

**Qu Data Centres
("Company")**

IP POLICY

INTERNET PROTOCOL ("IP") addresses allocated to customers of the Company ("**Customer/s**") are the property of ARIN (American Registry of Internet Numbers) and its successors (ARIN) and are allocated by the Company pursuant to rules and guidelines promulgated by ARIN (as established under the authority of the Internet Assigned Number Authority) and this Policy, for no longer than the duration of the Customer's service agreement with the Company (collectively "**IP Addresses**"). Each Customer acknowledges that the IP Addresses made available to it are the property of ARIN, and as such the Customer acknowledges it has no rights of ownership in and to the IP Addresses.

IP Addresses allocated by the Company are available as part of certain services provisioned by the Company for Customers ("**Services**"). Any Customer who is eligible for its own assignment of IP addresses from ARIN is responsible for making its own application for such assignment and may not be eligible for an IP address allocation from the Company. Any Customer who has been allocated IP Addresses by the Company and who subsequently becomes eligible for its own assignment of IP addresses from ARIN may be required by ARIN to make an application to ARIN for assignment of its own IP addresses.

Any Customer making use of IP Addresses allocated to it by the Company and who subsequently receives its own assignment of IP addresses of an equivalent or larger allotment from ARIN or in any other manner, may be required by ARIN to release some or all of the IP Addresses allocated to it by the Company and renumber from its subsequently acquired IP addresses according to the following schedule:

1. return a minimum of 1/3rd (33%) of its IP Addresses within 3 months of receiving its assignment of IP addresses from ARIN;
2. return 2/3rd (66%) of the remaining IP Addresses within 6 months of receiving its assignment of IP addresses from ARIN; and
3. return 100% of all IP Addresses to the Company within 9 months of receiving its assignment of IP addresses from ARIN.

Where the Customer's assignment from ARIN is less than its Company granted IP Address allotment, the Customer may be required by ARIN to release and renumber as set out above, but only up to the number of IP Addresses received from ARIN.

Notwithstanding the above, in the event the Customer is in breach of any agreement with the Company and the Customer's Service has been suspended, any IP Addresses allocated to it by the Company will be invalidated in conjunction with such suspension until such breach has been remedied to the satisfaction of the Company and the Customer's Service has been restored. The Company does not make any representation or warranty that identical IP Addresses will be reallocated to the Customer in such circumstances.



In the event the Customer and the Company agree to a temporary allocation of IP Addresses, such IP Addresses will be invalidated by the Company upon the agreed termination date and without any further notification to the Customer. It is the Customer's sole responsibility to prepare for such invalidation. No extensions or continuances will be made.

Customers are required to maintain accurate and up-to-date IN-ADDR (reverse DNS) records detailing the usage of their IP Addresses. The Company reserves the right to invalidate any allocation of IP Addresses once it determines there are no IN-ADDR records for such IP Addresses.

Customers who reallocate IP Addresses to their own downstream clients remain responsible for the terms and conditions set out herein, including but not limited to ensuring that such downstream clients maintain accurate IN-ADDR records and that the Company be able to access such records at its reasonable convenience.

In addition to the above, IP Addresses are allocated on the basis of the Customer's immediate utilization rates and as per ARIN's rules for IP utilization at www.arin.net. ARIN reserves the right to invalidate the allocation of IP Addresses which are not utilized by the Customer within the first three (3) months of such allocation. ARIN also reserves the right to reduce the IP Addresses allocated to a Customer if such allocation is underutilized or ineffectively used by the Customer or the Customer's use is not in compliance with www.arin.net rules.

All allocations of IP Addresses are subject to audit and verification by any reasonable means deemed appropriate by the Company. If any allocation of IP Addresses is found to have been based on false information, the Company may invalidate the allocation.

An agreement of service between the Customer and the Company does not ensure allocation of any specific allotment of IP Addresses by the Company to the Customer.

Where a Customer purchases the shares or assets of another entity or otherwise merges or creates a joint relationship with such other entity, it will be in the Company's sole discretion, with regard to utilization, need and the other factors discussed in this Policy, whether to invalidate any IP Addresses and how many such IP Addresses are to be invalidated.