



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"), or by a company whose services Arkadin is allowed to resell (the "Partner") in consideration of payment based on the charges and fulfillment of the specific conditions set out in the service order form ("SOF") signed by the Client.

The Contract comprises the STC, the specific terms and conditions set out in each SOF signed by the Client and any applicable Arkadin and/or Partner's additional terms of use ("Specific Terms of Use" or "STU") and/or equipment sale specific terms as the case may be ("the Contract"). For the purpose of the Contract, Client means the signatory of the Contract (the "Client").

"Affiliate" refers to, now or in the future, with respect to Arkadin PTY Limited (Ltd), any other entity that directly controls or is controlled by, or is under common Control with Arkadin PTY Limited (Ltd). 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.

"Services" means the services developed by Arkadin ("Arkadin's Proprietary Services") and the services developed and/or supplied by Partners that Arkadin is authorized by the Partners to resell to its clients (the "Arkadin's Non-Proprietary Services").

The provision by Arkadin of Arkadin's Non-Proprietary Services to the Client is subject to Partner's terms and conditions stated in the applicable STU. Notwithstanding the foregoing, the Client acknowledges and agrees that i) this Contract is only entered into between Arkadin and the Client (and no other party); and ii) this Contract does not give the Client any direct claim against Partners.

"User(s)" means either an employee, consultant, authorized agent or representative of the Client, who holds an audio and/or web and/or video account and who may organize conferences (the "Moderator") and people who participate in the conference (the "Participant") equally.

"Content" refers indifferently to (i) the shared content of the audio and/or web and/or video conference of whatever nature and medium (ii) the recorded content of the audio and/or web and/or video conference of whatever nature and medium and (iii) any content downloaded by Users in connection with the use of the Services.

The Client may not resell the Services or otherwise generate income from the Services.

1. Creation of Contract

The Contract shall form the entire agreement between the parties, and supersedes any previous agreement relating to its subject matter. In case of any conflict or inconsistency between the STC and the SOF, the STC shall prevail. In any case, the STU prevail on any contradictory terms of any other contractual document concerning the resold Arkadin's Non-Proprietary Services. By signing the SOF, the Client agrees and acknowledges that the Client has read and accepted the STC, the SOF and any additional STU (if applicable).

The Contract shall not be modified or amended except in writing and shall require the signature of the duly authorized representatives of both parties.

The Contract shall commence on the date of signature of the SOF signed by the Party that signs it last in time ("Effective Date") and may apply retroactively to any former testing period of the Services granted to the Client except in case of former signed contract related to the Services.;

2. Charges, Invoicing and Methods of Payment

2.1 Charges. The Client shall pay the charges for the Services as set out in the SOF or in a superseding quotation accepted by the Client. All charges exclude applicable taxes, customs duties, VAT/GST and other regulatory fees which may apply to the Services and/or to the equipment sale. If equipment is sold, Arkadin retains title and lien until full payment is made by Client. Any equipment supplied by Arkadin is framed by EX Works Incoterm (2010) unless otherwise agreed between the parties within the SOF.

In the event that (i) any 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 charges 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 within fifteen (15) days from the date of receipt of the aforementioned letter.

2.2 Invoicing. The Services are invoiced in the manner set out in the SOF. Otherwise, the Services are invoiced electronically in Australian dollar (AUD) i) at the end of each month for the Services rendered; ii) yearly in advance for the licenses; iii) on dispatch for equipment sale.

Any variation of the Services requested by the Client may be subject to additional fees which Arkadin will inform the Client of in advance and which the Client will be required to pay.

2.3 Methods of payment. The Client must pay the invoices in the manner set out in the SOF and in all instances within thirty (30) days from the date of the invoice. Any invoice not disputed within thirty (30) days of the date of the invoice, shall be considered to have been accepted by the Client.

Overdue balances shall be subject to i) a service charge of the RBA% cash rate accruing on a daily basis until payment is made. In addition, the Client shall be responsible for any expenses, fees or costs incurred by Arkadin in the recovery or collection of any amounts due by the Client under this Contract.

If the Client fails to pay the charges due in a timely manner, Arkadin may suspend access to Services without prior notification to the Client.



The Client shall be responsible for any expenses, fees or costs incurred by Arkadin in the recovery or collection of any amounts due by the Client under this Contract.

Client shall not be entitled to set off, deduct or otherwise withhold any amount due to Arkadin under this Contract.

3. Term

3.1 Unless otherwise stated in the SOF, the Contract shall commence 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 to the other at least three (3) months prior to the end of the Initial or Renewal Period.

3.2 Unless otherwise stipulated in the SOF, the license (i) shall be valid for one (1) year from the Services implementation date ("License Term"); (ii) shall be automatically renewed for another year ("License Renewal Term") unless one party gives written notice to the other at least two (2) months prior to the end of the License Term or any License Renewal Term of their intention to terminate the license.

4. Software License Terms ("SLT")

4.1 Notwithstanding any other provision in the Contract, when the Client and/or Users download any software application (except application software based on open source), including any conferencing Add-on software together with any documentation to use the Arkadin's Proprietary Services (altogether referred as "Software"), the Client and/ Users are only entitled to use the Software insofar as it is necessary for the proper utilization of the Services, only as expressly permitted in this Contract. The Arkadin's Non-Proprietary Services are subject to the SLT contained in the relevant STU.

Without prejudice and subject to any "open source" software license terms, which Arkadin shall communicate to the Client or User before the use of the Services and which terms shall apply independently of this license granted herein, Arkadin grants the Client and/or Users, a worldwide, non-transferable, non-exclusive and personal right to use, in object code form, the Software for the duration of the License Term or, where applicable any License Renewal Term.

All rights, title, ownership rights, and Intellectual Property Rights in the Software are protected by applicable copyright laws or other laws and are held by Arkadin and all are reserved.

The Client shall not: (i) try to access to or copy the Software's source code forms, (ii) use the Software for any purpose other than for use of the Services, (iii) create copies of the Software for any purpose that is not directly related to the Services or make more copies of the Software than this allowed by applicable law; (iv) modify, translate, adapt, reverse engineer, decompile, disassemble (except and only to the extent that applicable law expressly permits, despite this limitation), incorporate the Software into any other software or create derivative works based upon the Software; (v) resell, rent, lease or make any commercial use of the Software or transfer the Software or the SLT to any third party; (vi) use the documentation except for internal and reference purposes; (vii) remove any proprietary notices or labels from the Software; (viii) export, re-export, divert or disclose any portion of the Software or any related technical information or materials; directly or indirectly, in violation of any applicable

export law or regulation; or (ix) make intrusion tests, spread malicious code for deny service attacks.

4.2 The Client understands and agrees that the Software is provided "AS IS" and as far as the law permits, Arkadin expressly disclaims all warranties of any kind including any implied warranty of fitness for a specific purpose except the warranty of quiet possession mentioned in clause 6.5.

5. Client's Obligations

The Client shall:

5.1 provide Arkadin with all the information necessary to supply the Services and give Arkadin written notice of any changes of such information (especially, but without limitation, any change of address, User, and other similar information). The Client shall be solely responsible for any consequences caused by failure or delay in providing or updating such information.

5.2 be responsible for ensuring that its own systems and equipment comply with the technical requirements as notified by Arkadin which are necessary to use the Services and prevent the Client from the risk of losing data, files and programs (this includes taking steps to make regular backups and using antivirus software which is updated regularly).

5.3 only use the Services in accordance with written directions given by Arkadin, in particular in the "welcome pack", for better management of the Services or for security purposes.

5.4 provide Content and data in accordance with all applicable local laws and regulations, make all necessary disclosures and obtain any necessary authorizations, before using the Services, regarding the collection, the transmission and the use of User's identifying information by Arkadin and its Partners.

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

5.6 authorize Arkadin, for the sole purpose of providing the Services, to i) (if the Moderator or the Client selects the recording or the storage of documents' option) host, record the Content and copy said Content on the back up servers; ii) cache the Content for the duration of the conference (only for the web services) and iii) and display and transmit such Content to the Users; and

5.7 be responsible for (i) the use of the Services by the Users; and ii) the Content and its transmission;

5.8 indemnify and hold Arkadin, Arkadin's officers and employees, harmless from and against any and all (a) claims, damages, liabilities and expenses (including without limitation reasonable legal fees and expenses including taxes and VAT) suffered or incurred by Arkadin and Arkadin's officers and employees 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; (iii) the disclosure of confidential information made through the use of the Services including the transmission of the Content (such as application sharing, document sharing, file transfer); (iv)



the User's infringement of any Intellectual Property Rights or other rights of any person or entity caused by the use of the Services including the use of any Software.

Arkadin may audit the Client's use of the Services to ensure compliance with the Contract, under conditions to be agreed between the parties.

6. Arkadin's Obligations

Arkadin:

6.1 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.

The Client recognizes that provision of the Services depends on the reliability, availability and continuity of connections by various third parties and external factors (such as telecom carriers, public internet, Client's equipment, etc) and Arkadin cannot be liable for a Service interruption outside of its control. Arkadin may be required to reduce or suspend Services for a short period (i) to enable technical or maintenance operations to be improved, upgraded or conducted or (ii) to avoid an imminent threat of material or financial harm to Arkadin or to anyone else, (iii) or in the event of a force majeure. In all such cases, it will use reasonable endeavors to inform the Client and minimize any inconvenience to the Client caused by such reduction or suspension of the Services.

In addition, Arkadin may provide all updates of functionality, features, storage, security, availability and other information relating to software or Services that Arkadin may make available to the Client after the date that Services commence, subject to any written additional terms and conditions provided by Arkadin applicable to such updates. The Client shall be required to comply with such additional terms and conditions.

6.2 provides reasonable training to the Client to make the Client aware of the best practices regarding the use of and security features of the Services;

6.3 ensures that Arkadin's employees and consultants, involved in providing the Arkadin Proprietary Services, keep the Client's information confidential;

6.4 ensures that Arkadin Proprietary Services comply with the security rules and principles set out in the "Arkadin security white paper" available on the following link: <http://terms.arkadin.com/Arkadin-security-white-paper.pdf>

6.5 (warranty of quiet possession regarding Software): defends or, at its option, settles any claim or action brought against the Client alleging that the use of any Software (or any part thereof) as provided under the Contract, infringes the intellectual property rights of a third party, provided that (i) this infringement claim is not attributable (a) to a use of the Software or the Arkadin Proprietary Service in a manner contrary to the terms and conditions set out in the Contract and the SLT, or (b) to Client or User using the Software or Arkadin Proprietary Service in combination with any other software or service not supplied by Arkadin or its Partners, or (c) to a modification of or addition to the Software or the Arkadin Proprietary Service at the request of the Client or (d) to the use of a non-current version of the Software where Arkadin provided the Client with an updated version thereof and (ii) the Client (a) gives Arkadin written notice of such a claim immediately upon becoming aware thereof; and (b)

cooperates with Arkadin and its attorneys in the investigation, trial and defense of such claim and any appeal arising therefrom, and (c) does not enter into a compromise with the third party which has initiated the claim, and (d) makes no settlement or admission of liability or infringement in respect of such claim; and (iii) Arkadin directs and controls the defense and, if applicable, settlement of such a claim.

Provided that the requirements above (i), (ii) and (iii) are satisfied, if a final court with competent jurisdiction (after all appeals have been exhausted) finds that the use of any Software or Arkadin's Proprietary Service (or any part thereof) as provided under the Contract, infringes the Intellectual Property Rights of a third party, Arkadin will be responsible for any damages which are awarded against the Client in favor of the applicable third party, as finally awarded by the relevant court.

At any time, Arkadin at its option and expense, may (a) secure for the Client a right of continued use; (b) modify or replace the Software so that it is no longer infringing provided that modification or replacement does not materially affect the performance of the Service or, (c) terminate the Contract partially or entirely insofar as it related to the infringing Software.

7. Liability

7.1 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 or for fraudulent misrepresentation.

7.2 Subject to Clause 7.1 and to the fullest extent permitted by law, 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 business, revenue, contracts, goodwill, business opportunities, anticipated savings; 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; (iv) any indirect damages, costs, charges or expenses; whether or not that Client was advised in advance of the possibility of such loss or damage.

7.3 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 7.1 and 7.2, such Arkadin's maximum aggregate liability (including the services credits) shall be limited to three times the monthly average amount invoiced by Arkadin to the Client with regards to the affected Service(s). This amount is calculated from the signature date of the Contract to the date of the event from which the damage occurs. This limitation of liability is global and not per-incident.

The parties declare that the price agreed in the Contract reflects the distribution of the risk as negotiated between the parties. In addition, the Parties agree to the limitation of their respective liabilities as set out above and agree that the provisions of this clause 7 are essential and material terms of the Contract, The parties further agree that they would not have concluded this Contract in the absence of such provisions.

8. 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 or terminated as set out under clause 9 and the provisions of this clause do not extend to the payment obligations of the Client.

9. Termination

Without prejudice to any other rights or remedies to which the parties may be entitled in terms of this Contract or in law, a 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 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 analogous 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 in the event of a force majeure (as defined in article 8) affecting the Contract for an uninterrupted period of over three (3) months as of the date of the notice of force majeure. The termination will be effective as of the date of the termination letter with acknowledgment of receipt sent to the defaulting party.

On termination of the Contract, the Client shall immediately pay Arkadin any amounts owed under the Contract, including but not limited to (i) all Arkadin's outstanding or unpaid invoices and interest (ii) any amount outstanding as a result of the use of the Services by the Users, which amounts have not been invoiced yet; and (iii) for the Services pre-ordered yearly, semi-annually or quarterly and are payable at a fixed monthly rate, all fixed monthly 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 an un-remedied material breach by Arkadin or the Partners. Moreover, Client shall immediately cease using the Services and the associated software and undertakes to ensure that Users cease use of the Services and the software.

10. Intellectual Property

The Client agrees that all current and future intellectual property rights of any kind whatsoever and however embodied which may subsist or be capable of protection in the world, including confidential know-how, trade secrets, graphics, logos and trade and business names, domain names used by Arkadin in performing its obligations under this Contract ("Intellectual Property Rights") are, and will remain, the property of Arkadin (or the 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 of Arkadin or the Partner to the Clients and/or Users. The allocation by Arkadin of access numbers, PIN codes, logins, passwords, personal identification numbers and telephone numbers shall not constitute any transfer of ownership to the benefit of the Client and/or Users.

Arkadin may reference the names, trademarks, trade names and corporate logos of the Client on marketing literature, website, commercial representations and in any list of Client references subject to Client's prior written consent, which shall not be unreasonably withheld. Arkadin may also indicate that it is the Client's preferred supplier for the Services.

11. Confidentiality and privacy

11.1 Confidentiality.

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 during the performance of the Contract, 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 and pricing, and all documents/access information for the Services and passwords and any information which are by nature confidential.

Each party shall hold such confidential information of the other party in strict confidence and shall not reveal them during the Contract term and for a period of three (3) years after the end of the Contract, except for any information which is: (a) generally available to or known by the public; (b) already in possession of a party prior to disclosure under the Contract; (c) independently developed by such party independently from the Contract; or (d) lawfully disclosed by or to a third party. In addition, the recipient of the confidential information of the other party may disclose the confidential information pursuant to any request, requirement or order of any court of competent jurisdiction or any governmental or regulatory authority provided, however, the recipient takes all reasonable steps to provide prompt and sufficient notice to the disclosing party so that the disclosing party may contest such request, requirement or order. 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.

Each party agrees to limit access to such confidential information on a "need-to-know" basis only to employees, consultants, affiliates, Partners, authorized agents or representatives in order that they may perform the obligations under this Contract and subject to their keeping such confidential information confidential. Neither party shall disclose any information to a third party without the prior written approval of the other party.

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 or where otherwise required to be retained by law.

11.2 Personal data protection

Terms used in this provision are as defined in the Data Protection Directive (95/46/EC). The parties agree and acknowledge that the Client is the data controller and Arkadin is the data processor in relation to any processing Client's personal data. At all times both parties will comply with their respective obligations under applicable data protection and privacy legislation.



If Arkadin processes Client's personal data, Arkadin will ensure that Arkadin (i) only processes the Client's personal data in accordance with the applicable legislation; (ii) only processes the Client's personal data in accordance with the instructions of the Client and/or to the extent necessary to deliver the Services and (iii) takes appropriate technical and organizational measures against unauthorized or unlawful processing of Client's personal data and against accidental loss or destruction of, or damage to, the client's personal data.

The Client shall provide sufficient notice to, and obtain all necessary consents under applicable laws, from the owners of the information and the relevant data subjects, in order to allow the processing of their personal information. The Client shall also make all declarations and obtain all prior authorizations, other consents and approvals required under applicable laws, including data protection laws.

Arkadin's privacy statement may be found and consulted on Arkadin's website: <http://www.arkadin.com/uk/info/privacy-policy>

12. 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 consent of the other party, except in case of assignment or transfer intragroup, in which case only the information of the non-assigning party shall be required.

In case of transfer or assignment as mentioned above, the assignee/transferee will assume to all of the rights and obligations of the assignor/transferrer 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 to carry out any of its obligations under the Contract and Arkadin shall be entitled to sub-contract its obligations, provided that Arkadin shall obtain the Client's prior authorization for such subcontracting and remain liable for any such Services provided by a subcontractor.

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. 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. This clause 13 shall not preclude any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction.

14. Applicable law and jurisdiction

This Contract will be construed according to the laws of New South Wales, Australia. For the purpose of all proceedings, arising out of or in connection with the Contract, the parties consent to the exclusive jurisdiction of the courts of New South Wales.

15. General

15.1 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 said clause.

15.2 Each party warrants that it has the necessary rights, licenses and permissions to enter into and perform its obligations under the terms of the Contract.

15.3 If any provision of the Contract is found to be void, invalid, unlawful or unenforceable to any extent, the affected provision will be severed from this contract and this will not affect validity and enforceability of the remainder of the Contract.

15.4 The parties acknowledge that Services, software and technical information provided under the Contract may be subject to export laws and regulations of other countries and any use or transfer of such Services, software, and technical information must be in compliance with all applicable regulations and international trade sanctions.

15.5 It is understood and agreed that each of the parties hereto is an independent contractor and that neither party is, nor shall be considered to be, an employee, agent, distributor or representative of the other.

15.6 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 any other applicable law that prohibits bribery or similar activity.

Each party shall ensure that (i) it will not either directly or indirectly, seek, receive, accept, give, offer, agree or promise to give any money, facilitation of payment, 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) it 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, including the establishment of policies, practices, and/or business controls with respect to these 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.

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

STC Arkadin Australia August 13th 2014