

Spektrum Terms of Service Agreement

To be read in conjunction with the Data Protection Agreement.

1. Acceptance of Terms

- 1.1. PLEASE READ THROUGH THE FOLLOWING TERMS OF SERVICE CAREFULLY. IT IS THE TERMS OF SERVICE AGREEMENT REGARDING YOUR USE OF A SUBSCRIPTION SERVICE FOR ONE OF THE AIS TECHNOLOGY SOLUTIONS ("AIS"). BY USING THE SOLUTION OR THE SERVICES OR BY SIGNIFYING YOUR ACCEPTANCE IN ANY OTHER WAY, YOU AGREE TO HAVE CAREFULLY READ, UNDERSTOOD AND ACCEPTED THESE TERMS OF SERVICE AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH ALL THESE TERMS OF SERVICE, YOU ARE NOT AUTHORIZED TO USE THE SOLUTIONS OR THE SERVICES AND YOU SHOULD DISCONTINUE ANY FURTHER INSTALLATION OR USE THEREOF OR DO NOT USE THE SITE FOR ANY PURPOSE WHATSOEVER.
- 1.2. Spektrum is owned, operated, and provided to you by AIS Technology Limited ("the Company") through the website <https://spektrum.aissoftware.com.mt> ("Site").
- 1.3. By enrolling to use Spektrum, you further agree to be bound to all payment terms, policies, practices, rules, standards and guidelines related to the Site and/or AIS, in effect at any time and from time to time made available on the Site.
- 1.4. The reference "You" or "Your" refers to the person or entity subscribing to Spektrum hereunder. You agree that you shall cause any of your agents, representatives, employees, or any person or entity acting on your behalf with respect to the use of Spektrum, to be bound by, and to abide by, these Terms of Service. You further agree that you are bound by these Terms of Service whether you are acting on your own behalf or on behalf of a third party.
- 1.5. By accepting the Terms of Service, you (a) represent and warrant that you are 18 years old or older and are authorized to represent your organization; (b) agree to provide true, accurate, current and complete information; (c) agree to maintain and update this information to keep it true, accurate, current, and complete; and (d) agree to notify the Company of any unauthorized use of your account, password or other breach of security. If any information provided by you is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend, terminate your account and to refuse any or all, current or future use of Spektrum with or without notice. You are entirely liable for all activities conducted through your account.

2. Rights of Service

- 2.1. The Company hereby grants you a non-transferable, non-assignable, non-territorial, non-exclusive license (without license to sublicense) to use Spektrum subject to these Terms of Service. These Terms of Service govern your access to and use of Spektrum. You acknowledge and agree that apart from the agreement to these Terms of Service, you shall have no rights or access whatsoever to the Spektrum. You shall not:
 - 2.1.1. Add, delete, modify, copy, translate, distribute, transmit, display, perform, reproduce, publish, create derivative works based on Spektrum, or permit other individuals to do so;
 - 2.1.2. rent, lease, transfer or otherwise sell any information, software, products or services obtained from Spektrum;
 - 2.1.3. provide third parties with access to your account, except for third parties specifically authorized by the Company. However, you shall remain liable for any such use of your account by another person;
 - 2.1.4. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or source listing for Spektrum;
 - 2.1.5. use Spektrum in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise);

- 2.1.6. engage in conduct which is unlawful or which inhibits another user from enjoying Spektrum or which the Company in its sole discretion determines to be unacceptable;
- 2.1.7. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- 2.1.8. publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information;
- 2.1.9. upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- 2.1.10. use any material or information, including images or photographs, which are made available through Spektrum in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- 2.1.11. advertise or offer to sell or buy any goods or services for any business purpose, unless the Company specifically allows such messages;
- 2.1.12. download any file posted by another user of Spektrum that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- 2.1.13. falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 2.1.14. restrict or inhibit any other user from using Spektrum;
- 2.1.15. violate any code of conduct or other guidelines which may be applicable for Spektrum;
- 2.1.16. harvest or otherwise collect information about others, including e-mail addresses;
- 2.1.17. violate any applicable laws or regulations;
- 2.1.18. create a false identity for the purpose of misleading others; and/or
- 2.1.19. use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of users of Spektrum or other user or usage information or any portion thereof.

3. Intellectual Property

- 3.1. All titles and copyrights, trade secrets, patents, trademarks and other intellectual property in and to Spektrum are owned by the Company. Copyrights, trade secrets and other laws protect Spektrum. All data not expressly entered into the Spektrum by you is the intellectual property of and owned by the Company.

4. Fees and Payments

- 4.1. Fees
 - 4.1.1. If you wish to continue with Spektrum, you will be charged as per the pricing stipulated in the Company's official quotation.
 - 4.1.2. To obtain or purchase hardware for use with the Spektrum, you may consult the Company's authorised sales representative for further information.
- 4.2. The Company reserves the right to change its subscription fees at any time, at its sole and absolute discretion, by posting notice of the same on the Site or by updating these Terms of Service. The Company shall give you notice in writing or email of not less than 14 days of any alteration or revision in the price, and the price as so altered shall apply to Spektrum supplied on or after the applicable date of increase, including outstanding orders. The Price Revision shall not affect the subscription paid before the revision is enforced.
- 4.3. You agree and represent that all the information you have and/or will provide for the purpose of enrolling for Spektrum are and/or will be accurate, complete, and current.

- 4.4. Mode of Payment: You shall ensure that you pay punctually for all subscription fees to the Company, as defined in the quotation. Failure to do so might affect your access to the Site and the retrieval of your data.
- 4.5. Payment can be made by electronic bank transfer. The Company will send an email reminder to your registered email account before your license expires. If the Company has not received your payment on the expiry date, your license status will be classified with an "Inactive" status for a maximum of 30 days and you and all your registered users of your organization will not be able to access data collected in Spektrum. You can renew your Spektrum license during the "Inactive" mode/status of 30 days. The collected data can be retrieved after the license has been renewed.
- 4.6. After 30 days of having been classified as "Inactive", your license will then be classified as "Dormant" and data collected will be kept for 15 days before the data is deleted. Your data in Spektrum will be deleted after 15 days of being classified as "Dormant", subject to any regulations related to the retention of data.
- 4.7. The starting date of the renewed license shall be the date the license expired notwithstanding the actual date of renewal.
- 4.8. You can terminate your account by sending a termination email to the Company at info@ais.com.mt. You are entitled to a refund of the unused subscription for such months which you have paid in advance prior to the aforesaid termination ("Unused Usage"). Any refund will be calculated based on a MONTHLY subscription rate. Any subscription usage exceeding 1 day shall be calculated as 1 month of subscription. A Refund Processing Fee of EUR15 shall be charged to you. Refunds will be provided in the form of a credit note. All processing fees or bank charges shall be borne by you.
- 4.9. All prices of Spektrum are exclusive of any applicable value added tax, goods services tax or any sale/service tax, for which you shall be liable to, if there is any. The amounts charged to you by us, whether through your credit card or otherwise, may be subject to and include applicable taxes, including without limitation withholding taxes. It is your responsibility to remit any taxes that apply to your transactions. You agree to indemnify and hold us harmless from and against any claim arising out of your failure to do so.

5. Representations and Warranties

- 5.1. You represent and warrant that:
 - 5.1.1. you have sufficient authority to agree and to accept these Terms of Service;
 - 5.1.2. you will at all times comply with all applicable laws;
 - 5.1.3. you shall not be in violation of any obligation, contract or agreement by agreeing to accept these Terms of Service and/or by performing your obligations under these Terms of Service;
 - 5.1.4. you shall comply with all of the Terms of Service, as may be amended from time to time; and
 - 5.1.5. all information provided by you is true, accurate, and complete, and is not misleading in any way.

6. Indemnification

- 6.1. You hereby indemnify and hold the Company and its officers, directors and personnel harmless from any such fees, liabilities, claims, losses, damages or penalties arising out of (a) a breach of any representations and warranties by you; (b) breach of these Terms of Service by you; (c) your actions, negligence and/or misconduct; and/or (d) your use of Spektrum (including any use by your authorised person).
- 6.2. The indemnifying party will pay any and all expenses, costs, damages, fees incurred by the indemnified party in connection with or arising from any action, claim, suit or proceeding made against it.
- 6.3. The provisions of this Section 6 shall survive the termination of this Agreement.

7. Confidentiality

- 7.1. Except as and to the extent required by law, you will keep confidential these Terms of Service and shall treat as confidential any information which comes into your possession, pursuant to or as a result of or in the performance of these Terms of Service (whether orally or in writing), whether such information relates to the business, sales, marketing or technical operations of either party or the clientele of either party or otherwise and whether or not such information is expressly stated to be confidential or marked as such. The provisions of this Section 7 shall survive the termination of this Agreement.

8. Term & Termination

- 8.1. These Terms of Service will commence upon signing of the contract. Thereafter, these Terms of Service shall be renewed on the date of the purchase ("Start Date") of the subscription plan of the Spektrum. These Terms of Service shall continue from the Start Date through the initial term specified by the subscription plan ("Initial Term"). At the end of the Initial Term, these Terms of Service will automatically renew on the day following the last day of the Initial Term ("First Renewal Date") and will automatically be renewed thereafter on the first day of each renewal period ("Renewal Period") as specified by the subscription plan, unless either party provides to the other written or electronic notice of termination in accordance with the Terms of Service. The Initial Term specified by the Start Date and the First Renewal Date of the subscription plan, and each subsequent renewal term are collectively the "Term". You may terminate this agreement at any time and for any reason by sending an email to info@ais.com.mt. For Refund Policy, please refer to Section 4.
- 8.2. The Company's Right to Terminate
 - 8.2.1. The Company may terminate this Agreement and discontinue your participation in Spektrum, at its sole discretion, by providing you with written notice.
 - 8.2.2. If the termination is initiated due to any of the following reasons, the refund policy described in Section 4 shall not apply:
 - 8.2.2.1. you fail to make payment in accordance with the Company's terms or these Terms of Service;
 - 8.2.2.2. if the Company believes that you may be in competition with Spektrum or intend to develop a competitive service against Spektrum;
 - 8.2.2.3. if the Company believes that you have violated this Agreement or other policies or guidelines of the Company; and/or
 - 8.2.2.4. if the Company believes your conduct may be harmful to its business or to others who participate in Spektrum.
 - 8.2.3. All decisions made by the Company in this matter are final and binding and neither the Company nor its licensees (or distributors) shall have any liability with respect to such decisions.
 - 8.2.4. Upon termination (by either party):
 - 8.2.4.1. you and all your registered users of your organization can neither access your account nor use Spektrum Service;
 - 8.2.4.2. your license status will be classified with an "Inactive" status for a maximum of 45 days and you and all your registered users of your organization will not be able to access data collected in Spektrum, but you will be provided with a copy of your data within these 45 days; and
 - 8.2.4.3. your data will be removed from the server after 45 days from the date you terminate your license. You will no longer be able to retrieve your data and account after these 45 days.
- 8.3. The Company and their respective affiliates shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, civil or military authority, civil disturbance, war, terrorism, strikes,

fires, other catastrophes, power or telecommunications failure or any other cause beyond its reasonable control.

9. Non-Compete Agreement

- 9.1. You agree that during the Term and for two years thereafter, you shall not develop a competing service/software to Spektrum. You understand that the violation of this clause will be ground for immediate termination of all Spektrum service by the Company with no liability on the part of the Company; and further, you understand that the Company may seek equitable relief to stop the violation and competing activity as well as any other relief available under the law.

10. Modifications

- 10.1. The Company may modify these Terms of Service and all applicable rates/fees/charges at any time and from time to time, in its sole discretion. Any changes will be emailed to you and/or posted on the Site by the Company in no less than 14 days prior to implementation of changes to this Agreement. Any use of the Spektrum and/or Site after such notice shall be deemed to be continued acceptance of these Terms of Service including its amendments and modifications. No conditions other than those set forth herein shall be binding on the Company unless the Company expressly agrees in a writing signed by an authorized representative of the Company. The Company reserves the right to discontinue offering Spektrum and/or Site at any time.

11. Technical Support

- 11.1. You can contact support@ais.com.mt and a reply will reach you within 48 hours during normal business hours.
- 11.2. You will promptly report any errors in the operation of Spektrum to the Company and will not take any actions that would increase the severity of the error. You will use Spektrum solely as described herein. If you violate any of the requirements of this Section, the Company will have no responsibility to provide you with any support.

12. Data

- 12.1. Storage: Data (all data for Spektrum) will be hosted on Microsoft Azure servers hosted in Europe. The Company does not represent, warrant or covenant that the use of Spektrum will be uninterrupted or that the operation of Spektrum will be error-free or secure. In addition, the security mechanisms implemented by the Company for Spektrum have inherent limitations, and you must determine whether the Spektrum sufficiently meets your requirements. Spektrum keeps your data for as long as your subscription is in place, subject to the storage limits of your subscription. In the event of termination, the Company will provide you with the data exported from the database, in SQL format, within 45 days from date of termination. Should you wish to continue with Spektrum, you will be charged as per the pricing at the time of renewal.
- 12.2. Backup: While the Company shall use reasonable effort to protect and backup your data on a regular basis, the Company is not responsible for your data that is residing or uploaded to the Spektrum servers. You are solely responsible for backing up and exporting your data. To ensure efficiency and stability of the system, Spektrum will undergo system maintenances and system upgrades from time to time as shall be determined by the Company's sole and absolute discretion. As such, Spektrum will only keep the transaction data dated up to 2 years before the maintenance date for each End User. For all the other transaction data, reasonable endeavours will be made to back up and send to you or your administrator accordingly.
- 12.3. Your Data: Your data consists of all the information of your organization and data generated while using Spektrum ("Data"). The Company shall not use the Data except directly in furtherance of the purposes of this Agreement. The Company shall not disclose the Data to any third party unless

directed by you, unless (a) such disclosure is made by the Company in response to a court order, and provided that the Company has given you reasonable notice of such court order, or in compliance with any legal obligation which you are a subject (other than a contractual obligation) or for the administration of justice or (b) is non-personally identifiable information. All data that is not your Data belongs to the Company (collectively "Spektrum's Data"). By accepting these Terms of Service you agree that the Company owns all of the Spektrum's Data.

13. Links

13.1. The Company has not reviewed all of the sites linked to the Site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the Company of that site. The Company makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Furthermore, the Company does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to the Site. Use of any such linked web site is at the user's own risk.

14. Disclaimer of Warranties

14.1. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND/OR SPEKTRUM IS AT YOUR OWN RISK. THE SITE AND/OR SPEKTRUM ARE AVAILABLE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY, OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF CONDUCT AND THE COMPANY DISCLAIMS ANY WARRANTY REGARDING THE AVAILABILITY, ACCURACY OR CONTENT OF THE SITE, SPEKTRUM, AND/OR INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITE AND/OR SPEKTRUM, OR ANY ECONOMIC BENEFIT YOU MAY GAIN FROM USE OF THE SITE AND/OR SPEKTRUM.

15. Applicable Law

15.1. This Agreement (i) shall be governed by and construed in accordance with the laws in Malta, without giving effect to its principles of conflicts of law; and (ii) constitutes the complete and entire expression of the agreement between the parties, and shall supersede any and all other agreements, whether written or oral, between the parties concerning the subject matter hereof. You submit to jurisdiction and venue in the courts located in Malta, and further agree that any cause of action you may bring arising under this Agreement will be brought by you exclusively in a court located in Malta.

16. Limitation on Liability

16.1. The Company shall not be liable for any consequential, indirect, incidental or special loss or damages of any nature arising from Service or its use, or loss or damage thereto. Furthermore, and in particular to software products and/or software operated equipment, in no event shall the Company be liable for any special, incidental, indirect or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the equipment and/or software product or the provision of or failure to provide support services, even if the Client advised of the possibility of such damages. The rights conferred by these conditions shall so far as legally possible replace and exclude all civil code, statutory or other warranties or conditions whether expressed or implied. If for any reason any provision in the contract limiting or excluding the Company's liability is determined to be of no legal effect, the Company's liability to the client shall not in any event exceed the annual retainer as set out in Section 4.

17. No Assignment or Resale

17.1. You may not resell, assign, or transfer any of your rights under this Agreement, and if you attempt to resell, assign, or transfer its rights, the Company may immediately terminate this Agreement without liability to the Company.

18. Headings and References

18.1. Headings of Sections are for the convenience of reference only. Words indicated in quotes and capitalized signify an abbreviation or defined term for indicated words or terms, including those definitions contained in the opening paragraph. The content in other Web sites specifically referenced in this Agreement, such as URLs, is incorporated by this reference as though fully stated in this Agreement.

19. Entire Agreement

19.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the two parties.

Last updated: 02/08/2018