

M800 Master Service Agreement

Last Updated: 15th May 2020

Introduction

We have updated M800 Master Service Agreement. This Master Service Agreement is effective as of 15th May 2020. For a prior version of Our Master Service Agreement, please click [here](#).

This Master Service Agreement (the “**Agreement**”) is made between company, enterprise or other legal entity you represent (“Customer” “You” “Your”) and M800 Limited (“**M800**” “**We**” “**Our**”) in connection with a subscription purchase of the Services. This Agreement constitutes binding contract and governs the access and use of the Services via Our maaiiconnect web dashboard and/or mobile application by You, Your Staffs and End-Users whether in connection with a free or paid subscription to the Services. This Agreement includes Supplemental Terms, Exhibit(s), all Form Orders, [M800 Privacy Policy](#), the [M800 Terms of Use](#) (each, where applicable). In the event of any conflict between the terms of this Agreement and the terms of any Order Form, the terms of Order Form shall prevail.

PLEASE READ THIS AGREEMENT CAREFULLY IF YOU WISH TO BECOME A CUSTOMER AND BEFORE ACCESSING AND USING THE SERVICES. IF YOU DO NOT AGREE WITH THIS AGREEMENT OR IF YOU DO NOT HAVE FULL LEGAL AUTHORITY TO BIND THE CUSTOMER, YOU MUST NOT CLICK THE “AGREE AND CREATE ACCOUNT” BUTTON AND YOU SHOULD NOT ACCESS AND USE THE SERVICES.

By acceptance of this Agreement, You are bound by and subject to the following Terms and Conditions under this Agreement.

General Terms and Conditions

1. Changes to the Terms

The Terms of this Agreement may be modified or amended from time to time by publishing the latest version [of this Agreement on the website of M800](#) (the “**M800 Website**”) without giving advance notice to You. Unless stated herein otherwise, You are responsible to check the changes or updates to the Terms of this Agreement whenever You visit M800 Website or log into Your Account. Your continued

access to and use of the Services following the publishing of changes or updates to the Terms constitutes Your acceptance of any changes. If You do not agree to the changes or updates to the Terms, You should stop using the Services.

2. Definitions

In addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below: -

Affiliates: means any entity (i) directly or indirectly controlling, is controlled by or is under common control with a Party; (ii) directly or indirectly owning or holding 10% or more of any equity interest in a Party; and (iii) 10% or more of whose voting stock or other equity interest is directly or indirectly owned or held by a Party and where “control” means ownership directly or indirectly of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities or by contract or otherwise.

Activation Date: means the date when You are first provided with a link to activate Your maaiiconnect Account for access and use of the Services.

Agreement: means the Master Service Agreement together with Supplemental Terms, all Order Forms and/or other order documents (each, where applicable), along with Privacy Policy and Terms of Use located on the M800 Website.

API: means the application programming interfaces developed and enabled by M800 that permits You to access certain functionality provided by the Services, including without limitation, the application programming interface that enables the interaction with the Services.

Applicable Law: means laws, regulations, binding code of practice, rules or requirements of any government or governmental agency, professional or regulatory authority, each as relevant to the Parties in the provision and/or receipt of the Services or the carrying out of its business.

Code: means object code, a machine language or a programming language which can be understood directly by a specific type of central processing unit, generated from source code by an assembler or compiler.

Confidential Information: means all non-public information of any nature whatsoever disclosed by one Party, directly or indirectly, in writing or orally to

the other Party in relation this Agreement or received from any third party before on or after Your acceptance of this Agreement, including but not limited to (i) API, information relating to the architecture or security of the telecommunication or IP network software, data, documents, equipment, designs, drawings, schematics, algorithms, specifications, techniques, models, technical data, source code, object code, research, processes, business plans or opportunities, marketing plans, business strategies, customer data, projects or products under consideration and financial information, information concerning the operation, business, financial affairs, products, any related know how, show how, trade secrets, discoveries, ideas, inventions or concepts; and (ii) Any information, findings, data or analysis derived from the Confidential Information.

Documentation: means all the documentations, manuals, guides, videos, text, sounds and images that specify the features and functionality of the Services and describe the Service Plans, provided by M800 to You on the M800 Website.

End-User: means a Person who contacted any of Your Staff.

Force Majeure Event: means any circumstance beyond a Party's reasonable control including, without limitation any act of war, act of God or nature, earthquake, hurricanes, typhoons, flood, fire and other similar natural disaster, embargo or breaking off of diplomatic relations, riot, terrorism, civil war, threat of or preparation of war, armed conflict, imposition of sanctions, sabotage, strike or labour difficulty, industrial action or lockout, governmental act, law, or regulation, insurrections, terrorism, epidemic or pandemic, quarantine, inability to procure materials or transportation facilities, failure of power, court order, condemnation, failure of the Internet, failure of supplier or other third party, nuclear, chemical or biological contamination or sonic boom, whether similar or not to the foregoing, not resulting from the actions or inactions of such Party.

Governmental Authority: means any governmental or quasi-governmental body, whether foreign or domestic, including but not limited to any department, agency, commission, bureau, or other administrative, taxation or regulatory bodies, courts, public utilities and communication authorities.

Intellectual Property Rights: means (i) all rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including goodwill associated with any trademarks or trade and business names), rights to inventions, copyright and neighboring or related rights, moral rights, databases rights, domain names, topography rights and utility models, whether registered, registrable or otherwise, and including registrations, applications and

pending applications for, and renewals or extensions of such rights, and similar or equivalent rights or forms or protection in any part of the world; (ii) rights in the nature of unfair competition rights and to sue for passing off and for past infringement; (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information; and (iv) computer programs, databases, compilations and data, that result from, relate to, or arise out of the Services.

Order Form: means Our service order form making reference to this Agreement executed or approved by You and M800 with regard to Your subscription to the Services, particulars of which may include, among other things, the Subscription Term, the number of Staff to a Service under Your subscription and the Service Plan applicable to Your subscription.

Person: means any individual, company, limited liability company, corporation, trust, estate, association, nominee or other entity.

Personal Data: means any information relating to an identified or identifiable natural person. An identifiable natural person is a person who is identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, psychological, genetic, mental, economic, cultural or social identity of that natural person, including but not limited to originating and destination numbers, date, time and duration of voice or data transmissions, billing and maintenance of the transmission and others alike containing personal and/or private information of Your officers, employees, authorized users of the Services provided by You as the data controller or any third party engaged by You for the purpose of rendering the Services pursuant to this Agreement.

SDK: means Software Developer Kit that refers to a set of tools and related instructions that enables developers to both build and add features to a program on a particular platform.

Service Data: means electronic data, text, messages, communications or other materials submitted to and stored within a Service by You, Your Staffs and End-Users in connection with Your use of such Service, including but without limitation, Personal Data.

Service Plan(s): means the packaged service plan(s) describing the services, features and functionality for the Services published on the M800 Website from time to time.

Staff: means an individual appointed and authorized by You to access and use the maaiiconnect web Dashboard and/or mobile application.

Subscription Charges: means all charges associated with Your Account.

Subscription Term: means the period during which You have agreed to subscribe to a Service with respect to any individual Staff.

Supplemental Terms: means supplemental terms and conditions that are in addition to the General Terms and Conditions, and/or other policies applicable to use of the Services, which are announced by M800 and published on the M800 Website from time to time.

3. Services

3.1 M800 will provide the maaiiconnect services in the form of a cloud-based end-to-end convergent communications platform and make such services available online, whether on a free or paid basis, and You may subscribe or purchase Your Service Plan(s) online and access and use such services via the applicable web dashboard and/or mobile application designated by M800 under this Agreement (the “Service(s)”). “Service(s)” excludes (i) Third Party Services as specified under Clause 8 in this Agreement; and (ii) any additional features services that are not provided under this Agreement or under Your Service Plan. Subject to this Agreement and/or the applicable Order Form(s), We will make the Services available to You in accordance with a Service Plan that You choose.

3.2 M800 will use commercially best efforts to make the Services available with 24 hours a day, 7 days a week and provide standard customer support by Our dedicated Network Operations Center (the “NOC”) to You in accordance with the Service Level Agreement (the “SLA”) as detailed on SLA (<https://www.maaiiconnect.com/sla>).

3.3 M800 may make any changes in the operation of the M800 platform and its related facilities, including but not limited to M800 infrastructure, used in providing the Services that M800 determines in its sole discretion to be necessary and/or desirable, including without limitation change in hardware, systems and/or applications software, programming languages, data communications, location of systems and service equipment, the company identification procedures and the type of terminal equipment. In the event of any such changes that, in M800’s reasonable determination, would materially change the operation of the M800 platform, M800 will use commercially reasonable efforts to notify You in writing of such changes and You shall be responsible to ensure Your infrastructure remains compatible.

M800 reserves the right to charge You for any additional integration efforts necessary to make customizations compatible with future versions/releases of the M800 platform and/or M800 infrastructure.

4. Your maaiconnect Account

4.1 Subject to Your acceptance of this Agreement, M800 will grant You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Services via maaiconnect web dashboard and/or mobile application during the Subscription Term (the “Account”). You shall not allow any third party to copy, distribute, sell, disclose, lend, transfer, convey, modify, decompile, disassemble or reverse engineer the maaiconnect web dashboard and/or mobile application for any purpose other than expressly permitted under this Agreement. You shall not allow any unauthorized third party to access Your Account for any purpose other than expressly permitted under this Agreement. The rights granted to You to access and use the Services under this Agreement do not transfer any additional rights in the Services or in any Intellectual Property Rights of M800 associated therewith.

4.2 Subject to the Service Plan You subscribed, Your access and use of the Service is restricted to the number of individual Staff specified and permitted under Your subscription. You acknowledge and agree that each Staff shall use one unique login information such as registered email and password (“Staff Login”) and that one Staff Login cannot be shared and used by more than one designated individual Staff. Without prejudice to Our obligations under Clause 11 and Clause 12 of this Agreement, You are solely responsible for the confidentiality of Service Data and Your Staff Login at Your end. You shall not share Your Account with any third parties. Without limiting the foregoing, You are responsible for ensuring that Your use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations. You are also responsible for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

5. Payment, Billing and Tax

5.1 Payment

5.1.1 Unless otherwise specified in the Supplemental Terms or an applicable Order Form, except a Service You subscribed under the Essentials Plan, all Subscription Charges for the Services generally consist of : (i) monthly recurring charges which will be charged on the Service Plan You choose basis (the “**Subscription Fee**”); (ii) usage fees which will be charged on a pay-as-you-go basis incurred by You in

respect with the actual usage of Voice over internet protocol (“**VoIP**”), International Direct Dialing (“**IDD**”), Direct Inward Dialing (“**DID**”), Short Message Service (“**SMS**”) and Toll Free (“**TF**”) services; and/or one-time fees to set up VoIP, IDD, SMS and Toll Free services; and/or other fees for additional features and functionality that You enable within the Services (Collectively, the “**Usage Charges**”).

5.1.2 During Your Subscription Term, M800 will commence charging You for the Services on the Activation Date and You shall pay all the Subscription Charges due monthly in arrears. The Subscription Charges for partial Subscription Term will be prorated on a monthly basis.

5.1.3 Unless otherwise specified in an Order Form, all Subscription Charges, other charges and any fees shall be invoiced and paid in US Dollars.

5.2 Billing

5.2.1 You shall pay an invoice in full within thirty (30) days from the date of the invoice (the “**Payment Due Date**”) to the bank account as designated by M800.

5.2.2 You shall pay M800 interest on any amount due but not paid on or before the Payment Due Date (the “**Overdue Amount**”). The rate of interest shall be two (2) percent (%) per month. Such interest shall be paid in US Dollars and shall accrue from the Payment Due Date to the date of actual full payment.

5.2.3 In the event that You in good faith disputes any portion of an invoiced amount, You shall pay the undisputed portion of the invoice and submit a written claim for the disputed amount, together with all supporting documents relevant to the dispute and the Parties shall thereafter arrange discussions in good faith and settle the dispute on the discrepancy as soon as it is practicable. All disputes must be submitted to M800 within fifteen (15) days of receipt of the first invoice related to the disputed amount. You acknowledge that the time limit of fifteen (15) days is reasonable, and You therefore waive the right to dispute any invoiced amount not submitted to M800 within the said time limit.

5.2.4 You shall pay all applicable Subscription Charges and/or any other charges and fees incurred in relation to the Services, whether incurred by You, Your Staffs, End-Users or any other third parties, even if such were incurred in or as a result of fraudulent or unauthorized use of the Services.

5.2.5 All payment obligations under this Agreement shall be fulfilled solely by You by transferring funds directly to M800’s designated bank account or such other

method of payment as otherwise determined by M800 from time to time.

5.3 Tax

5.3.1 All Subscription Charges or other charges and fees are exclusive of (i) any bank fees charged by both Parties' bank or any intermediary banks between You bank and M800's bank; or (ii) any withholding or similar tax; or (iii) any VAT, GST, consumption, sales, use, excise, access, bypass, franchise, regulatory fees or other like taxes, fees, charges, surcharges, whether or not thereafter enacted, however designated, imposed on or based on the provision, sale, use of the Services (the "**Taxes**").

5.3.2 Except for M800's net income taxes, You will be responsible for payment of all applicable Taxes. M800 may invoice You and You shall reimburse M800, for any regulatory fees, assessments, contributions charged to M800 by any Governmental Authority in connection with the Services. To the extent the Customer is or believe it is exempted from payment of certain Taxes, it shall provide to M800 a copy of a valid exemption certificate. In the event Your exemption certificate is or become invalid during the Agreement Term, and if M800 is held responsible for additional Taxes, penalties or late charges, You shall be responsible for all such amounts and shall reimburse M800 in accordance with this Clause 5.3.2.

6. Term, Suspension and Termination

6.1 Term

Your subscription to a Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term, unless Your Account and subscription to a Service terminated pursuant to Clause 6.2 of this Agreement or unless otherwise specified in an Order Form.

6.2 Suspension and Termination

6.2.1 Suspension

M800 may suspend Your Account upon expiration or non-renewal of Your Subscription Term.

6.2.2 Termination without Cause

6.2.2.1 If You subscribe to a Service under the free Service Plan, You may elect to

terminate Your Account at any time on or before the expiration of Your then current Subscription Term.

6.2.2.2 If You subscribe to a Service under the paid Service Plan, either Party may terminate Your Account and subscription to a Service prior to the expiration of Your then current Subscription Term at any time, by providing no less than thirty (30) days' advance written notice to the other Party. Notwithstanding the foregoing, You shall pay any then unpaid Subscription Charges covering the remainder of such Subscription Term to M800 within thirty (30) days from the date of termination.

6.2.3 Termination for Cause

6.2.3.1 Without prejudice to Clause 6.2.3.2, a Party may terminate this Agreement and cancel Your Account (i) upon written notice to the other Party of a material breach of this Agreement and such breach remains uncured for thirty (30) days after receipt of a written notice of breach from the other Party; or (ii) any bankruptcy, insolvency, administration, liquidation, receivership or winding up proceeding is commenced in respect of either Party.

6.2.3.2 M800 shall have the right to suspend the Services and/or terminate this Agreement with immediate effect, without liability, in the event that:-

(a) You fail to make any payment of the Subscription Charges which has become due and payable under this Agreement;^[L]_[SEP]

(b) You, Your Staff or any End-User have violated any Applicable Law in the performance of Your rights and obligations under this Agreement, or by accepting or using the Services;^[L]_[SEP]

(c) You, Your Staff or any End-User have caused or may cause, in M800's sole reasonable judgment, damage to the facilities of M800, M800 network, M800 infrastructure, or facilities, network or infrastructure of any third party suppliers of M800;^[L]_[SEP]

(d) M800 needs to carry out any emergency work to the network or equipment in association with or necessary for the provision of the Services under this Agreement; or

(e) M800 receives any notification or instruction from any of its third party suppliers to suspend or terminate the provision of any of their services.

6.3 Effect of Suspension and Termination

6.3.1 Except for the termination under Clause 6.2.1.2, if this Agreement is terminated by M800 pursuant to Clause 6.2.3.1 and Clause 6.2.3.2, You shall pay any then unpaid Subscription Charges covering the remainder of such Subscription Term. In no event will termination relieve You from Your obligation to pay any

amounts owed to M800 before the date of termination.

7. Service Plan Modifications

7.1 Upgrade

You may upgrade Your Service Plan at any time during Your Subscription Term. If You choose to upgrade, the new Subscription Charges become effective immediately and the new Subscription Charges for the reminders of Your then current Subscription Term will be charged on the prorated basis. The new Subscription Charges will be reflected in the subsequent Subscription Term.

7.2 Downgrade

You may not downgrade Your Service Plan during Your Subscription Term. If You choose to downgrade Your Service Plan for a subsequent Subscription Term, You shall give M800 with thirty (30) days' advance written notice prior to the expiration of Your then current Subscription Term. Downgrading Your Service Plan may cause loss of content, features, functionality or capacity of the Service as available to You under Your Account, M800 will not be liable for such loss incurred.

8. Third Party Services

8.1 M800 is not responsible for or liable for and do not endorse or make no warranty and presentation with respect to the Third Party Services that You choose to access and use. Third Party Services are provided in accordance with their own terms and conditions, M800 does not operate or control the information, data, services, opinions or other content from the third party (the "Third Party Services"). "Third Party Services" includes third party products, applications, services, systems and software which may be integrated directly into Your Account by You or at Your decision.

8.2 You agree that You shall make no claim whatsoever against M800 in connection with any Third Party Services or with respect to any information, products, services or software ordered through the Third Party Services. M800 reserves the right to take such measures as may be reasonably necessary, in M800's sole discretion, to ensure security, continuity and normal operation of the M800's network, including but not limited to identifying, blocking or filtering of internet traffic sources which M800 deems to pose a security or operational risk or a risk of violation of its policies.

9. Representations, Warranties and Disclaimer

9.1 Either Party warrants and represents that it has the full legal right and authority to enter into this Agreement and it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

9.2 M800 warrants and represents that the Services will perform materially in accordance with the applicable Documentation and conform to features and functionality contained herein. In the event of any breach of a warranty under this Clause 9, Your sole remedies are those mentioned in Clause 6.2.3.1.

9.3 You warrant and represent that You shall not carry out any act or omission that results in M800's breach of any Applicable Law, rules or regulations.

9.4 You warrant and represent You shall maintain, at Your own costs, the security of its internal network from unauthorized access through the internet. M800 shall not be liable for unauthorized access to Your network or other breaches of Your network security.

9.5 EXCEPT AS EXPRESSLY SET FORTH IN CLAUSE 9, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND M800 EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF PERFORMANCE, SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. M800 DOES NOT WARRANT OR GUARANTEE CONTINUOUS OR UNINTERRUPTED SERVICES. M800 DOES NOT WARRANT THAT THE SERVICES WILL BE SECURE, ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY M800 WILL CREATE A WARRANTY.

10. Intellectual Property Rights

10.1 Unless expressly stated in this Agreement, each Party shall at all times exclusively retain all right, title and interest in and to all their own Intellectual Property Rights.

10.2 You are expressly prohibited from taking any action or procuring any third party to: (i) decompile, reverse engineer, decompile, disassemble or otherwise attempt to translate, reconstruct or discover the Code, underlying ideas or algorithms of any components used to provide the Services; (ii) alter, modify,

translate, adapt in any way, or prepare any derivative work based upon any components used to provide the Services; (iii) rent, lease, network, loan, pledge, encumber, sublicense, sell, distribute, disclose, assign or otherwise transfer any components used to provide the Services or any copy thereof; (iv) use any components used to provide the Services in commercial timesharing, rental or other sharing arrangements; or (v) remove, obscure, or alter any proprietary notice of any M800 trademark, service mark or other components used to provide the Services or any related documentation or other materials furnished or made available hereunder.

10.3 Nothing herein shall give You any right in respect of any trademarks or trade names, service marks, logos, widget shape or any other Intellectual Property Rights of any nature in the M800 infrastructure or M800 platform or in relation to the Services provided under this Agreement or the goodwill of M800 and You agree not to use or claim or modify any right in such proprietary property. You hereby acknowledge and agree that M800 shall retain all right, title and interest in and to all software, documentation, derivative works and other Intellectual Property Rights that are acquired, developed, designed or created under this Agreement.

11. Confidential Information

11.1 Each Party acknowledges and agrees that by reason of its relationship to the other Party to this Agreement it will have access to and acquire knowledge from the other Party's Confidential Information. The Parties to this Agreement further acknowledge and agree, for the purpose of this Clause 11, Confidential Information shall be deemed to include all Parties' Intellectual Property Rights.

11.2 The Parties agree that Confidential Information shall remain the sole and exclusive property of the disclosing party (the "Disclosing Party"), and the receiving party (the "Receiving Party") agrees to maintain the Confidential Information in strict confidence and to use Confidential Information solely for the purpose set forth in this Agreement.

11.3 The Parties warrant to each other: (i) that it will maintain and preserve the confidentiality of all Confidential Information, including but without limitation, taking such steps to protect and preserve the confidentiality of the Confidential Information as it takes to preserve and protect the confidentiality of its own Confidential Information; (ii) that it will disclose such Confidential Information only to its employees and designated personnel on a "need-to-know" basis only, the obligations of which are at least as stringent as those contained in this Clause 11; (iii) that it will not disassemble, "reverse engineer", "reverse compile" or analyze the inputs and outputs of any software or hardware provided under this Agreement

for any purpose, including but not limited to, attempting to ascertain or deduce the functionality or workings of the SDK; and (iv) that it will not disclose such Confidential Information to any third party without the express written consent of the Disclosing Party, provided however, that the Receiving Party may disclose the financial terms of this Agreement to its legal and business advisors and to potential investors, so long as such third parties have entered into a confidentiality agreement with the Receiving Party, the obligations of which are at least as stringent as those contained in this Clause 11.

11.4 Confidential Information shall exclude any information that (i) has been or is obtained by the Receiving Party from a source independent of the Disclosing Party and not receiving such information from the Disclosing Party; (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Disclosing Party; (iii) is independently developed by the Receiving Party without reliance in any way on the Confidential Information provided by the Disclosing Party; (iv) the Receiving Party is required to disclose under judicial order, regulatory requirement, or statutory requirement, provided that the Receiving Party provides written notice and an opportunity for the Disclosing Party to take any available protective action prior to such disclosure; or (v) is owned by the Receiving Party independent of the Disclosing Party.

11.5 After the termination of this Agreement, the Receiving Party shall continue to keep such Confidential Information in confidence and use the Confidential Information only for the purpose permitted under this Agreement.

11.6 Upon the request of the Disclosing Party, the Receiving Party shall return or destroy any Confidential Information on termination of this Agreement.

11.7 The Receiving Party acknowledges that a violation of this Clause 11 may cause irreparable harm to the Disclosing Party, for which monetary damages would be inadequate and injunction relief may be available for a breach of this Clause 11.

12. Data Protection

12.1 You confirm You have read and understood [M800 Privacy Policy](#) as updated from time to time on the M800 Website. You consent that M800 may collect and process the Personal Data relating to You during Your Subscription Term for (i) the provision of the Services that You have subscribed to, and for legal, administrative and management purposes, such as customer service, technical support, billing and reconciliation, operational maintenance, fraud detection and prevention, as required by law and to communicate with You; and (ii) sending information to You via email, phone or postal mail about M800's products, services

and events that may be of interest to You. M800 may make such information (including Personal Data) available to its Affiliates, employees, agents, suppliers and other financial or legal advisers who will provide products or services to M800 on the need-to-know basis and to the Governmental Authority.

12.2 You further acknowledge and agree that in order for M800 to provide the Services, Personal Data may be transferred to jurisdictions/counties outside the contracting jurisdiction. You warrant to M800 that You shall obtain the necessary consents from relevant authorities, Your End-Users or Your Staffs for such transfer of Personal Data. Each Party represents and warrants to the other Party that it shall comply with its obligations under the relevant privacy laws, rules and regulations in the applicable jurisdiction in connection with the Services under this Agreement. You further represent and warrant to M800 that You shall provide proper notices to, and obtain necessary consents from, Your End-Users and/or Your Staffs about how their Personal Data may be used, stored, processed and disclosed.

12.3 The Parties agree to be bound by any applicable law and regulatory in relation to privacy, data protection and Personal Data protection, including but not limited to the Personal Data (Privacy) Ordinance of Hong Kong S.A.R. and any applicable international data protection legislation with respect to performing the Services, such as the General Data Protection Regulation in the European Union. The Parties shall ensure that any of its own personnel do not do or omit to do, anything which would cause either Party to breach or contravene, or become liable for any fines, penalties, liabilities or other amounts in accordance with the applicable law and regulatory for privacy, data protection and Personal Data Protection. In the event either Party becomes aware that it or any of its personnel is processing or has processed the Personal Data in contravention of this Clause 12 in connection with the Services. That Party shall promptly notify and give full details to the other Party of such data breach and contravention.

13. Indemnification

Either Party agrees to defend, indemnify, and hold harmless the other Party, its Affiliates and its respective officers, directors, employees, suppliers and agents from and against any loss, claim, cost, expense, liability or damage, including reasonable attorney's fees and costs resulting from a third-party claim that directly arises from: (i) a claim that a Party infringe the Intellectual Property Rights or other proprietary rights of any third party; (ii) a breach of a Party's representations and warranties hereunder made; (iii) subject to Clause 14, the performance of a Party's obligations hereunder; or (iv) the Party's, or its respective employees' negligence, misrepresentations or other tortious, illegal or unauthorized conduct or any other act or omission arising out of or relating to this Agreement.

14 Limitation of Liability

14.1 Except for (a) personal injury or death resulting from the negligence of M800 or its employees; (b) fraud or fraudulent misrepresentation; (c) willful misconduct; (d) infringement of the Your Intellectual Property Rights; or (e) breach by M800 of its obligations under Clauses 11, M800 shall not be liable for (i) any indirect, incidental, special, consequential, exemplary or punitive damages; or (ii) any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of customers, loss of data, interference with business or cost of purchasing replacement services, arising out of the performance or failure to perform under this Agreement, whether or not caused by the acts or omissions or negligence (including gross negligence) of its employees or agents, and regardless of whether You have been informed of the possibility or likelihood of such damages.

14.2 Notwithstanding anything to the contrary in this Agreement, M800's aggregate liability to You, Your Affiliate, officers, directors, employees, agents and any third party in respect of all events giving rise to liability on M800's part, for loss or damage, however caused (including by negligence) arising out of or in connection with this Agreement and the Services, shall in no event exceed the Subscription Fee paid by You during the twelve (12) months preceding the date of the event or occurrence giving rise to such liability.

15 Publicity and Marketing

The Parties, upon mutual agreement, agree to promote the relationship established herein throughout the Agreement Term. You agree to M800's use of Your logo and/or trade name, and other intellectual properties for marketing purposes, including but not limited to permit M800 to make public announcement(s), communication or circular concerning Your use of the Services. Both Parties, upon mutual agreement, may execute a joint press release announcing the relationship established herein promptly after activation. Any joint press releases require mutual planning, review and approval by M800 and the licensed intellectual property owner.

16 General Provisions

16.1 Force Majeure

Except for Your payment obligations accruing under this Agreement up to the date of a bona fide Force Majeure Event, neither Party shall be liable, nor shall any credit allowance or other remedy be owed, for any performance that is prevented or hindered due to a Force Majeure Event.

16.2 Anti-Bribery

You represent that it has complied and shall comply with all applicable anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Hong Kong Prevention of Bribery Ordinance and similar laws of any other Governmental Authority.

16.3 Assignment

Neither Party may assign this Agreement without express written consent of the other Party; except, however, that either Party may assign this Agreement to an Affiliate or as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets by providing advance written notice to the other Party of any such proposed assignment. Any such assignment by You shall be conditioned on the determination by M800 that the assignee is at least as creditworthy as You. Any purported assignment in contravention of this Clause 16.3 shall be void and the assigning Party shall remain bound by this Agreement passed in application of the said Agreement. This Agreement will bind and inure to the benefit of each Party and each Party's successors and permitted assigns.

16.4 Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong S.A.R., without regard to conflict of laws principles, and shall be binding upon and inure to the benefit of You and M800 and their respective successors and assigns. Any dispute, controversy or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be settled referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (the “**HKIAC**”) under the Hong Kong International Arbitration Centre Administered Arbitration Rules (the “**Rules**”) in force when the Notice of Arbitration is submitted. The place of arbitration shall be in Hong Kong at the HKIAC, and the proceedings shall be conducted in English. There shall be one arbitrator who shall be appointed by the HKIAC in accordance with the Rules.

16.5 Notice

All notices required or permitted to hereunder will be given in writing to the respective Party by personal delivery, certified mail, return receipt requested, transmission by a nationally recognized private express courier or by email upon confirmation of receipt. Notices to M800 shall be copied to legal@M800.com, Attention: Legal Department.

16.6 Relationship

This Agreement shall not form any relationship which constitutes a joint venture, legal partnership, agency, contract of employment or similar business arrangement between You and M800.

16.7 Language

This Agreement is made in English language only and, unless otherwise agreed, all communications between the Parties related to this Agreement shall be conducted in English only.

16.8 Severability and Waiver

The provisions of this Agreement are severable. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the invalidity or unenforceability of such provision shall not affect any other provisions and all provisions not affected shall remain legal, valid and binding and. The failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right or to operate so as to bar the exercise or enforcement of any such or other right on any later occasion.

16.9 Third Party Rights

The Parties do not intend any term of this Agreement to be enforceable by any person who is not a Party to this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (“CRTPO”) and agree that this Agreement shall be excluded from the application of the CRTPO.

16.10 Entire Agreement

This Agreement, constitutes the entire agreement and understanding between the Parties and integrates and supersedes all prior agreements between You and M800 related to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

16.11 Amendment

M800 may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. M800 will publish and post the latest version of this Agreement on the M800 Website and Your continued use of the Services following the effective date of any such amendment may be relied upon by M800 as Your consent to any such amendment. Our failure to enforce at any

time any provision of this Agreement does not constitute a waiver of that provision or of any other provisions of this Agreement.

16.12 Survival

Clauses 2, 5, 9 -14 and 16 shall survive termination of this Agreement. with respect to use of the Services by You, Your Staffs or End-Users. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

Supplemental Terms and Conditions

EXHIBIT A

SERVICE SPECIFIC TERMS

The Supplemental Terms below are supplemental to General Terms and may contain terms and conditions that are specific to the Services. In the event of a conflict between the terms of the General Terms and the Supplemental Terms, the Supplemental Terms shall prevail.

I. Specific Terms for Essentials Service

1.1 If You subscribe to a Service under the Essentials Plan, M800 will make such Service available to You on the basis of free of charge, provided however, that You agree to display the M800 Build-in Advertisement on Your applicable maaiconnect web widget, maaiconnect web dashboard, mobile application and/or other maaiconnect application when You access and use of such Service. For the avoidance of doubt, You shall not conceal, disable or remove the M800 Build-in Advertisement whenever You access to Your Account and use such Service. "M800 Build-in Advertisement" means any and all advertisements built-in to the Services under this Agreement that will not be concealed, disabled and removed by You and Your Staffs, in the form of advertisement banner, video, text, image or hyperlink of "Powered by maaiconnect", for the purpose to promote the M800's products and services.

1.2 M800 ensure that description relating to M800's products and/or services in the M800 Build-in Advertisement is true and accurate.

1.3 M800 may, at its sole discretion, terminate and cease to provide the Essentials Plan in its entirety, without liability, by providing a ninety (90) days' advance written notice to You. Upon the termination of this Essentials Plan, Your Account will be closed and cancelled to the effect that You will not access to and use the

Services under this Agreement.

1.4 If You choose to upgrade Your Essentials Plan to any other Service Plans that published on the M800 Website during the ninety (90) days' grace period, Your Account will be maintained and remain effective for access and use of the Services under applicable upgraded Service Plan.

II. Specific Terms for Pro Service and Business Service

2.1 If You subscribe to a Service under the Service Plan of Pro or Business, whether on a monthly or annual basis, You acknowledge and commit to subscribe a three-month bundled such of Pro or Business Service (the “Subscription Commitment”). You acknowledge and agree not to terminate such of Pro or Business Service and cancel Your Account at any time without reason pursuant to Clause 6.2.2.2 of this Agreement during the period of Subscription Commitment.

2.2 You further acknowledge and agree to pay a refundable deposit as a security for subscription to such of Pro or Business Service upon the commencement of Your Subscription Commitment (the “Deposit”). The Deposit will be charged based on the three months of Your then current Subscription Fee under Your subscribed Plan. Without prejudice to other rights and obligations foregoing, the Deposit may be refund and returned to You without interest within one (1) month after the date of termination of Your then current Subscription Term.

(Effective: 15th May 2020)