards for our computing rooms, against earthquakes and floods, with fire extinguishing systems and supporting energy systems, etc.
* Compliance with appropriate shutdown and building standards for our computing rooms, against earthquakes and floods, with fire extinguishing systems and supporting energy systems, etc.

**Physical security circuits:** Biometric identification, filter cells, motion sensors, and various locking methods for cages and lockers.

**Logical security circuits:** Collaborative and private information security services:

* Collaborative FW based on Check Point
* Network-Based FW and VDOM services
* IPS/IDS -UTM service
* Environment hardening service
* Arbor service for protection against DDOS attacks
* Scanning and attack prevention services
* Backup and secondary systems for redundancy (N+1 / N+N), A+B feeds, generators and sea UPS.
* Two separate sources for providing electricity from the electric company.
* The underwater cable goes from the Tel Aviv facility to a ring-like network for the worldwide internet routes.
* The structure of all of its systems is inspected regularly by sophisticated and innovative control systems to provide immediate warning of failures.
* The depth of the facility is 5 meters underground and the arrays that support a depth of 10 meters.
* The facility in Tel Aviv is prioritized on a national level by virtue of falling under the guidance of NEMA (The National Emergency Authority).
* The facility falls under the guidance of Shin Bet’s NISA (The Information Security Authority), which includes barbed wire fences and 24/7 security by two security circuits and armed guards.

For a virtual tour of the server farms, go to the link: <http://banner1.bezeqint.net/data_center/DataCenter.html>

**Advanced Electricity and Air Conditioning Systems**

* Dual air conditioning systems from two sources, different chillers and reactors.
* The usage of advanced cooling methods from InRow® which allow modularity in setting up and cooling loads based on client needs.
* Dual buried diesel tanks for a total volume of 60 thousand liters which allow autonomy from electricity to the server farm for 72 hours.
* Backup to the electricity network through dual disconnect systems (UPS), which are backed up by different generators on every leg.
* Locker connections with a dual feed of 32A single/triple phaseal to the locker.

\*Each price quote will be given according to the specific site and its characteristics.

**Advanced Networking Configuration**

* Internal advanced network that is backed up in rates of 100G. Client switches are connected to the Bezek International switches with 10GB dual interfaces and (next word partially cut off in scan).
* Survivability from the facility to the internet kernel through fiber optics and backup DWDM rings.
* Connection to a variety of Bezeq International’s backup communication infrastructures makes quick and continuous service possible.
* Various network services which include an internal built-in backup between the facilities.
* Scalability – Simplicity in increasing bandwidth in the future, based on the demands and needs of the client.
* Advanced DDOS protection which provides high rate filtering.

(page 5)

**A variety of hosting solutions and value-added services that are possible with Data Center**

* **Server hosting, lockers, and cages** – In an inspected, managed, and protected environment, the nearest to BACKBONE of the internet network and the underwater cable.
* **Characterized by complex solutions, establishing projects, migration and full maintenance of IT equipment.**
* **DR solutions** – Hosting in the underground facility that follows the most strict standards in the building, infrastructure, electricity, energy, and computing fields.
* **Virtual services** – Acquisition and regulation of virtual resources under the same roof: Public, private, or hybrid cloud, a blue-and-white cloud within Israel or a public global cloud.
* **Backup and storage services** – Service for storing collaborative information, backup services that are regulated or in the cloud.
* **Regulated DR service** – Disaster recovery and business continuity in Bezeq International’s cloud through a replication solution for Bezeq International’s site without needing to acquire hardware.
* **Regulated services** – Ongoing maintenance and treatment of operating system (Windows, Linux) issues, including for mailboxes, databases, backup and restore, monitoring and addressing problems, updates: The operating system, Security: Hardening and security updates, collaborative maintenance, changes in the llS / Apache, support for DB – Program settings, monitor client interface, hardware under a manufacturer’s warranty, monthly reports, and more.
* **Monitoring and statistical services** – Monitoring, checking, and warning services: Avalon, SMARTER-STAT
* **Defrayment services** – Automated Bank Services (SHVA) and more.

**Advanced backup and regulated services:**

* Varied information security services, backed up and regulated Fire-Wall, collaborative NBFW service.
* ADDOS advanced attack prevention services.
* Possibility of bandwidth interrupters.
* Load balancer systems for balancing loads.
* Administration of client’s collaborative network equipment.
* Storage services.
* Website hosting.

And more value-added services for the client.

**Technical support**

**Basic client support on the server farm (on a 24/7 model) includes:**

* Call center 24/7;
* Reset of client equipment upon request;
* Equipment vitality checks, such as if the equipment is burning – the electricity from a cable / equipment light bulbs burn;
* Initial assistance with installing equipment in the client’s locker (at the time of the initial installation);
* Assistance in wiring the electricity and communications in the event that the need arises when equipment is added or exchanged;
* Assistance in connecting the communications cart from the server farm to the client’s equipment;
* Reception and identification of the client at the time of approach and entrance to the site;
* Locking and opening the client’s locker (upon client request);
* Access to Bezeq International’s dedicated internet site for coordinating visits and submitting errors.

(The next line is cut off on the scan, showing only the bottom half of each word – It says something about the client’s approval and CACE of Bezeq International)

(page 6)

Webhosting – Jaffa

**Ordering services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service** | **Details** | **Monthly Price** | **One-Time Payment / Installation\*** |
|  | Hosting half of a locker | (Price crossed out) | (No price shown) |
| Electricity: | Consumption quota of 1.84 KW  **-For every 1 KW beyond the quota a payment of 640 shekels** | (Price crossed out) | (No price shown) |
| Bandwidth: | -Bandwidth of 10Mbps for the internet network  -Interruption up to M20 | (Price crossed out) | (No price shown) |
| Infrastructure link between Jaffa compound and Shacham | G1 volume – Replaces 500 MB line | (Price crossed out) | (No price shown) |
| **Total payment for the client** |  | (Price crossed out) | (No price shown) |

\*None of the prices include tax

\*\*Installation services vary based on client characteristics and which products are purchased

Minimal obligatory period for receiving the services \_ 12 months X 24 months \_ 36 months

Name of authorized signatory: \_\_\_\_\_\_\_\_\_\_ Signature and signer: Manager of 4U, Ltd. Private company 51-3284810

(page 7)

**General conditions**

1. Prices do not include tax.
2. The payment will be processed under current terms + 30 days from the invoice date.
3. During the relationship period Bezeq International will be entitled to update the service rates from time to time, based on its discretion, with such updates occurring no more than once every six months and the rate will not increase more than 5% each time.
4. The consideration will be linked to the consumer price index as it is published by the Israel Central Bureau of Statistics.
5. To clarify, the electricity provided as part of the services is conditional on a separate payment and is not included in the monthly payment for the hosting services. The total charge for the electricity will be collected based on actual power consumption by the client (based on client power consumption measurements by Bezeq International’s systems), according to the prices in the general rates list of the electric company (as they change from time to time), and with an addition of 80% for auxiliary power consumption.
6. Abuse of the bandwidth by the client (including burst bandwidth, if it is included in the client order) at his disposal according to the aforementioned details of this proposal, the bandwidth supplying service will be cut off completely from the client [this sentence is unclear, due to a typo or missing words].
7. Weight limits: In the instance that the hosting services are possible in the configuration of a cage, the weight of each locker and installed equipment inside of it will not weigh more than 570 kilograms. If the hosting services are in a locker, the weight of the installed equipment in each locker will not weigh more than 400 kilograms. Any exception to these weight limits depends upon approval from Bezeqint International.
8. This proposal relates to server hosting only. Advanced solutions, including the installation of cages, will be provided depending on a special price proposal in everything related to installation, infrastructure, electricity, lockers, air conditioning, location, etc.
9. Bezeq International will not be responsible for client equipment failures if that client equipment is connected using a single power supply or is not connected properly to the two provided backup feeds in the client locker, or in any instance in which the client does not follow the directions from the server farm staff.
10. This proposal and the actual setup of the services are subject to technological and operational approvals of the engineering department and the technological operating teams in Bezeq International’s server farms.
11. In the event that this relationship is terminated by the client, before the contract has ended (as long as there is one), the client will pay an agreed upon fee of 100% of the value that is due to Bezeq International for the remainder of the contract period.
12. The client declares and confirms that the services are provided as is, and that he will be given the possibility to check the services (including the process of installation services, the conditions they are kept under at the server farm, and the connecting of the servers to electricity feeds), before he decides to establish a relationship with Bezeq International in accordance with this price proposal and that there will not be any claim, lawsuit, or demand toward Bezeq International for the services according to this agreement and/or their suitability for a certain need. Bezeq International does not make any representations that the services will be provided without interruption, on time, in conjunction with other services that the client uses (that are not provided by Bezeq International), or without errors, defects, or mistakes.
13. Bezeq International shall not be held liable for indirect, incidental, consequential, or punitive damages that may happen to the client with regards to services, including the loss of work and business, loss of earnings, work breaks and interruptions, the failure and/or loss of information, damage to reputation, or any other money-related loss or damage, and the total liability amount to Bezeq International for direct damages according to this agreement and/or for direct damages arising from the services and/or the equipment provided along with this agreement will not be more than the rate the client actually paid to Bezeq International for these services over the six months that preceded the instance of damages, or the amount of 15,000 shekels, whichever is lower. The client declares and confirms, that this limitation of liability is the result of a division of risks between the parties, and that it is reasonable and acceptable given the terms of the contract and its amount.
14. The client is obligated to arrange and maintain – With an authorized insurance company in Israel at his own expense, during the entire period of the relationship – An insurance policy, that includes employers' liability insurance and insures the facilities, equipment, and acquisitions of the client and the responsibility of the client toward a third party, as laid out below:
    1. Property insurance: To insure the client’s facilities and equipment, and every other acquisition brought to the server farms by or for the client with all of their value, against loss or damage due to dangers accepted by the extended fire insurance as well as consequential loss insurance that insures against a loss of gross profit for the client, with an included clause according to which the insurer waives the right to be replaced in regards to Bezeq International and those on its behalf as well as for the benefit of other customers in the server farm, which have a corresponding clause included in their property insurance, on the matter of forfeiting the right of replacement toward the customer. However, the forfeiting will not benefit a person that caused damage maliciously.

(page 8)

* 1. Third party liability insurance: To insure the liability of the client according to law, for bodily injury or property damage that may be caused to a person’s property or group whatsoever, within the limit of liability of at least 1,000,000 shekels. The insurance shall be extended to indemnify Bezeq International, for any liability that may be imposed on it, following the action and/or neglect of a client and/or those on his behalf, and this is subject to the cross-liability clause according to which the insurance is considered to have been arranged separately for each of the insured's individuals.
  2. Employer’s liability insurance: To insure the liability of the client towards his employees, for bodily injury and/or work-related illness which may happen to any of them while and due to their work on and around the server farm, at a liability limit of 1,000,000 shekels, for the case and cumulatively according to the policy. The insurance shall be extended to indemnify Bezeq International as claimed, in the event of a work accident and/or any work-related illness, that it is any employer responsibility whatsoever, towards any of the client’s employees.
  3. The client exempts Bezeq International and/or those on its behalf as well as its other clients, which in agreements grant them rights on the server farm include a corresponding exemption towards the client, from liability for damage for which he is entitled to indemnification according to the arranged insurances mentioned previously, or would have been entitled to indemnification for it without the deductibles specified in the policies, lack of insurance or breach of policy terms. However, the exemption from liability cannot benefit a person who has caused malicious damage.

1. This proposal is subject to the general terms of the hosting service, the administration and sale/rent of servers and accompanying equipment and the relationship agreement for internet services, Bezeq International’s international and domestic telephony, published on the company website, at the address: <https://www.bezeqint.net>, as they are periodically updated, and that constitute an inseparable part of this proposal. As such, this price proposal is subject to the approval of Bezeq International’s authorized signatories, based on its internal procedures as they periodically develop.

Name of authorized signatory: \_\_\_\_\_ Signature and signer: Manager of 4U, Ltd. Private company 51-3284810

The details of this proposal must be kept private.

Validity of the proposal – 30 days from the day it was produced.

At your service at all times.

Amir Bishara

Manager of business clients

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