BAFFIN BAY NETWORKS
General Terms of Service
CLOUD SERVICES
Version 4.0
Updated 1 January 2023

1 GENERAL

1.1 These General Terms of Service (the "**Terms**") apply for Baffin Bay Network AB's, Reg. No. 559035-6183, incorporated in Stockholm, Sweden ("**Baffin Bay Networks**") provision of cloud services specified in an Agreement (as defined below in Section 1.2) (the "**Cloud Services**"), and any thereto related services (jointly the "**Services**").

1.2 The Terms shall be deemed to constitute an integral part of the Cloud Service Agreement (the "**Cloud Service Agreement**") concluded between either (a) Baffin Bay Networks or (b) Baffin Bay Network's authorized reseller (each a "**Reseller**"), on the one side, and the entity identified as the Customer in the Agreement, on the other side (the "**Customer**"). Unless Baffin Bay Networks has agreed to any diverging terms and conditions in writing, Baffin Bay Networks shall not be bound by any diverging terms and conditions agreed between the Customer and any of Baffin Bay Networks' authorized resellers.

1.3 These Terms also apply to any employee or individual using the Services on behalf of the Customer (each an "**End User**"). By registering an account with Baffin Bay Networks (an "**Account**") and/or accessing or using the Services (or parts thereof) on behalf of the Customer, each End User accepts and agrees to be bound by these Terms, which (to the extent applicable) also form a legally binding agreement between Baffin Bay Networks and each End User. End Users that do not accept these Terms may not access or use the Services (or any part thereof).

2 ACCESS, USE AND USER ACCOUNTS

2.1 The agreed subscription to the Cloud Services is specified in the Agreement (the "**Subscription**").

2.2 Baffin Bay Networks will provide the facilities, personnel, equipment, software and other resources necessary to provide the Cloud Services and general available user guides and documentation to support the Customer's access and use of the Cloud Services. In turn, the Customer will be solely responsible for providing any hardware, software and connectivity to access and use the Cloud Services, including any Customer-specific configurations required to use and access the Services as contemplated in the Agreement, and for directing traffic via the Cloud Services (to the extent applicable).

2.3 To be able to access and use the Services, the Customer or the End

User (as applicable) must register an Account and provide the registration information requested by Baffin Bay Networks. By registering, accessing and/or using an Account or providing registration information to Baffin Bay Networks, the Customer and End User (as applicable) agree and warrant to provide and maintain valid, true, correct and complete information to Baffin Bay Networks.

2.4 In order to provide access to the Services, Baffin Bay Networks relies on the relevant log-in credentials to authorize the Customer (including any of the Customer's End User(s)) access to the Services. The Customer (including any of the Customer's End User(s)) is obliged to keep account information, user name and password secret and confidential and the Customer is solely responsible for any and all use or access through the Customer's (including the Customer's End Users') log-in credentials. Unless otherwise expressly agreed in writing, the Customer (including the End Users pre-approved by Baffin Bay Networks) may not allow any other person or entity to use or access the Customer's (including the Customer's End Users') Account(s) or the Services. If the Customer or any End User become aware or suspect any unauthorized use of the Customer's or End Users' Account(s), the Customer is required to immediately notify Baffin Bay Networks hereof. Any unauthorized use of the Customer's (including the Customer's End Users') username or password shall be deemed as the Customer's use and the Customer is responsible for all charges incurred, until such notification of unauthorized use is made to Baffin Bay Networks. If the Customer (including any of the Customer's End User(s)) give away, share or lose any user name and/or password, Baffin Bay Networks shall not be liable for any loss or damage as a result hereof.

2.5 The Customer and the Customer's End Users (as applicable) hereby represents and warrants that it will only use the Services (and any part thereof) in compliance with applicable laws, including the laws where the Services or content is uploaded, hosted, stored, accessed or used, and to implement necessary restrictions to prohibit use by any individual or in any jurisdiction, as required to comply with such laws.

2.6 The Customer and Customer's End Users (as applicable) hereby represents and warrants that they will not use the Services in any manner that, in Baffin Bay Networks reasonable opinion, involves, facilitates or attempts any of the following:

(a) violating or circumventing (or encourage anything that would violate or circumvent) any applicable laws, rules,

regulations or third-party rights;

(b) bypassing, circumventing or interfering with any technical measures used by Baffin Bay Networks to provide the Services (or parts thereof);

(c) interfering or disrupting the Services (or parts thereof) or servers or networks connected to the Services;

(d) transmitting, displaying, receiving or storing any content that is unlawful, obscene, defamatory, threatening, abusive, libellous, inappropriate, offensive or otherwise objectionable, even if the material or the dissemination thereof is lawful;

(e) Obtaining unauthorized access to, or interfere by any means with, any user, system, network, service or account;

(f) distribute viruses, malicious software, use any worms, Trojan horses, cancelbots, spyware, corrupted files, time bombs, robots, scrapers, spiders or any other automatic means to access, damage, disrupt or interfere with the Services (or any part thereof) for any reason;

(g) collecting information about other customers or users of the Services without their prior written consent; or

(h) sending, receiving or supporting email messages that are unsolicited, excessively voluminous, contain falsified identifying information or deceptive, including, but not limited to spamming or phishing.

2.7 If the Customer or Customer's End Users (as the case may be) (in Baffin Bay Networks' reasonable assessment) act in breach of these Terms or otherwise abuse any user names, passwords and/or the Services, Baffin Bay Networks reserves the right to (i) limit, suspend and deny access to the Services (or any part thereof); (ii) take technical and/or legal steps to prevent further use of the Services (or parts thereof); and (iii) terminate the Customer's and the Customer's End Users' user accounts.

3 PRICE AND PAYMENT

3.1 The Customer shall pay the Setup Fee and Subscription Fee specified in the Agreement (jointly the "**Fees**").

4 CUSTOMER CONTENT

4.1 Certain use of the Services may require that either the Customer or any of the Customer's End Users post, upload, transmit or otherwise submit content or directing traffic to

the Services (hereinafter collectively referred to as the "**Content**").

4.2 By posting, uploading, submitting, transmitting or directing Content to Baffin Bay Networks, the Customer (including the Customer's End Users) represents and warrants that it has the right to post, upload, submit, transmit and provide such Content and that such Content (or any part thereof), including the use by Baffin Bay Networks as contemplated by these Terms, does not violate any agreement, applicable law or third party right, including intellectual property rights, right of privacy and/or applicable data protection legislation. Moreover, the Customer agrees to indemnify and hold Baffin Bay Networks harmless from any third-party claim arising from or relating to Baffin Bay Networks' use of Content as contemplated by these Terms.

4.3 By posting, uploading or otherwise submitting Content to Baffin Bay Networks, the Customer (including the Customer's End Users) grants to Baffin Bay Networks a non-exclusive, non-transferrable, non-sub-licensable, fully paid license to use the Content (and any part thereof) solely in the way contemplated by these Terms or as is otherwise necessary for Baffin Bay Networks' performance of any contractual right or obligation in relation to the Customer and the Customer's End Users, including, but not limited to, display, minimize, process, transfer or compress such Content.

4.4 The Customer and Customer's End Users acknowledges and agrees that Baffin Bay Networks does not provide a backup service and does not keep copies of the Content. The Customer and the Customer's End Users are solely liable for ensuring that any Content is properly stored, and acknowledges that Baffin Bay Networks may delete or deny access to any Content in its possession or control upon the expiration or termination of any Subscription, these Terms or the Agreement.

4.5 The Services may contain functionality for inviting third parties to subscribe and/or use the Services. If the Customer (including any of the Customer's End Users) decide to

use such functionality, the Customer (including the Customer's End Users) hereby acknowledge and agree that it is responsible for obtaining any necessary consents from the recipient of the invitation, and that Baffin Bay Networks may reproduce the Customer's (and (to the extent applicable) the End Users') contact information and trademarks when disclosing the sender of such invitations.

4.6 The Customer understands and agrees that it is solely responsible and liable for any losses, damages and/or third-party claims arising from or relating to the Customer's (including any of the Customer's End Users') use of the Content.

Baffin Bay Networks shall not in any way or form be responsible or liable for such use.

5 TERMINATION

5.1 The non-defaulting party has the right to terminate the Agreement, Subscription and these Terms with immediate effect (by giving the other party written notice of termination) if any of the following events occur:

(a) If the other party commits a material breach of any term in these Terms or the Agreement and such party fails to remedy the same within thirty (30) days following written notice by the non-defaulting party of the material breach.

(b) If there is reason to assume that the other party has become insolvent.

5.2 Upon the termination or expiration of any Subscription or the Agreement, the rights granted to the Customer and the Customer's End Users shall automatically cease, and the
Customer shall be solely liable for redirecting any traffic that has been directed via the Services (or parts thereof). For the avoidance of doubt, Baffin Bay Networks shall not in any way be liable for the Customer's failure to redirecting its traffic upon expiration or termination of the Subscription or Agreement, including, but not limited to, any data loss occurring due to the Customer's failure to redirecting the Customer's traffic.

5.3 Save for the Customer's termination of the Agreement with reference to Baffin Bay Networks' material breach of the Agreement, Baffin Bay Networks shall not be liable to pay any compensation to the Customer or reimburse any Fees paid upon the termination or expiration of these Terms or the Agreement.

6 SUSPENSION

6.1 Baffin Bay Networks has the right to suspend the Customer's and the Customer's End Users' access to the Services (or parts thereof), and/or to terminate any Subscription or the Agreement with immediate effect in the event of the Customer's (including any of the Customer's End Users') actual or suspected (i) unauthorized use of the Services (or any part thereof), or (ii) breach of these Terms, the Agreement or any applicable law. If Baffin Bay Networks suspends the Customer's (including the Customer's End Users') access to the Services (or parts thereof), or terminates this Agreement with reference to this Section 6.1, the Customer (including the Customer's End Users) acknowledge and agree that Baffin Bay Networks shall have no liability or responsibility to the Customer or the Customer's End Users and will not refund any paid amounts.

6.2 Baffin Bay Networks may also temporary suspend the Customer's

(including any of the Customer's End Users') access to the Services (or parts thereof), if the Subscription Fee has not been fully paid in due time. When the Subscription Fee has been paid, the Customer will have renewed access to the Services. For the avoidance of doubt, the renewed Subscription Period will be calculated from the date upon which the Subscription Fee should have been paid.

6.3 For the avoidance of doubt, should the Customer or Customer's End Users be suspended with reference to this Section 6, the Customer shall be solely liable for ensuring that any traffic sent via the Services is redirected to the Customer, and thereby for enabling that no data loss occurs due to Baffin Bay Networks' suspension of the Services (or parts thereof).

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All content of the Services, such as text, graphics, designs, logos, button icons, images, photos, audio clips, videos, digital downloads and compilation of these, and all software, object code and source code is owned or licensed by Baffin Bay Networks. The Customer (including the Customer's End Users) may not access, print or download portions of the material from the Services (or parts thereof), unless the Customer has received Baffin Bay Networks' prior written consent. The content of the Services may not be altered, distributed or displayed without Baffin Bay Networks' prior written consent.

7.2 Baffin Bay Networks' trademarks, trade names and other symbols included or referenced in the Services or in any other software or service provided by Baffin Bay Networks (collectively the "**Marks**") are protected by national and international intellectual property laws. All use of the Marks is strictly prohibited without Baffin Bay Networks' prior written consent. The Marks may not be used in connection with any product or service that is not approved by Baffin Bay Networks or in any manner that is likely to cause confusion among customers or that disparages or discredits Baffin Bay Networks. Unless otherwise is expressly agreed, neither the Customer nor the Customer's End Users obtain any right in relation to the Marks or any other material in the Services.

7.3 Nothing contained herein shall be interpreted as a transfer of any of Baffin Bay Networks' rights whatsoever and all rights not expressly granted herein are reserved by Baffin Bay Networks.

7.4 The Cloud Service is licensed, not sold, to the Customer. During the Subscription Period the Customer (including the Customer's pre-approved End Users) is granted a personal, non-exclusive, non-transferrable and non-sub licensable right to use the Services. Baffin Bay Networks retains ownership of all copies of the software included in

the Services, even if the software or a portion thereof would be installed on the Customer's (including the Customer's End Users') computer or other hardware device. Baffin Bay Networks has the unlimited right to assign and/or transfer this license or any part thereof to any third party. The Customer (including the Customer's End Users) may not assign, transfer or sub license this license, its rights under these Terms or any part thereof to any third party.

7.5 Any third-party software (if any) included in the Services is licensed to the Customer in accordance with the respective third-party license terms for such software. If any such third-party license terms are applicable to the Customer's (including the Customer's End Users) use of the Services, Baffin Bay Networks will notify the Customer of the application of such third-party license terms.

7.6 If the Customer submits feature requests to Baffin Bay Networks' platform, Baffin Bay Networks may choose to implement such features to the platform. Should Baffin Bay Networks implement any feature requests (or parts thereof), Baffin Bay Networks will have all rights to such features, without any compensation to the Customer, and the Customer agrees that it will have no rights whatsoever to the features.

8 PERSONAL DATA

8.1 The Customer (including the Customer's End Users) hereby confirms that it has received information regarding our processing of personal data, which is available via https://baffinbaynetworks.com/legal

8.2 If the Customer provides personal data attributable to anyone else, including personal data attributable to the Customer's End Users, the Customer warrant that such individual has reviewed and accepted the Terms and received information and, where relevant, given his or her consent regarding our processing of his or her personal data.

9 NON-WARRANTY AND LIMITATION OF LIABILITY

9.1 Baffin Bay Networks endeavours to keep the Services available at all times. However, unless otherwise agreed in a specific Service Level Agreement, Baffin Bay Networks neither represents nor warrants that the Services (and all parts thereof) will be continuous, uninterrupted or error-free or that any defects will be corrected. The Services are provided on an "as-is" and "as available" basis, without any express or implied warranties whatsoever, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose.

9.2 The Customer acknowledges that Baffin Bay Networks does not control the transfer of data over communications facilities, including the internet, and that the Services

may be subject to limitations, delays and other problems inherent in the use of such communications facilities. Baffin Bay Networks is not responsible and shall have no liability for any delays, delivery failures or other damages or losses resulting from such problems.

9.3 Save for Baffin Bay Networks' fraud, wilful misconduct or gross negligence, Baffin Bay Networks', including its officers', directors', employees', consultants', agents', suppliers' and licensors', total maximum liability for damages from any cause whatsoever, and regardless of the form of action or the cause of action, whether in contract or tort, shall not exceed the Subscription Fee actually received by Baffin Bay Networks for the Customer's and the Customer's End Users' use of the Services during the three (3) months preceding the time the cause of action arose.

9.4 In no event shall Baffin Bay Networks, its affiliates, officers, directors, employees, consultants, agents, suppliers and licensors, be liable for any special, indirect, incidental, punitive or consequential damages, regardless of the form of action therefore, whether in contract or in tort, including negligence, including, without limitation, damages or loss to equipment, loss or damages of data, loss of revenue, loss of profits, loss of goodwill, increased expenses of operation, cost of capital, or the claims of third parties including your customers, however caused, regardless of whether such party has been informed of the possibility of such damages

10 FORCE MAJEURE

Both parties shall be relieved from any and all liabilities by reason of any circumstances beyond its immediate control, which impedes, delays or aggravates any obligations to be fulfilled by it under these Terms, such as changes in laws and regulation or in the interpretation thereof, acts of authorities, electrical, internet or telecommunication outages, war, acts of war, labour disputes, strikes, major accidents and currency restrictions.

11 PUBLICITY

Unless otherwise expressly agreed, neither party may use the other party's trademarks, trade names and logos without the other party's prior written consent. For the avoidance of doubt, this Section 11 shall not limit Baffin Bay Networks' right to use Content containing trademarks, trade names or logos strictly in accordance with Section 4.5 above.

12 MISCELLANEOUS

12.1 Baffin Bay Networks reserves the right to amend or change these Terms at any time. In case of material amendments or changes to these Terms, Baffin Bay Networks will provide a notification on the Website and/or to the email provided by you within thirty (30) days before such changes enter into

force. If the Customer (including the Customer's End Users) do not accept the amended or changed Terms you may not access, use or continue to use the Services. By continuing to access and/or use the Services, the Customer (including the Customer's End Users) is expressing and acknowledging Customer's (including the Customer's End Users') acceptance of the amendments and changes. Baffin Bay Networks advises the Customer to periodically review the Terms in order to be informed of any changes.

12.2 Baffin Bay Networks reserves the right to update, amend, change and/or modify the content of the Services, without prior notification and will not be liable to any party in any way for possible consequences of such changes. Baffin Bay Networks may suspend, discontinue or restrict access to any portion of the Service provided by Baffin Bay Networks at any time and without notice.

12.3 Unless otherwise expressly agreed in writing, the Agreement and these Terms contain the entire understanding between you and Baffin Bay Networks with respect to the subject matter contained herein and supersede and cancel all prior agreements, negotiations, correspondence, undertakings and communications between the Customer and Baffin Bay Networks, oral or written, respecting such subject matter. The Customer represents that is has not accepted the Terms in reliance on any oral or written representations made by Baffin Bay Networks that are not contained in these Terms.

12.4 If at any time any provision of these Terms is or becomes invalid, illegal or unenforceable under applicable law, the validity, legality and enforceability of the remainder of these Terms shall not be affected. In the event any provision is held in any proceeding to be invalid, illegal or unenforceable, the deficient provision shall be replaced with a new provision permitted by applicable law and having an economic effect as close as possible to the deficient provision.

12.5 These Terms shall be governed and construed in accordance with the laws of Sweden, without regard to its choice or conflict of law principles.

12.6 Any dispute, controversy or claim arising out of or in connection with these Terms or the Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**").

12.7 The Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute exceeds USD 100,000 but not USD 1,000,000. Where the amount in dispute exceeds USD 1,000,000, the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any

counterclaims made in the Answer to the Request for Arbitration.

12.8 The seat of arbitration shall be Stockholm, Sweden, and the language to be used in the arbitral proceedings shall be English.

12.9 The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Parties. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Parties in connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

13 CONTACT DETAILS

Baffin Bay Networks AB

Reg. No. 559035-6183

Email:
legal@baffinbaynetworks.com

* * * * * *