



STANDARD TERMS AND CONDITIONS

These standard terms and conditions ("STC") apply to all services provided to the Client by Arkadin PTY Limited (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 the conditions set out therein; (ii) these 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.

"Applicable Laws" refers to all relevant Australian laws, including, without limitation, the *Competition and Consumer Act 2010* (Cth), Privacy Laws, the *Corporations Act 2001* (Cth) and GST Law.

"Control" refers to the situation where an entity owns, or controls, at least fifty (50) percent of the voting stock or other ownership interest of the other entity.

"Client" refers to the legal entity referred to in the SOF.

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

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

"GST" refers to goods and services tax, as that term is defined in GST Law.

"GST Law" has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"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, without limitation, know-how, trade secrets, graphics, logos and trade names and trademarks, copyright, inventions, patents, as well as software, data base and domain names, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

"Partner" refers to company which provides to Arkadin technical solutions that Arkadin integrates in the Services.

"Privacy Laws" refers to the *Privacy Act 1988* (Cth) and any legislation, guidelines, directives from time to time in force in any Australian jurisdiction affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal information.

"Services" refers to the services developed by or for Arkadin and the services developed and/or supplied by Partners and

any additional service ordered by the Client as indicated in the SOF.

"Services Charges" refers to (i) Services charges negotiated between the parties and agreed by the Client, including the price of any equipment provided as part of –or in connection with– the Services ("Client Rate"); and (ii) the standard charges related to the Services ("Standard Charges") as available at the following web address terms.arkadin.com/Standard-Charges-v1-AUS.pdf.

"User(s)" refers variously 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) all people who participate 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 and shall require the signature of the duly authorised representatives of both parties.

2. Charges, Invoicing and Methods of Payment

2.1 Charges. The Client shall pay the Services Charges and the charges for equipment as set out in the SOF or in a superseding quotation duly accepted by the Client; in such case the charges under the superseding quotation shall apply to the Services and equipment that are the subject-matter of such quotation. Unless otherwise set out in any SOF, all Client Rates exclude GST, customs duties, Standard Charges and any regulatory or other fees, taxes and costs which may apply to the Services and/or to the equipment sale, and that shall be borne by the Client.

In the event that (i) any Australian regulatory agency, legislative body or court creates or imposes regulations, laws or other requirements relating to the Services or equipment or (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 the Client Rates 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 the point (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 Contract affected by the increase as of the date of the implementation of the new charges, without any penalty, by giving Arkadin written notice by registered letter within fifteen (15) days from the date of receipt of the aforementioned letter. 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 Australia dollars (AUD) (i) at the end of each month for the Services rendered in that month; (ii) yearly, in advance, upon order for any licenses included as part of the Services; (iii) on dispatch for equipment sale; (iv) upon the completion of any additional Services.

2.3 Methods of payment. The Client shall pay the invoices within thirty (30) days from the date of the invoice by automatic direct debit payment or as otherwise specified in the SOF. 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.

If the Client fails to pay the Services Charges due, Arkadin is entitled to suspend access to Services during the period of non-payment by sending a written notice to 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 a late payment charge of 1% per month on the sums due on each unpaid invoice until payment in full is made. Arkadin is entitled to require the payment for any additional reasonable expenses, fees or costs incurred by Arkadin in the recovery or collection of any amounts due by the Client under this Contract.

3. Term

3.1 The Contract is concluded for the period of time mentioned in the SOF. Should this not be stated and subject to clauses 3.1, 3.2 and 7, the Contract shall take effect on the Effective Date 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 by registered letter with return receipt to the other at least three (3) months prior to the end of the Initial or Renewal Period.

3.2 In addition to any rights of termination in clause 7, in the event that a license subscription is included as part of the Services, term and renewal conditions of the licenses shall be specified in the SOF. Should the SOF contain no indications in such respect, the license shall be valid for one (1) year from the Services setting up date ("License Initial Term") and shall be automatically renewed for further one (1) year periods ("License Renewal Term") unless one party gives written notice by registered letter with return receipt 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 the information necessary to supply the Services and the equipment to monitor the supply of 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; (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 access thereto and generally safeguard such information to ensure that there is no unauthorised 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 and hold Arkadin, Arkadin's representatives and employees, harmless from and against any and all (a) claims, damages, liabilities and expenses (including, without limitation, legal fees, costs and expenses) suffered or incurred by Arkadin and Arkadin's representatives and employees and all (b) claims, damages, liabilities, amounts and expenses which Arkadin has indemnified the Partners against; arising out of or related to directly or indirectly: (i) the misuse of the Services by it and/or any Users including use which is contrary to Applicable Laws, immoral, fraudulent or beyond the scope of the Contract; (ii) the Content and its use by it and/or any Users; and (iii) Users' infringement of any Intellectual Property of Arkadin or of any other third parties caused by the use of the Services by itself and/or any Users.

4.6 warrants that in using any of the Services, it will comply with all Applicable Laws and only use the Intellectual Property of Arkadin (or its Partners as the case may be) in accordance with the terms of this Contract and any instructions or directions provided by Arkadin.

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

5. Arkadin's Obligations

Arkadin will provide the Services and perform its obligations under this Contract 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.

The Client recognises that (a) provision of the Services depends on (i) the reliability, availability and continuity of



connections by third parties (such as telecom carriers, public internet, Client's equipment, etc.) and (ii) accuracy and integrity of information communicated by the Client and its servants and (b) Arkadin cannot be liable for a Service interruption or delay outside of its or Partners control.

Arkadin may be required to suspend Services to enable maintenance, improvement and upgrading operations to be conducted or in case of technical issue (crisis maintenance). In all such cases, Arkadin will inform the Client at the earliest possible time on the reasons and on the 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 undertake to do their best to minimise any inconvenience caused by such suspension of the Services.

In addition, Arkadin may provide updates of the Services. These updates may be subject to any written additional terms and conditions that the Client shall be required to comply with.

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, expropriation by governmental 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 above suspension period, the parties undertake to act in their best interests in order to limit the duration and the consequences of such event.

If the impossibility to perform lasts more than thirty (30) days, the parties undertake to meet to negotiate in good faith a Contract adjustment.

If the negotiation fails or if it is not possible to continue the performance of the Contract, each party will be entitled to terminate the Contract by sending a registered letter with return receipt to the other party.

7. 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 notification by the non-breaching party to do so in writing (by registered letter) to remedy such breach;
- b) immediately terminate the Contract if: (i) a receiver or administrator is appointed or threatened to be appointed over the other party or its assets or if the other party is declared bankrupt, placed under liquidation or is subject of analogous proceedings under laws of any jurisdiction, or is

unable to pay its debts, as and when they fall due 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 in case an event of force majeure (as defined in clause 6) affects the Contract.

d) terminate immediately the Contract if the Users do not respect the obligations mentioned in clause 12.7.

On termination of the Contract for any reason, the Client shall immediately pay Arkadin (i) for the Services to be billed per-minute, any amount outstanding as a result of the use of the Services, which amounts have not been invoiced yet; and (ii) for the Services pre-ordered yearly, semi-annually, quarterly or monthly payable at a fixed rate, all payments which are outstanding until the end of each subscription as specified in the SOF, unless the Contract is lawfully and validly terminated due to a material breach by Arkadin or its Partners; and (iii) prices for equipment ordered by the Client in accordance with the equipment sale specific terms.

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

8. Confidentiality and privacy

8.1 Confidentiality.

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 Intellectual Property, 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"). Each party undertakes to hold such Confidential Information of the other party in strict confidence and shall not disclose them 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.

In addition, the recipient of the Confidential Information of the other party shall have to disclose the Confidential Information if so requested by order of any court or by any authority provided, however, that the recipient takes the necessary steps to inform promptly the disclosing party of such request. The Confidential Information of each party shall be safeguarded by the other to the same extent that it safeguards its own confidential materials or data relating to its own business.

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, authorised subcontractors, Affiliates, agents, Partners or representatives in order that they may perform the Services, and subject to their observance of the confidentiality



obligations under this Contract and provided that such employees, consultants, authorised subcontractors, Affiliates, agents, Partners or representatives are duly informed of the strictly confidential nature of the Confidential Information.

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.

The receiving party shall be responsible for the use of the Confidential Information by its agents, employees, consultants, and authorised subcontractors, Affiliates, Partners, authorised agents or representatives who have access to the Confidential Information.

On termination of the Contract, if circumstances permit it, the receiving party shall immediately return the Confidential Information upon receipt of written request by the disclosing party or destroy them. Nevertheless, each party is entitled to retain a copy of the Confidential Information in their respective legal department for record purposes only.

8.2 Personal information

At all times both parties will comply with their respective obligations under the Privacy Laws.

If Arkadin processes Client's personal information, Arkadin will ensure that Arkadin (i) only processes the Client's personal information in accordance with the Privacy Laws; (ii) only processes the Client's personal information in accordance with the instructions of the Client and/or to the extent necessary to deliver the Services and (iii) takes appropriate technical and organisational measures against unauthorised or unlawful collection, use, disclosure and storage of Client's personal information and against accidental loss or destruction of, or damage to, the Client's personal information.

The Client shall comply with all applicable laws including providing sufficient notice to, and obtaining all necessary consents required under Privacy Laws, from the owners of the personal information and the relevant data subjects, in order to allow the processing of their personal information by Arkadin, its Affiliates and/or Partners. The Client shall also make all declarations and obtain all prior authorisations, other consents and approvals required under Applicable Laws, including Privacy Laws.

Arkadin's privacy statement may be found and consulted on Arkadin's website: www.arkadin.com.au/privacy

9. Liability

9.1 The liability of each party is defined in the Specific Terms of Use applicable to any Services and/or equipment ordered and subject to this clause 9.

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 resulting from its own negligence or the negligence of its employees, officers, agents, directors, subcontractors; (ii) for fraudulent misrepresentation or (iii) for any other liability

which cannot be excluded or limited by mandatory provisions of law.

9.3 Subject to the clause 9.2, to the fullest extent permitted by law, notwithstanding any provisions to the contrary and notwithstanding the form (whether in contract, delict or otherwise) in which any legal action may be brought, in no event will Arkadin be liable for (i) loss of profit, revenue, contracts or goodwill or any other consequential loss; or (ii) loss or corruption of data or information; or (iii) 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 If Arkadin is in breach of any obligations under this Contract, or if any other liability however arising, whether deliberate or unintentional (including liability for negligence or breach of statutory duty) arises in connection with this Contract, then, subject to Clauses 9.2 and 9.3, such Arkadin's maximum aggregate liability to the Client, its representatives, employees, agents, consultants or servants, under the Contract, shall be limited, in respect of all damages and service credits, (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 GST, 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 declare that the price agreed in the Contract reflects the distribution 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. The parties agree that they have negotiated this clause 9 and that it represents a fair and equitable position.

10. Intellectual Property Rights

The Client agrees that all Intellectual Property Rights used by Arkadin in performing its obligations under this Contract are, and will remain, the property of Arkadin (or its Partners) and nothing in this Contract or Arkadin's performance will constitute or be deemed to be a transfer of any of the Intellectual Property Rights to the Clients and/or Users except as the case may be, for transfers expressly provided for and authorised by the STU "Professional Services". The software license terms for each Service are mentioned in the appropriate STU.

The Client authorises Arkadin to 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, except in case of transfer intragroup, in which case only the information of the non-assigning party shall be required.

Within such exception, or in case of prior written approval of the other party, the assignee/transferee will entirely assume all of the rights and obligations of the assignor/transferor under the present Contract and will be deemed to be the signatory of the present 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 authorisation for such subcontracting and remain liable for any such Services provided by a subcontractor.

12. General

12.1 Failure by a party to apply or 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 said 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 provision of the Contract and the parties will replace such provision with a provision compliant with the legal and regulatory provisions that will be as close as possible to the economic or to any other result pursued by the parties.

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

12.5 In connection with any actions or activities associated with the Contract or in connection with the relationship between the parties, the parties undertake to observe the Australian legal and regulatory provisions, as well as internationally accepted principles against corruption.

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 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, subject to any Applicable Law, it can obtain from the other party only compensation for the damage that it could not avoid.

12.7 Services use policy. The Client undertakes to ensure that Users use the Services pertinently, reasonably and legitimately. Accordingly, Users must not (i) access, use, encourage, promote, facilitate and allow other persons to access or use Services in an illegal, harmful or damaging manner; (ii) transmit, store, display, distribute or make available illegal, damaging or harmful content or data.

In particular, the following practices are considered as non-legitimate uses of the Services:

- The sending of e-mail not corresponding to normal and individual use, notably including the sending of spam;
- The resale or distribution of Services enabling the generation of any income therefrom;
- The sharing of named licenses between Users via private automatic branch exchange, call centre, computer or any other means;
- Calls to numbers (individual, sequential or automatic) outside individual communications, in order to generate income for the Client or for any third party;
- Unusual calls not corresponding to normal and individual use, such as short and regular calls or calls to several numbers in a short period of time;
- Access to or use of Services and equipment in breach of the applicable laws and regulations or any third-party right including but not limited to (i) the use or transmission without authorisation of data protected by an Intellectual Property Right; (ii) the use or transmission of equipment, Services or software constituting a threat or breaching applicable export control laws;
- The transmission of obscene, offensive, defamatory or anyway reprehensible Content;
- Transmission of data, sending or downloading of data containing viruses or any other harmful program or similar computer code.
- Access to or use of Services in order to (i) damage the security or integrity of any network, computer or communications system, software application or any connected hardware; (ii) obtain or attempt to obtain unauthorized access to an account or password of other clients or Users; (iii) harm the access capacity of other clients;

Arkadin is entitled to immediately suspend Services if Arkadin determines that the use thereof by the Users is contrary to this use policy.

12.8 Nothing in this Contract is intended to give anyone who is not a party to it the right to enforce its terms.

12.9 Clauses 8, 9 and 10 survive expiry or termination of this Contract, together with any other clause which by its nature is intended to do so.

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 or its rights to obtain any interlocutory relief, 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 will be construed according to the laws of New South Wales, Australia.

Subject to any other provisions to the contrary in this Contract, for all proceedings arising out of the performance of the Contract, the parties consent to the exclusive jurisdiction of the courts of New South Wales.

STC Arkadin Australia September 2016