GENERAL TERMS AND CONDITIONS OF SERVICE

THIS GENERAL TERMS AND CONDITIONS OF SERVICE GOVERNS CUSTOMER'S ACQUISITION AND USE OF JETOCTOPUS SERVICES.

If Customer registers for a Free Trial of JetOctopus Services or for Free Services, the applicable provisions of this Agreement will also govern that Free Trial or those Free Services.

By accepting this Agreement, by (1) clicking a box indicating acceptance, (2) executing an Order Form that references this Agreement, or (3) using free Services, Customer agrees to the terms of this Agreement. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity to these terms and conditions, in which case the term "Customer" shall refer to such entity. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and may not use the Services.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

JetOctopus's direct competitors are prohibited from accessing the Services, except with JetOctopus's prior written consent.

This Agreement was last updated on September 1, 2019. It is effective between Customer and JetOctopus as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

"Agreement" means this General Terms and Conditions of Service.

"Beta Services" means JetOctopus services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement of that company or entity which have entered into Order Forms.

"Customer Data" means electronic data and information submitted by or for Customer to the Services.

"Free Services" means Services that JetOctopus makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and JetOctopus, including any addenda and supplements thereto.

"Purchased Services" means Services that Customer purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

"Services" means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by JetOctopus.

"JetOctopus" means the https://jetoctopus.com company described in the "JetOctopus Contracting Entity, Notices, Governing Law" section below.

"User" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by JetOctopus without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, JetOctopus at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. JETOCTOPUS RESPONSIBILITIES

2.1 Provision of Purchased Services. JetOctopus will:
(a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms,
(b) provide applicable JetOctopus standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased,
(c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for:
(i) planned downtime (of which JetOctopus shall give advance electronic notice), and
(ii) any unavailability caused by circumstances beyond JetOctopus's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving JetOctopus employees), Internet service provider failure or delay or denial of service attack, and
(d) provide the Services in accordance with laws and government regulations applicable to JetOctopus's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement and the applicable Order Form. The Customer will access the Service in "Software as a Service" mode, by connecting to JetOctopus's technical infrastructure.

2.2 JetOctopus Personnel. JetOctopus will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with JetOctopus's obligations under this Agreement, except as otherwise specified in this Agreement.

2.3 Beta Services. From time to time, JetOctopus may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion.

2.4 Free Trial. If Customer registers on JetOctopus's website for a free trial, JetOctopus will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of
(a) the end of the free trial period for which Customer registered to use the applicable Service(s), or
(b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or
(c) termination by JetOctopus in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Notwithstanding the "Representations and Disclaimers" section below, during the free trial the services are provided "as-is" without any warranty and JetOctopus shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period unless such exclusion of liability is not enforceable under applicable law in which case JetOctopus's liability with respect to the services provided during the free trial shall not exceed euro 1,000.00.
Without limiting the foregoing, JetOctopus and its licensors do not represent or warrant to customer that:
(a) Customer's use of the services during the free trial period will meet customer's requirements,
(b) Customer's use of the Services during the Free Trial period will be uninterrupted, timely, secure or free from error, and
(c) usage data provided during the Free Trial period will be accurate.
Notwithstanding anything to the contrary in the "Limitation of Liability" section below, Customer shall be fully liable under this Agreement to JetOctopus for any damages arising out of Customer's use of the Services during the free trial period, any breach by Customer of this Agreement.

Customer shall review the applicable service descriptions during the trial period to become familiar with the features and functions of the services before making a purchase.

2.5 Free Services. JetOctopus may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that JetOctopus, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that JetOctopus will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to

termination of Customer's access to the Free Services for any reason, provided that if JetOctopus terminates Customer's account, except as required by law JetOctopus will provide Customer a reasonable opportunity to retrieve its Customer Data.

Notwithstanding the "Representations and Disclaimers" section below, the Free Services are provided "as-is" without any warranty and JetOctopus shall have no indemnification obligations nor liability of any type with respect to the Free Services unless such exclusion of liability is not enforceable under applicable law in which case JetOctopus's liability with respect to the free services shall not exceed $1,000.00.

Without limiting the foregoing, JetOctopus and its licensors do not represent or warrant to Customer that:

(a) Customer's use of the free services will meet customer's requirements,

(b) Customer's use of the free services will be uninterrupted, timely, secure or free from error, and

(c) usage data provided through the Free Services will be accurate. Notwithstanding anything to the contrary in the "Limitation of Liability" section below, Customer shall be fully liable under this Agreement to JetOctopus for any damages arising out of Customer's use of the Free Services, any breach by Customer of this Agreement.

3. USE OF SERVICES

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form,

(a) Purchased Services is purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal,

(b) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by JetOctopus regarding future functionality or features.

3.2 Usage Limits. Services is subject to usage limits specified in Order Forms. If Customer exceeds a contractual usage limit, JetOctopus may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding JetOctopus's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon JetOctopus's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will

(a) be responsible for Users' compliance with this Agreement and Order Forms,

(b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services,

(c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and notify JetOctopus promptly of any such unauthorized access or use,

(d) use Services only in accordance with this Agreement, Order Forms and applicable laws and government regulations.

Any use of the Services in breach of the foregoing by Customer or Users that in JetOctopus's judgment threatens the security, integrity or availability of JetOctopus's services, may result in JetOctopus's immediate suspension of the Services, however JetOctopus will use commercially reasonable efforts under the circumstances to provide

Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not
(a) make any Service available to anyone other than Customer or Users, or use any Service for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form,
(b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service include any Service in a service bureau or outsourcing offering, without JetOctopus's prior written consent,
(c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights,
(d) use a Service to store or transmit Malicious Code,
(e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein,
(f) attempt to gain unauthorized access to any Service or its related systems or networks,
(g) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access or use any of JetOctopus intellectual property except as permitted under this Agreement, an Order Form,
(h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, without JetOctopus's prior written consent
(i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes, without JetOctopus's prior written consent,
(j) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or access it to
(1) build a competitive product or service,
(2) build a product or service using similar ideas, features, functions or graphics of the Service,
(3) copy any ideas, features, functions or graphics of the Service, or
(4) determine whether the Services are within the scope of any patent.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,
(i) fees are based on Services subscriptions purchased and not actual usage,
(ii) payment obligations are non-cancelable and fees paid are non-refundable, and
(iii) quantities purchased cannot be decreased during the relevant subscription term.

4.2 Refund Policy. JetOctopus reserve the right to refund paid fees at its sole discretion in case of Customer's technical inability to use the Services.

4.3 Invoicing and Payment. Customer will provide JetOctopus with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to JetOctopus. If Customer provides credit card information to JetOctopus, Customer authorizes JetOctopus to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either monthly or in accordance with any different billing frequency stated in the applicable Order Form. Customer is responsible for providing complete and

accurate billing and contact information to JetOctopus and notifying JetOctopus of any changes to such information.

4.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized JetOctopus to charge to Customer's credit card), JetOctopus may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, JetOctopus will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

4.5 Payment Disputes. JetOctopus will not exercise its rights under "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.6 Taxes. JetOctopus's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If JetOctopus has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, JetOctopus will invoice Customer and Customer will pay that amount unless Customer provides JetOctopus with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, JetOctopus is solely responsible for taxes assessable against it based on its income, property and employees.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, JetOctopus reserves all of the right, title and interest in and to the Services including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 License by Customer to Use Feedback. Customer grants to JetOctopus worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of JetOctopus's services.

5.3 License by Customer to Use Name, Commercial Name, Brands and Logos. Customer grants to JetOctopus worldwide, perpetual, irrevocable, royalty-free license to place its name, commercial name, brands and logos at "Our clients" section of the JetOctopus website.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be

understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of JetOctopus includes the Services and the terms and conditions of all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party and the content of communications between the parties. However, Confidential Information does not include any information that

(i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,

(ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,

(iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or

(iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional JetOctopus services.

6.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to

(i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and

(ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

Neither party will disclose the terms of any Order Form to any third party, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its legal counsel or accountants will remain responsible for such legal counsel's or accountant's compliance with this "Confidentiality" section.

Notwithstanding the foregoing, JetOctopus may disclose the terms of any applicable Order Form to a subcontractor to the extent necessary to perform JetOctopus's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS AND DISCLAIMERS

7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 Disclaimers. Ane Service is provided "as is," and as available exclusive of any warranty whatsoever. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. In no event shall the aggregate liability of each party together arising out of or related to this agreement exceed the total amount paid by Customer hereunder for the Services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's payment obligations under the "Fees and Payment" section above.

JetOctopus can by no means be held liable for
(i) any problem, fault or error that occurs due to use of the Service in a way that does not comply with the instructions, procedures or other specifications given by JetOctopus or due to breach by the Customer of any of its obligations under the Agreement,
(ii) problems occurring further to use of the Service in conjunction with software or equipment that is incompatible with the Customer's operating system for which the Service has been provided,
(iii) any loss or corruption of software or data, whatever the cause and origin, if this corruption, damage or loss of data could have been avoided and corrected if the Customer had put in place a regular backup system,
(iv) change or design defect in the Customer's website used in conjunction with the Service,
(v) introduction of a computer virus affecting the correct operation of JetOctopus's website,
(vi) intrusion of a third party into the computer system affecting the correct operation of JetOctopus's website,
(vii) a change in the host or hosting system,
(viii) a network failure making JetOctopus's website inaccessible,
(ix) an incident concerning the Customer's technical infrastructure. In any case, in the context of this Agreement, JetOctopus's financial liability will be limited to one hundred percent (100%) of the fees paid by the Customer for the Service during the twelve month preceding occurrence of the event having generated the damage or loss, it being specified that if one or more events generated the same damage or loss, all these events would then be considered as one single event.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

9.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions

will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at JetOctopus's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

9.3 Termination. A party may terminate this Agreement for cause
(i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or
(ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.4 Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to JetOctopus for the period prior to the effective date of termination.

9.5 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Limitation of Liability," "Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as JetOctopus retains possession of Customer Data.

10. GENERAL PROVISIONS

10.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between JetOctopus and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be:
(1) the applicable Order Form, (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

10.2 Personally Identifiable Information. JetOctopus will not use any personal information from Client's users (IP address, Email, username, passwords, etc.) to produce the Services. Shall any personal information be provided by the Client, JetOctopus will immediately delete these information and inform the Client.

10.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, JetOctopus will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 JetOctopus Contracting Entity, Notices, Governing Law. The JetOctopus OU is an entity entering into this Agreement, the email address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit will be governed by Estonian law.

10.7 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon the second business day after sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer.

10.8 Agreement to Governing Law and Jurisdiction. This Agreement shall be governed, construed, and interpreted in accordance with the law of the Republic of Estonia.

10.9 Our details:
JetOctopus OÜ
Email:
Reg.no.: 14483580;
Harju maakond, Tallinn, Kesklinna linnaosa, Narva mnt 7-kabinet 634, 10117
The Republic of Estonia