

## [ Standard Terms and Conditions ]

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These standard terms and conditions ("STC") apply to all services provided to the Client by Arkadin Ltd and its Affiliates (collectively referred to as "Arkadin") and to any equipment sold by Arkadin in consideration of payment based on the charges and fulfillment of the specific conditions set out in the service order form signed by the Client (herein after referred to as the "SOF").

The contract (herein after referred to as the "Contract") comprises (i) each SOF and applicable terms set out therein; (ii) the Standard Terms and Conditions ("STC"); and (iii) any applicable Arkadin or Partner's additional terms and conditions of use and/or equipment sale specific terms as the case may be (herein after referred to as the "Specific Terms of Use" or "STU").

"Affiliate" refers to, now or in the future, any other entity that (i) directly controls; (ii) is under common Control with; or (iii) is controlled by Arkadin or the Client. An entity shall be considered as controlling another entity if it owns, or controls, at least fifty (50) percent of the voting stock or other ownership interest of the other entity.

"Client" refers to the entity signatory of the Contract.

"Client Data" means data and information (including personal data) (i) transferred from Client and User to Arkadin and its Partners for the supply of Services; (ii) gathered by Arkadin and its Partners, for the supply of Services.

"Content" refers to (a) the content of the conversations, virtual event, audio, web or video conferences of any kind and on any medium (i) shared or transferred by the Users; (ii) recorded at the request of the Moderator or the Client, or (iii) downloaded by the Users in connection with the use of the Services; (b) any medium of any kind provided by a User for the performance of the Services; or (c) where applicable, the emails and all electronic documents attached thereto regardless of their format.

"Effective Date" refers to the date of signature by the party that last signs the Contract.

"Intellectual Property" refers to all intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection in the world, including, copyrights, know-how rights, trade secrets rights, graphics rights, logos rights, patent and trade names and trademarks, as well as software, data base and domain names, whether or not registered or registrable, updates, upgrades, improvements, enhancements, modifications, configurations, extensions, and derivative works of any of the foregoing, notwithstanding any other provision in the Contract and the right to apply for the registration of such rights, and whether existing in Europe or otherwise.

"Partner" refers to company which (i) provides to Arkadin technical solutions that Arkadin integrates in the Services; and/or (ii) authorizes Arkadin to resell its products and solutions; and/or (iii) provides to Arkadin and/or its Clients access to its platform.

"Services" refers to the services developed by Arkadin (hereinafter referred to as "Arkadin's Proprietary Services") and the services developed or supplied by Partners (hereinafter referred to as "Arkadin's Non-Proprietary Services") and any additional service ordered by the Client.

"Services Charges" refers to (i) all recurring charges including measured and usage-based charges or flat fees and non-recurring charges of the Services which may include Service installation, activation charges, any charges of the equipment provided as part of—or in connection with—the Services and any other charges set forth in the applicable SOF (hereinafter referred to as "Client Rate"); and (ii) the standard charges, as the case may be (hereinafter referred to as "Standard Charges"). Standard Charges are available at the following URL:

<http://terms.arkadin.com/Standard-Charges-V2-GB.pdf>

"User(s)" refers to (i) the Client and/or any natural person or video room conference system, which holds an account (the "Moderator"); (ii) the Client account administrator; and (iii) any natural person who participates in the conference or a "virtual event" (the "Participant"). The Client acknowledges and agrees that i) Arkadin is its sole direct contracting party; and ii) this Contract does not give the Client any direct and automatic claim against Arkadin's Partners.

### 1. Creation of Contract

The Contract shall form the entire agreement between the parties, and supersedes any previous contract, agreement or any oral or written statement relating to the Services. If there is inconsistency between the STU, STC and SOF, the inconsistency will be resolved in the following descending order of preference: (a) STU; (b) STC; and (c) SOF. By signing the SOF, the Client agrees and acknowledges that the Client has read and accepted the STC and the STU attached hereto.

The Contract shall not be modified or amended except in writing signed by the duly authorized representatives of both parties. Any additional User account creation or any additional licenses order (on the same pricing conditions), subscribed by Client after the Effective Date shall be subject to the same terms and conditions set forth in the Contract unless otherwise agreed by the parties.

### 2. Charges, Invoicing and Methods of Payment

**2.1 Charges.** The Client shall pay the Services Charges as set out in the SOF or in a superseding quotation duly accepted by the Client. Client shall be also responsible for any taxes and regulatory fees which may apply to the Services or equipment sale (including by not limited to any state and local taxes, other governmental fees or charges imposed by tax and government authority), and customs duties if applicable. If Client claims tax exemption, Client shall provide Arkadin with a current, valid exemption certificate from the relevant tax authority.

In the event that (i) any regulatory agency, legislative body or court creates or imposes regulations, laws or other requirements relating to the Services and equipment, (ii) a third party provider (including Partners) changes tariffs, that result in a significant increase in the costs incurred by Arkadin in providing the Services, Arkadin may increase Client Rate in the same proportion to the increase in Arkadin's costs. Arkadin will give the Client at least thirty (30) days' notice in writing of such increase (except for clause (i) for which Arkadin may shorten this notice period to seven (7) days). The Client will however have the right to terminate the part of the Services affected by the increase as of the date of the implementation of the new charges, without any penalty, by giving Arkadin a written notice within thirty (30) days from the date of receipt of the notice letter from Arkadin. The termination will be effective as of the date of new price list implementation.

**2.2 Invoicing.** Unless otherwise mentioned in the SOF, the Client will receive electronic invoices in GBP (i) at the end of each month for the Services rendered; (ii) yearly in advance if the subscription of the licenses requires to be prepaid in advance; (iii) on dispatch for equipment sale; (iv) upon the completion of any additional Services, whichever is applicable.

**2.3 Methods of payment.** Unless otherwise specified in the SOF, the Client shall pay the invoices within thirty (30) days from the date of the invoice by automatic direct debit payment. Early payment shall not give rise to any discounts on the amount invoiced. Any invoice not disputed within thirty (30) days of the date of the invoice, shall be considered to have been accepted by the Client.

Client shall not be entitled to (i) raise objections to delay the payment of any amount due to Arkadin under this Contract; (ii) set off, deduct or otherwise withhold any amount due to Arkadin under this Contract.

The Client shall pay any bank transfer fees related to the payment of the Services and/or equipment.

2.4 Any variation on the above invoicing or payment methods requested by the Client may be subject to additional fees which Arkadin will inform the Client of in advance.

2.5 Furthermore, overdue balances shall be subject to i) a service charge at the rate set out in the SOF, or at the rate set by the Bank of England, plus eight (8) percentage points per month, on the amount due on each unpaid invoice and accruing on a daily basis until the payment is made; and ii) a lump sum of £40 as compensation for recovery cost according to pursuant to the commercial debts Act 1998 amended by the commercial debts regulations 2013. Arkadin is entitled to require the payment for any additional expenses, fees or costs incurred by Arkadin in the recovery or collection of any amounts due by the Client under this Contract if these are higher than the lump sum stated in ii).

### 3. Term

3.1 Unless otherwise stated in the SOF, the initial period of the Contract shall commence on the date when the Services are made available to Client for use and shall continue for a period of one (1) year ("Initial Period"). After the Initial Period, the Contract shall automatically renew from year to year ("Renewal Period") unless one party gives written notice of termination at least three (3) months prior to the end of the Initial or Renewal Period.

3.2 In the event of license subscription by the Client, term and renewal conditions of the licenses shall be specified in the SOF. Should the SOF contain no specific term or renewal term, the license shall be valid for one (1) year from the Services setting up date ("License Initial Term") and shall be automatically renewed for additional one (1) year periods ("License Renewal Term") unless one party gives written notice to the other at least three (3) months prior to the end of the License Initial Term or License Renewal Term of its intention to terminate the license.

### 4. Client's Obligations

The Client:

4.1 undertakes to provide Arkadin within the agreed deadlines, with all information necessary to supply the Services and to update such information in writing (including without limitation, any change of address). The Client shall be solely responsible for any consequences caused by failure or delay in providing or updating such information.

4.2 shall be responsible for (i) ensuring that its own systems and equipment comply with the technical requirements as notified by Arkadin which are necessary to use the Services/equipment; (ii) protecting itself from the risk of losing data, files and programs by making regular backups and using antivirus software which is updated regularly; and (iii) implementing a rigorous internal password management policy.

4.3 undertakes to keep all access numbers, passwords and personal identification numbers used in connection with the Services confidential, prevent unauthorized access thereto and generally safeguard such information to ensure that there is no unauthorized use of the Services.

4.4 shall be responsible for (i) the use of the Services and/or equipment by the Users; and (ii) the Content and its use by the Users.

4.5 shall indemnify, defend and hold Arkadin, Arkadin's officers, directors, employees, contractors and other agents ("Arkadin's Representatives"), harmless from and against any and all (a) claims, damages, liabilities and expenses (including reasonable legal fees, costs and expenses) suffered or incurred by Arkadin and Arkadin's Representatives and all (b) claims, damages, liabilities, amounts and expenses which Arkadin has indemnified the Partners against; arising out of or related to: (i) the misuse of the Services by the Users including use which is illegal, immoral, fraudulent or beyond the scope of the Contract; (ii) the Content and its use by the Users; (iii) Client Data; and (iv) Users' infringement of any Intellectual Property Rights of Arkadin or of any other third parties caused by the use of the Services by any Users.

The Client is solely liable for any services or software which is not provided by Arkadin and/or its representatives and which are integrated to the Services under the Contract. Arkadin shall not have responsibility or liability whatsoever arising, in full or in part, from any third party software or services integration not provided by Arkadin under the Contract.

### 5. Arkadin's Obligations

5.1 Arkadin provides the Services and performs its obligations with reasonable care and skill in accordance with the standards which are normally provided by a skilled professional firm which performs similar services to those provided under this Contract.

5.2 The Client recognizes that provision of the Services depends on (i) the reliability, availability and continuity of connections with third parties (such as telecom carriers, public internet, Client's equipment, etc.) and (ii) accuracy and integrity of information communicated by the Client. Arkadin cannot be held liable for a Service interruption or delay outside of Arkadin's or its Partners' control. Arkadin may be required to suspend Services to enable maintenance, improvement and upgrading operations to be conducted or in case of scheduled maintenance or maintenance in response to emergency.

5.3 Arkadin will use its reasonable endeavors to inform the Client of the causes and the estimated duration of the suspension. The Client shall forthwith inform the Users of any suspension of the Services. During the suspension period, the Client and Arkadin will use their best endeavors to minimize any inconvenience caused by such suspension of the Services.

5.4 Arkadin may provide updates of the Services subject to additional terms and conditions (if applicable) that the Client has agreed.

## 6. Force Majeure

In an event of force majeure, the affected party shall notify in writing the other party as soon as practicable. Neither party shall be in breach of this Contract, nor liable for any failure or delay in performance of any obligations under this Contract arising from or attributable to force majeure, which shall include, but not be limited to, events that are unpredictable, unforeseeable or irresistible, such as any severe weather, earthquake, fire, epidemic, acts of terrorism, biological warfare, outbreak of military or civil hostilities, explosions, strikes or other labor unrest, sabotage, any law, order or requirement of any governmental agency or authorities or interruption of service due to telecom carriers events.

Only the material or geographical part of the Contract affected by the event of force majeure shall be suspended during such event. During the suspension period, the parties will use their best efforts to limit the duration and the consequences of such event. If the force majeure lasts for more than thirty (30) days, the parties undertake to negotiate in good faith a contract adjustment. If it becomes impossible to continue the performance of the Contract, each party will be entitled to terminate the Contract by sending a written notice to the other party.

## 7. Termination and suspension

### 7.1 Termination

#### 7.1.1 Causes of the termination

Without prejudice to any other rights or remedies to which the parties may be entitled pursuant to this Contract or the law, each party, may:

- a) terminate the Contract if the other party commits a material breach of the Contract provided that if the breach is capable of remedy, such other party does not remedy the breach within thirty (30) days after receiving a written notification by the non-breaching party to remedy such breach.
- b) immediately terminate the Contract if (i) a receiver or administrator is appointed over the other party or its assets or if the other party is declared bankrupt, placed under liquidation or is subject of similar proceedings under laws of any jurisdiction or (ii) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- c) terminate the Contract for force majeure in accordance with Article 6.
- d) terminate immediately the Contract if the Users fail to comply with the obligations mentioned in Article 12.7.

#### 7.1.2 Effect of termination

On termination of the Contract for any reason, the Client shall immediately pay Arkadin (i) any fees and charges mentioned in the article 2 and outstanding for the Services provided prior to the effective date of the termination; (ii) for the Services ordered for a subscription period, the remaining balance of all fixed subscription fees until the end of the subscription period specified in the SOF unless the Contract is terminated due to a material breach by Arkadin or its Partners; (iii) to the extent applicable, the remaining balance of the minimum commitment as mentioned in this Contract that would have become due during the remaining period of the Initial Period or the Renewal Period, and (iv) to the extent applicable, prices for equipment ordered by the Client in accordance with the equipment sale Specific Terms of Use.

Client shall immediately cease using the Services and undertakes to ensure that Users cease use of the Services.

### 7.2 Services Suspension

Arkadin may suspend Users' use of any Service if such use is determined by Arkadin, in its sole but reasonable discretion, to be (i) in violation of the terms of the Contract (including in case of non-payment on the due date) or the applicable law or any policy provided or made available to Client in writing; (ii) resulting in a degradation of the Service; (iii) otherwise damaging or likely to damage the rights or property of Arkadin or its Partners, until such time as such violation, degradation, or damage has been remedied.

Arkadin shall provide notice of such violations or defaults prior to exercising its right of suspension except in case of emergency, or such notice is legally prohibited or commercially impracticable.

Furthermore, Arkadin reserves the right, in its sole but reasonable discretion, to delete, remove or block access to, all or part of any Content that may violate or infringe the applicable law, the service use policy, or any third party rights, or otherwise exposes or potentially exposes Arkadin to civil or criminal liability. Suspension will not relieve Client of its obligation to pay the Service Charges or other fees or amounts payable under the Contract. In the event that the Services are reconnected, Client may also be required to pay a re-connection fee except in case of suspension due to a force majeure event or maintenance. Arkadin shall not be responsible for the damages arising from the Service suspension under this article.

## 8. Confidentiality and Privacy

### 8.1 Confidentiality

8.1.1 During the post contractual and pre contractual periods and during the performance of the Contract, each

party undertakes to keep strictly confidential any information regarding the other party or its Affiliates, Partners, suppliers and subcontractors that they may have mutually exchanged, including, but not limited to trade secrets, network and infrastructure information, traffic volume, software plans or any other product or projects in development, services, marketing or business plans, financial information, all documents, access information for the Services and passwords or any other information which may promote the interests of Arkadin's competitors, as well as any information which are by nature confidential (hereinafter referred as to the "Confidential Information").

8.1.2 Each party undertakes to hold such Confidential Information of the other party in strict confidence and shall not disclose it during the Contract term and for a period of three (3) years after the end of the Contract, except for any Confidential Information which: (a) was generally available or known to the public; (b) was already in possession of a party prior to disclosure under the Contract; (c) has been independently developed by such party; or (d) was lawfully disclosed by or to a third party.

8.1.3 In the event that the recipient of the Confidential Information is required to disclose the Confidential Information by any court order or by any governmental authority, the recipient takes the necessary steps to inform, to the extent permitted by law, the disclosing party of such request. The Confidential Information of each party shall be safeguarded by the other party to the same extent that it safeguards its own confidential information relating to its own business.

8.1.4 During the performance of the Services, each party agrees to limit access to such Confidential Information on a "need-to-know" basis only to employees, consultants, authorized subcontractors, Affiliates, agents, Partners or representatives who shall comply with the confidentiality obligations under this Contract and are duly informed of the confidential nature of the Confidential Information.

8.1.5 Neither party shall disclose any information to a third party (except those listed in the paragraph above) without the prior written approval of the other party.

8.1.6 Neither party will disclose the terms of the Contract to any third party without the consent of the other party, except as required by securities or other applicable laws. Notwithstanding the above provisions, each party may disclose the terms of the Contract (i) in confidence, to accountants, auditors, banks, and financing sources and their advisors; (iii) in confidence, in connection with the enforcement of the Contract or rights under the Contract; or (iv) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like. The recipient shall be responsible for the use of the Confidential Information by its agents, employees, consultants, and authorized subcontractors, Affiliates, Partners, authorized agents or representatives who have access to the Confidential Information.

On termination of the Contract, the recipient shall immediately return the Confidential Information upon receipt of written request by the disclosing party or certify that such information has been destroyed pursuant to the disclosing party's request. Nevertheless, each party is entitled to retain a copy of the Confidential Information for use for recordkeeping and compliance purposes or where otherwise required to be retained by law.

## **8.2 Personal Data Protection**

Arkadin's Data Processing Agreement for Services ("DPA"), available in Schedule 1 of the Contract, describes the parties' respective roles and obligations for the processing and control of Personal Data (as that term is defined in the Data Processing Agreement) that Client provides to Arkadin as part of the Services. By signing the Contract, each party undertakes to comply with the terms and condition of the DPA.

## **9. Liability**

9.1 The liability of each party is defined in the Specific Terms of Use applicable to the Services and/or equipment ordered.

9.2 For the sake of clarity, nothing in this Contract excludes or limits the liability of one party (i) for death or personal injury; (ii) for fraud or fraudulent representation or (iii) for any other liability which cannot be excluded or limited by law.

9.3 Unless otherwise stated in the STU and subject to the clause 9.2, to the fullest extent permitted by law, notwithstanding any provisions to the contrary and whether caused by breach of warranty, breach of contract, tort (including negligence) or any other legal or equitable cause of action, even if the Client is apprised of the likelihood of such damages occurring, in no event will Arkadin and its Partners be liable for (i) consequential, incidental, special, punitive or exemplary damages (ii) loss of profit, revenue, contracts or goodwill; or (iii) loss or corruption of data or information; or (iv) any degradation which occurs in relation to the network or associated software or client's hardware: whether or not that Client was advised in advance of the possibility of such loss or damage.

9.4 Unless otherwise stated in the STU and subject to the clauses 9.2 and 9.3, Arkadin and Arkadin Representative's maximum aggregate liability in contract (including warranty claims and service credits), tort (including negligence or breach of statutory duty), misrepresentation, restitution or any other legal theory for damages arising out of or relating to this Contract shall not exceed (i) for the Services invoiced on a fixed subscription and/or per minute basis, to the equivalent of three (3) times the monthly average of the sums invoiced to the Client by Arkadin in respect of the Services that gave rise to the damage from the Effective Date of the Contract until the date of the event giving rise to the damage; or (ii) for the Services invoiced per service performance, to the fixed amount, excluding any applicable taxes, governmental fees and VAT, invoiced by Arkadin for such Service that gave rise to the damage. This is an overall limit and not a limit per incident.

9.5 The parties understand that the price agreed in the Contract reflects the allocation of the risk as negotiated between the parties. In addition to the foregoing, the parties agree that the limitation of their respective liabilities as set out in this clause 9 are essential and material terms of the Contract and the parties would not have concluded this Contract in the absence of such provisions.

## **10. Intellectual Property**

Subject to the Client's prior authorization granted in writing, Arkadin may reference the names, trademarks and corporate logos of the Client on marketing literature, website, commercial representations and in any list of Client references.

## **11. Assignment and Sub-contracting**

Each party may assign or transfer any of its rights or obligations under the Contract, in whole or in part, with the written consent of the other party. Notwithstanding the foregoing, each party may assign this Contract to (i) its Affiliates, and (ii) an entity in which the assigning party may be merged or consolidated, or which purchases all or substantially all assets or equity interest of the assigning party.

The assignee or transferee will assume all of the rights and obligations of the assignor or transferor under the Contract and will be deemed the signatory of the Contract without any further Contract changes or amendment.

This clause shall not be construed as limiting Arkadin's right to use subcontractors provided that Arkadin shall obtain the Client's prior consent for such subcontracting and remain liable for any such Services provided by a subcontractor.

## **12. General**

12.1 Failure by a party to enforce any clause of the Contract, whether temporarily or permanently, shall under no circumstance be construed as a waiver of the rights of such party under the clause.

12.2 Each party warrants that it has the necessary rights, licenses and permissions to enter into the Contract and perform its obligations provided for therein.

12.3 If any provision of the Contract for any reason is found to be invalid, such invalidity shall not affect any other provisions of the Contract. The parties will replace any unenforceable provision with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

12.4 It is understood and agreed that each party is an independent contractor and that neither party shall be considered to be an employee, agent, distributor or representative of the other party.

12.5 In connection with any actions or activities associated with the Contract or in connection with the relationship between the parties, neither party shall engage in any unlawful trade practices or any other practices that are in violation of the European act and regulatory, or any other applicable law that prohibits bribery or similar activity.

Each party shall ensure that it as well as its Affiliates or its sub-contractors (i) will not either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, financial benefits, or other thing of value from or to anyone (including but not limited to government or corporate officials or agents) as an improper inducement or reward for or otherwise on account of favorable action or forbearance from action or the exercise of influence; or (ii) will establish appropriate safeguards to protect itself from such prohibited actions.

Each party shall, upon request from the other party, provide evidence of the steps being taken to avoid prohibited actions (such as, in particular, the establishment of internal policies, practices, and controls with respect to such laws).

To the extent permitted by the relevant authority, each party shall promptly inform the other party of any official investigation with regard to alleged breaches of the above laws that are related in any way to this Contract.

12.6 The parties shall do their utmost to meet the objectives that they proposed to achieve in the Contract. In particular, the party that suffers from the non-fulfilment of an obligation must take all reasonable measures in order to reduce to a minimum the damage likely to result therefrom. If it fails to do so, it can obtain from the other party only compensation for the damage that it could not avoid.

12.7 Services Use Policy. The Client agrees to ensure that Users use the Services in accordance with the Service Use Policy available at <http://terms.arkadin.com/Services-Use-Policy.pdf>

12.8 Notices. Unless otherwise stated in the Contract, any notice or other communication provided under the Contract will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the national postal system (certified mail, return receipt requested if applicable), or upon delivery by express or other equivalent delivery service (with confirmation of delivery), addressed to such party.

#### 12.9 Evaluation

12.9.1 Beta: Arkadin may invite the Client to try beta versions of the Services. The Client may need to agree to additional terms for beta services. Beta services is provided for evaluation and feedback purposes and may not be used in a production environment. The Client understands that beta Services are not generally released and, therefore, are unsupported and may contain bugs or errors. The Client accepts the beta Services "AS-IS," without warranty of any kind, and Arkadin and its Partners shall not be deemed responsible for any problems or consequences related to the Client's use of the beta Services. The beta Services may never be generally available and Arkadin may discontinue beta Services in its sole discretion at any time and delete any Content or data on the beta Services without liability to the Client.

12.9.2 Trial: Arkadin may give the Client trial access to the Services, which may be subject to additional terms. Any trial period will expire after thirty (30) days unless otherwise stated in writing by Arkadin. Trial Services shall be provided "AS-IS" without support or any express or implied warranty of any kind.

12.10 The Client acknowledges and accepts that the Contract may be executed and delivered by original signature, facsimile, or other image capturing technology (including by electronic signature, i.e. DocuSign), and in one or more counterparts, each of which will be deemed to be an original copy of the Contract and all of which, when taken together, will be deemed to constitute one and the same valid and binding document.

12.11 To the extent allowed by law, the English version of the Contract is binding and other translations are for convenience only.

12.12 Nothing in this Contract is intended to give anyone who is not a party to it the right to enforce its terms whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

### 13. Dispute Resolution

Any dispute arising out of or in connection with the Contract which cannot be resolved by the parties' respective contract managers within seven (7) business days, shall be referred to the parties' respective global account managers, who shall attempt to resolve the matter within fourteen (14) business days of its referral. Except to protect the parties' right to action or to prevent imminent damages, neither party shall bring proceedings in respect of any dispute arising out of the Contract in any court of law until the aforementioned process has been completed.

### 14. Applicable Law and Jurisdiction

This Contract shall be interpreted and governed by the laws of England and Wales without regard to its conflict of law provisions, and the parties agree to submit to the exclusive jurisdiction of the courts located in or with responsibility for London to resolve any disputes arising hereunder.

*STC Arkadin England April 2018*