

1. General Terms. These General Terms and Conditions of Service ("**General Terms**") apply to the service order ("**Service Order**") entered into between the customer ("**Customer**") and the member of the GlobalDots group of companies identified thereon ("**Company**"). The Service Order, together with these General Terms sets forth the entire agreement and understanding between Company and Customer with respect to the purchase and sale of the Services (defined below) in accordance with such Service Order, and the same shall supersede all prior discussions and negotiations between the parties with respect thereto. In case of conflict between these General Terms and the terms of the Service Order, the terms of the Service Order shall prevail. The Service Order, together with these General Terms is referred to herein as the "**Agreement**". Any Customer purchase order or other ordering document or process delivered or provided by Customer is for Customer's administrative and billing convenience only and no varying terms or conditions therein shall form any part of this Agreement and shall not be binding upon GlobalDots.

These General Terms may be updated from time to time by Company. The version of General Terms which shall govern and control in respect to the Service Order shall be the most recent version in effect as of the date on which the Service Order was signed.

2. Purchase and Sale of Services: Company shall sell, license or otherwise make available to Customer and Customer shall purchase from Company the products and/or services ("**Services**") as described in the Service Order.

3. Service Fees: Customer will pay the fees due for Services according to the prices and terms listed in the Service Order. The prices listed in the Service Order may be changed by written notice from Company to Customer no less than 30 days prior to the commencement of any renewal term. All amounts payable hereunder to Company shall be exclusive (i.e., net) of all sales, use, value-added, withholding, and other taxes and duties (other than Company's income tax).

4. Payments: Except as otherwise indicated on the Service Order, on the service activation date for each Service, Company shall bill Customer for all non-recurring fees indicated in the Service Order and the agreed upon monthly minimum service charge for the first month of the term. Company shall invoice Customer for the monthly minimum service charges for all subsequent months on or about the first day of the month in which such Services are to be provided. All other fees for Services rendered and/or expenses incurred during a month (e.g., excess usage fees) will be invoiced on or about the first day of the month following the month in which the Services were provided. Payment shall be made by Customer to Company no later than 30 days from invoice date, at an address or to such bank account designated by Company from time to time (as indicated on the invoice). Interest shall accrue on any delinquent amounts owed by Customer to Company at a rate equal to the lesser of (i) one percent (1%) per month or (ii) the maximum legal interest rate chargeable. In addition, Customer shall bear all costs (including reasonable legal fees), incurred by Company to collect any unpaid or delinquent amounts. Company may, at any time, and from time to time, require a deposit or other acceptable form of security if it reasonably deems that Customer's ability to pay is in doubt. Unless prohibited by applicable law or regulation, all invoiced amounts not disputed in writing by Customer within thirty (30) days of invoice date shall not be subject to dispute or challenge by Customer. All payments must be made in full, free and clear of any deductions or withholdings, and any bank charges, transfer fees, or other payment processing fees imposed by Customer's financial institution or any intermediary shall be borne solely by Customer, such that Company receives the full amount invoiced, net of any such fees.

5. Provider; Provider Terms

- a. Customer acknowledges that Company does not develop or own the Services, but rather it is an approved distributor and/or reseller thereof and accordingly, other than the limited rights granted to Customer to access and use the Services as provided for in this Agreement, all intellectual property rights, including copyrights, patents, trademarks and related trade secrets are and shall remain the sole and exclusive property of the service provider(s) and or their respective affiliates named in the Service Order (each, a "**Provider**"). There are no implied licenses granted under this Agreement.
- b. When using the Services, Customer shall comply with Provider's terms of use, EULA, (or similar terms and conditions), and acceptable use and privacy policies, as the same may be amended from time to time ("**Provider Terms**"). Provider Terms will be made available by Company at the request of Customer. Should Customer fail to comply with the Provider Terms, in addition to its other remedies hereunder, Company may, following notice to Customer, suspend Customer's use of the Services. A breach by Customer of Provider Terms shall be deemed a material breach by Customer of this Agreement.

6. Confidentiality; Modifications

- a. Customer acknowledges that the Services and related technology, structure, organization, and source code (the “**Provider Technology**”) are and shall remain the sole property of Provider and Customer shall not: (a) modify, adapt, alter, translate, or create derivative works from the Provider Technology; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Provider Technology to any third party; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Provider Technology.
- b. This Agreement, including the fact of its existence and all business terms of the Service Order, and all other non-public and/or proprietary information of a party, including trade secrets and business and financial information is confidential (“**Confidential Information**”) and neither party hereto shall disclose or divulge any of the Confidential Information to third parties without the prior written consent of the other party or use any Confidential Information of the other party other than to perform its obligation or enforce its rights hereunder. Customer Technology (defined below) shall be deemed the Confidential Information of Customer.
- c. Neither party shall use the other party’s name, logo, or marks without the other party’s prior written consent except that Company and its affiliates shall be permitted to use the unaltered name, logo, or mark of Customer in its client referral lists, case studies, and other promotional or sales material (including on its website or in printed materials).
- d. The Company acknowledges that Customer’s technology and intellectual property (the “**Customer Technology**”) constitute valuable trade secrets of Customer, and accordingly, Company agrees not to: (a) modify, adapt, alter, translate, or create derivative works from the Customer Technology; (b) distribute, sublicense, lease, rent, loan, or otherwise transfer the Customer Technology to any third party; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Customer Technology.
- e. Customer acknowledges that Provider, upon thirty days written notice, may modify components of any Service, provided that the modified Service will include substantially all of the original features and functionality the Service had before such modification.

7. Customer Content: Customer is solely responsible for all content and applications, including any third-party content or applications, provided to Company or the Provider in connection with Customer’s use of the Services (“**Customer Content**”). Customer retains all right, title and interest in its Customer Content and Customer Content shall not be deemed part of any Service. Customer acknowledges that Company does not assume and should not be exposed to Customer’s business and operational risks associated with Customer Content. Customer shall defend, indemnify, and hold Company harmless as a result of any claim by a third party against Company with respect to any Customer Content, the operation of Customer’s website (including commerce thereon) or misuse of a Service by Customer or use of Services in violation of any applicable law or Provider’s acceptable use policies.

8. Disclaimer; Limitation of Liability:

- a. Company on its behalf and on behalf of the Provider expressly disclaims all warranties, terms and conditions of any kind with respect to Services and use thereof by Customer, contractual, statutory or otherwise in law or equity, including any (implied) warranties, of merchantability, non-infringement, or fitness for a particular purpose.
- b. Except for a party’s liability arising out of its indemnification, payment and/or confidentiality obligations, and subject to subsection (d) below, the liability of a party hereunder for all claims arising hereunder, whether in contract, tort, negligence or otherwise, shall not exceed the aggregate amount of fees paid or payable by Customer to Company under the Service Order during the twelve (12) month period preceding the event or circumstance giving rise to the claim.
- c. In no event shall either party be liable for any (i) loss of or corruption of data, (ii) loss of profits, (iii) loss of sales, (iv) loss of or damage to business, (v) loss of customers, (vi) business interruption, (vii) replacement services, or (viii) any special, incidental, consequential punitive or indirect loss, however caused and regardless of theory of liability and whether in contract, tort, negligence or otherwise, even if such party has been advised of the possibility of such damages.
- d. THE FOREGOING WILL NOT BE CONSTRUED TO LIMIT COMPANY’S RIGHT TO RECEIVE FEES PAYABLE UNDER THE SERVICE ORDER DURING THE FULL TERM THEREOF, EVEN TO THE EXTENT SUCH PAYMENTS INCLUDE AN ELEMENT OF PROFITS TO COMPANY.
- e. None of the exclusions and limitations in this section 8 shall apply in respect of (i) liability in negligence causing personal injury or death; (ii) liability for fraudulent misrepresentation; or (iii) any other liability which cannot by law be excluded or limited.

9. Term and Termination:

- a. The initial term of the Service Order shall be as indicated on the Service Order and shall automatically renew for successive terms of twelve (12) months each unless either party notifies the other of its intent to terminate at least seventy-five (75) days prior to the expiration of the applicable term. Notwithstanding the foregoing, if no notice of non-renewal has been delivered but (i) Company is unable to renew or extend its agreement with Provider so that Company may reasonably continue to provide the Services to Customer, and (ii) Company is unable to provide Customer with services substantially similar to the Services from another service provider reasonably acceptable to Customer, then either party shall have the right to terminate this agreement by delivery of written notice to the other prior to the commencement of the renewal term.
- b. Customer shall send a mandatory copy of any notice of non-renewal in accordance with this subsection (b), to terminations@globaldots.com. Any such notice of non-renewal shall not be effective unless given in accordance with this paragraph.
- c. In the event that Company terminates the Service Order in accordance with subsection (e) or (f) below, or pursuant to the exercise of any other legal remedy or right, Customer shall remain liable for the fees that would have become due for the remainder of the Term (including the renewal thereof, if renewed or deemed renewed), in addition to all fees outstanding at the date of termination. Where the fees include a variable component based on usage or excess usage, for the remaining months of the term (including the renewal thereof, if renewed or deemed renewed), such amount shall be calculated on a per month basis based on the average monthly amount in the six-month period prior to termination.
- d. Either party may terminate the Service Order at any time if (i) a receiver is appointed for the other party or its property, (ii) the other party makes an assignment of all or substantially all of its assets for the benefit of its creditors, (iii) proceedings are commenced by or for the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within 60 days, (iv) the other party liquidates or dissolves or attempts to do so, or (v) the other party commits any other breach of a material obligation hereunder which it fails to cure within 30 days of written notice, or ten days for monetary default, or immediately if it is by its nature incurable.
- e. In the event that Company terminates any other service order between Company and Customer due to a material default by Customer under such service order (as described in subsection (d) above), Company shall have the right, at its election, by written notice to Customer to terminate this Service Order and Customer shall be liable as provided for in subsection (c) above.
- f. Should Customer fail to pay any fees or other amounts due hereunder as and when due and if Customer fails to make such payment within five (5) days of delivery of written notice by Company (which may be by email), in addition to any other remedies Company may have hereunder or in law or at equity, Company will be entitled to suspend the Services under all applicable Service Orders until such payment is made.

10. Privacy.

- a. Each of Company and Customer may act as a Data Processor or Data Controller (as such terms are defined in the General Data Protection Regulation ("**GDPR**") and any corresponding or equivalent national laws (together, the "**Data Protection Legislation**") in connection with their respective rights and obligations under this Agreement and each shall comply with its obligations as a Data Processor or Data Controller (as the case may be) under the applicable Data Protection Legislation. In addition, where Company Processes Personal Data (as such terms are defined in the GDPR) on behalf of the Customer, such Processing by Company as a Data Processor for the Customer as a Controller shall be governed by subsections (b) and (c) below.
- b. Where Company acts as a Data Processor for Customer (as a Data Controller), the subject-matter, the duration as well as the nature and purpose of the Processing, the type of Personal Data and the categories of data subjects are specified by the particular Service Order. In addition to the extent that the Provider identified in the Service Order processes Personal Data of Customer or its customers or end-uses, Customer consents to the appointment by Company of said Provider as a sub-processor for the purposes of processing personal data in connection with the provision of the Services under the Service Order.
- c. Where Company acts as a Data Processor for the Customer (as Data Controller), it shall (i) Process the Personal Data only on documented written instructions from the Customer, unless an exception in the meaning of Article 28 (3) (a) of GDPR applies, (ii) ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality, (iii) take all measures required pursuant to Article 32 of the GDPR, (iv) respect the conditions referred to in Article 28 (2) and (4) of

the GDPR for engaging another processor, (v) assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights, (vi) at the Customer's cost and expense, assist the Customer in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to the Processor, (vii) at the choice of the Customer, delete or return all the Personal Data to the Customer after the end of the provision of services relating to the Processing, and delete existing copies unless Data Protection Legislation requires or allows storage of the Personal Data, (viii) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in Article 28 of the GDPR and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer, and (ix) immediately inform the Customer if, in its opinion, an instruction infringes Data Protection Legislation.

- d. Each of Company and Customer agree to assist the other within such reasonable timescale as may be specified with all data subject rights requests received from data subjects of the Personal Data Processed in connection with this Agreement. Should a party receive any such requests directly which properly should be handled by the other, it will promptly inform such other party that it has received the request and forthwith forward to it the request and not respond in any way to such a request, except on the instructions of the other, unless otherwise required by applicable law or a regulatory authority.
- e. Each of Company and Customer agrees to assist (at the other's cost and expense) the other within a reasonable timescale with the conduct of Data Protection Impact Assessments and Prior Consultation (as such terms are defined in the GDPR) requests to any regulatory authority.
- f. Neither Company nor Customer shall transfer Personal Data Processed under this Agreement from one country to another outside of the European Economic Area unless such transfer is compliant with applicable Data Protection Legislation.
- g. Each of Company and Customer shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk for the rights and freedoms of natural persons, including, as appropriate, the measures referred to in Article 32(1) of the GDPR with respect to any Personal Data Processed by such party.

11. Export Controls.

Customer represents, warrants, and covenants that (a) neither it nor any of its affiliates is, or is under the control of any person named on any United States denied or restricted party list or any other applicable government denied or restricted party list, including without limitation, lists published by or under the United States Export Administration Regulations and the U.S. Office of Foreign Assets Control Specially Designated National list or the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (b) it will not nor permit any third party to export, re-export (directly or indirectly) divert, transfer or transship any of the Services to or via Cuba, Iran North Korea, Syria, Sudan or any country in violation of any United Nations, United States, European Union or any other applicable embargo, or otherwise in violation of any export or import restrictions, laws or regulations of the U.S. or any foreign agency or authority, and is not located in or a national resident of, or under the control of any resident of any such countries; (c) the Services will not be used, sold, re-exported or incorporated into products used directly or indirectly in the design, development, production, stockpiling, or use of chemical or biological weapons, nuclear programs, missiles, and maritime nuclear propulsion projects; (d) the Services will not be used, sold, re-exported or incorporated into products for use by military, police or intelligence entities, for any space applications, or for use in foreign vessels or aircraft; (e) If purchasing ITAR controlled Services, Customer understands and agrees to comply with 22 CFR 122, U.S. International Traffic in Arms Regulation ("ITAR")

12. Miscellaneous:

- a. Customer shall not sell, assign, or resell or otherwise transfer the Services to a third party nor enter into any similar relationship with a third party to enable the purchase or use of the Services through Customer.
- b. Customer shall not sell, assign, or otherwise transfer or dispose of its rights and obligations under this Agreement (including the Service Order) without the prior written consent of Company.
- c. Any modification or amendment to this Agreement must be in writing and signed by authorized representatives of both parties.
- d. Any notice under this Agreement shall be in writing and shall be deemed to have been duly given for all purposes (a) when received or five (5) days after it is dispatched by recognized express courier

service; or (b) upon the manual delivery thereof, to the respective addressee, or to such other address of which notice as aforesaid is actually received.

- e. Should either party initiate legal proceedings against the other regarding any matter connected with this Agreement or arising there from, such proceedings shall be initiated only and exclusively before the courts of competent jurisdiction, and shall be governed by the procedural and substantive laws of the territory in which the GlobalDots entity identified as the "Company" in the Service Order is incorporated and/or has its principal office, unless otherwise expressly stated in the Service Order. Notwithstanding the foregoing, Company shall have the right to bring a claim against Customer for amounts owing hereunder in any jurisdiction in which Customer operates or has a place of business and the laws of such jurisdiction shall be applied.
- f. The parties agree that, to the extent permitted by law, the United Nations Convention on the International Sale of Goods, or similar consumer protection legislation worldwide, does not apply in any respect to this Agreement.
- g. If any legal action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to reasonable legal fees and costs.
- h. This Agreement supersedes all previous negotiations, understandings and agreements between the Parties, whether oral or written, including, without limitation, any oral discussions, letters of intent and email correspondence. The Parties agree that only when both parties have signed the Service Order, will they be bound by this Agreement.
- i. Customer hereby confirms that the individual signing this agreement is an authorised signatory who has the power and authority to sign documents on its behalf.
- j. Neither party to this Agreement shall be held responsible for the performance of any obligations under this Agreement if such performance is hindered or prevented by any circumstances of force majeure; provided, however the foregoing shall not excuse Customer from the payment of all amounts owing hereunder as and when due.
- k. If any part of this Agreement is or becomes illegal, invalid, or unenforceable, it will be severed, and the rest of the Agreement will remain valid and enforceable. If possible, a similar legal, valid, and enforceable provision will replace the severed part.
- l. Sections 6, 7, 8, 10 and 12 of these General Terms shall survive the expiration or termination hereof.