Terms of Service

Last Updated: 10 October 2025

Please read these terms and conditions of service (these "**Terms**") carefully. Once accepted they form a contract ("**Contract**") between you and us that governs your access and use of the Convene services, which shall comprise (together the "**Services**"):

(i) the hosted or on-premise solution of Convene provided by us or our affiliates for online storage, sharing and processing of files, materials, data, or other content;
(ii) Convene software provided or made available by us or our affiliates including any patches and releases (the "Software");
(iii) Any support, maintenance or other services we provide in relation to the Convene solution or Software; and
(iv) any written or electronic use or features guides, videos or other documentation of Convene provided or made available by us or our affiliates (the "User Guides").

BY REGISTERING FOR AN ACCOUNT OR USING ANY OF THE SERVICES YOU ARE INDICATING YOUR ACCEPTANCE TO THESE TERMS AND ARE AGREEING TO BE BOUND BY AND A PARTY TO THIS BINDING CONTRACT.

IF YOU DO NOT AGREE WITH THESE TERMS, OR DO NOT HAVE THE AUTHORITY TO AGREE TO THEM ON BEHALF OF YOUR COMPANY, CORPORATION, PARTNERSHIP, ASSOCIATION, GOVERNMENT, GOVERNMENT INSTITUTION, GOVERNMENT OWNED AND CONTROLLED CORPORATION, PUBLIC OR PRIVATE EMPLOYER, PRINCIPAL, OR ANY OTHER ENTITY OR PERSON FOR WHICH/WHOM YOU PURPORT TO BE AN AGENT, EMPLOYEE OR REPRESENTATIVE (COLLECTIVELY REFERRED HEREAFTER AS "ORGANIZATION"),YOU MUST NOT REGISTER FOR AN ACCOUNT WITH US AND MUST NOT USE THE SERVICES.

If you obtain or subscribe the Services through any of our authorized resellers or channel partners, please in particular refer to Clause 26 and its subclauses.

If you are using the Convene AI add-on, please see our Convene AI Terms of Service (www.azeusconvene.com/aiterms) which shall govern and control your rights and obligations in relation to the use of the AI features.

You may not access the Services if you are our direct competitor, except with our prior written consent. In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Business users : If you are not a consumer and are using the Services on behalf of an organization:

(a) you are agreeing to these Terms for and on behalf of your organization and represent and warrant to us that you have the authority to bind that organization to these Terms (in which event, "you" and "your" will refer to that organization);
(b) you agree that you are responsible for your End Users' compliance with these Terms and for their use of the Services;
(c) you agree that you have obtained from your End Users any consent including but is not limited to collection and processing of their personal data as required in these Terms or which is necessary to allow us to provide the Services, otherwise you must not set up or provide any account for these End Users to use our Services;
(d) you may use the Services only in compliance with these Terms and only if you have the power to form a contract with us and are not barred under any applicable laws from doing so; and

(e) your use of the Services shall be exclusively governed by these Terms and the policies referred to or incorporated herein and its future amendments, except where any separate agreement governing your Convene business account, validly entered into between yourself and us, expressly provides that it supersedes or prevails over these Terms. In such case, the separate agreement shall govern your use of the services.

(f) In the event that a separate agreement was validly executed, but which does not expressly provide that it supersedes these Terms, it is agreed and understood that your use of the Services shall continue to be governed by these Terms, and that these terms shall prevail in case of contradictions or inconsistencies.

For the purposes of these Terms, "consumer" means anyone purchasing and using the Services not in the course of a business. These terms are not intended to affect any consumers' statutory rights and will apply to the extent that applicable law allows in the country where that consumer is resident.

Please note that, to the maximum extent permitted by applicable law and except as set out in these Terms, we do not provide warranties for the Services. This contract also limits our liability to you. See clauses 16 and 18 for details.

1. DEFINITIONS

1.1 For the purposes of these Terms,

(a) "Affiliate" or "affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(b) "Content" means any files, materials, data or other content that you submit or upload to our hosted solution of Convene or to Convene software hosted in your premises for online storage, sharing or processing. If you have availed the Convene AI add-on, Content includes information submitted by you to Convene AI and outputs generated by Convene AI in response to your inputs.

(c) "End User" means an individual who is authorized by you to use the Services, for whom you have purchased a subscription (or in the case of any Services provided by us without charge, for whom Services have been provisioned), and to whom you (or, where applicable, we) have supplied a user identification and password (for Services utilizing authentication). End Users may include, for example, your board members, executives, employees and consultants.

(d) "Order Form" means an ordering document or purchase agreement specifying the Services to be provided hereunder that is entered into between you and us, including any addenda and supplements thereto. By entering into an Order Form hereunder, you agree to be bound by these Terms.

(e) "Site" means the Convene websites owned or operated by us or our affiliates, including those located at www.azeusconvene.com .

(f) "We," "we", "Us", "us", "Our" or "our" means the Azeus company described in clause 24.1 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

(g) "You", "you", "Your" or "your" means (a) yourself if you are a consumer; or (b) the organization or other legal entity for which you are accepting these Terms, or the organization or other legal entity which have signed Order Forms, if you are business user(s).

2. CHANGES TO THESE TERMS

2.1 You agree that we may change these Terms from time to time due to changes in our Services and the laws that apply to us and you. We will date and post the most current version of these Terms on our Site. If we make any changes, we will notify you by revising the "Last Updated" date at the top of these Terms and in some cases, where appropriate, we may provide you with additional notice (such as adding a statement to our homepage or sending you an email notification). Any changes will be effective upon posting the revised version of these Terms on the Service (or such later effective date as may be indicated at the top of the revised Terms).

2.2 If in our sole discretion we deem a revision to these Terms to be material, we may notify you via the Services and/or by email to the email address associated with your account. Notice of other changes may be provided on the Site or related Convene blogs. We therefore encourage you to check the date of these Terms whenever you visit the Site to see if these Terms have been updated.

2.3 If we do update these Terms and you do not agree to the updated Terms, you shall be free to decide whether to accept the terms or stop using the Services. You can deactivate your account with us at any time by sending an email request to support@azeusconvene.com .

2.4 Your continued access or use of any portion of the Services constitutes your acceptance of such changes. If you do not agree to any of the changes, we are not obligated to keep providing the Services, and you must cancel and stop using the Services.

3. ACCESS TO THE SERVICE

3.1 Once you have created an account and you accept these Terms you may use the Services on a non-exclusive, non-transferable basis, solely in strict compliance with these Terms and all applicable laws. You do not obtain any other right or interest in Convene or the Services.

4. YOUR ACCOUNT

4.1 To obtain access to certain Services, you will be required to obtain an account with Convene (become a "**Registered User**"). You can create an account by contacting us, or where applicable, completing a registration form. We will evaluate the registration application in good faith and will notify you in a timely manner regarding your acceptance or rejection.

4.2 When registering with Convene you must: (a) provide true, accurate, current and complete information about yourself as requested by the Services registration form (such information being the "**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

4.3 Upon acceptance of these Terms and completion of the registration process, you will have opened an account with Convene and will become a Registered User. At this point you can begin using all of the Services. Only you may use your Convene account. You must keep your account and password confidential and not authorize any third party to access or use the Services on your behalf, unless we provide an approved mechanism for such use. You must contact us right away if you suspect misuse of your account or any security breach in the Services. You are responsible for all activities that take place with your account. **We will not be liable for any loss or damage arising from any unauthorized use of your accounts.**

4.4 If a third party such as an employer, or school gave you your account, that party has rights to access your account and may: manage your account, reset your password, disable your account and view your accounts.

4.5 If you are an individual Registered User of the Services, and the domain of the primary email address associated with your account is owned by an organization and was assigned to you as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with us and add your account to such relationship, then, if you do not change the email address associated with your account, your account may become subject to the commercial relationship between us and such organization and controlled by such organization.

4.6 We may suspend or terminate your account or our Services to you if it appears to us that you are, or your account has been used in breach of these Terms (including by providing false Registration Data or other misuse of the Services) or any applicable laws.

4.7 You can close your account with us at any time by sending an email request to support@azeusconvene.com .

5. FREE TRIAL

5.1 If you register for a free trial of our Services, we will make one or more Services available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered to use the applicable Service(s), or (b) the start date of any purchased service subscriptions ordered by you for such Service(s), or (c) termination by us in our sole discretion.

5.2 You agree that you will use the Services provided under free trial for the sole purpose of evaluating the Services as a pre-requisite to purchasing a subscription to the Services. Allowing usage of the Services by unrelated third parties who seek to build a competing software or service, or by competitors who sell similar software, will be considered as fraudulent usage of the Services and legal action will be taken against you.

5.3 Any data you enter into the Services, and any customizations made to the Services by or for you, during your free trial will be permanently lost unless you purchase a subscription to the same Services as those covered by the trial, purchase applicable upgraded Services, or export such data, before the end of the trial period. You cannot transfer data entered or customizations made during the free trial to Services that would be a downgrade from that covered by the trial; therefore, if you purchase Services that would be a downgrade from that covered by the trial, you must export your data before the end of the trial period or your data will be permanently lost. We may charge you for the cost for exporting the data for you.

6. SERVICE / LICENSE START DATE FOR PAID SUBSCRIPTION

6.1 If your account is subject to a paid subscription plan with us, you and us should agree on the subscription/license start date for the Convene solution or Software (hereinafter referred to as the 'Subscription Start Date'). In the event that you and us cannot agree on the Subscription Start Date, the Subscription Start Date shall be the earliest of the following dates:

(a) the date the Convene solution or Software is ready for use. The hosted solution of Convene is ready for use on the date it sent you or your organization the first welcome email; whereas the on-premise solution of Convene is ready for use on the date it was handed off to you;
(b) the date you started using the Convene solution or Software;
(c) the date you indicated that you would start using the Convene solution or Software.

6.2 In case any add-on, component, integration, or any part of the Services (such as End User training) (hereinafter referred to as “Item”) will or needs to be delivered at a later date, the above determination of Subscription Start Date applies to those parts of the Services already delivered.

6.3 If, for reason(s) due to you, any Item cannot be implemented, installed, delivered or completed (partially or entirely) even after three (3) months from the date the Order Form for the relevant Item was entered into or after two (2) months from any original intended service start date for the Item, whichever is earlier (hereinafter referred to as the “Due Date”), the Item is deemed to have been delivered and the subscription/license for the Item is deemed to have started on the Due Date (and in case the Item refers to End User training or professional services, the End User training or professional services is/are deemed to have been conducted). We have the right to invoice you for the fees for the Item after the Due Date, or in any case, when the Contract is terminated. Any advance payment for such Item(s) shall not be refundable in any event.

7. ELECTRONIC COMMUNICATIONS AND SOLICITATION

7.1 By registering for a Convene account, you understand that we may use your email address to send you communications or data regarding the Services, including but not limited to (a) notices about your use of the Services, including any notices concerning violations of use, (b) updates, and (c) where you agree, promotional information and materials regarding Convene's products and services, via electronic mail.

8. CONTENT

8.1 Except for material that we license to you, we do not claim ownership of any Content that is transmitted, stored, or processed in your account(s) and such Content is your sole responsibility as the person who created the Content or introduced it into the Services. We also do not control, verify, or endorse the Content that you and others make available on the Service.

8.2 We provide functions that allow you to control who may access your Content. If you enable the features that allow you to share the Content with others, anyone you have shared content with may have access to your Content.

8.3 We do not own, control or direct the use of any of Content stored or processed by you. Only the customers or users are entitled to access, retrieve and direct the use of such information. We are largely unaware of what information is actually being stored or made available by you through the Service and we do not directly access such information or data except as authorized by you or as necessary to provide support services to you.

8.4 You represent and warrant that: (a) you have all the rights to the Content necessary for you to use the Services and to grant the rights in this clause; and, (b) the storage, use or transmission of the Content does not breach any law or these Terms.

8.5 You will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with these Terms and any and all applicable laws, and regulations; and (c) promptly handle and resolve any notices and claims relating to the Content, including any notices sent to you by any person claiming that any Content violates any person's rights, such as take-down notices and any other notices.

8.6 We shall use reasonable skill and due care in providing the Services, but we do not guarantee or promise that any Content you may store or access through the Services will not be subject to inadvertent damage, temporary unavailability, corruption or loss. To the maximum extent permitted by law and except as set out in these Terms, we will have no liability of any kind as a result of the deletion of, correction of, destruction of, damage to, loss of or failure to store, access or encrypt any Content unless it was directly due to our fault.

8.7 You must immediately notify us in writing of any unauthorized use of any (a) Content (b) any Account or (c) the Services that comes to your attention. In the event of any such unauthorized use by any third party that obtained access through you, you will take all steps necessary to terminate such unauthorized use. You will provide us with such cooperation and assistance related to any such unauthorized use as we may reasonably request.

9. SUSPENSION AND TERMINATION OF CUSTOMER'S USE OF THE SERVICE

9.1 We reserve the right to temporarily suspend or terminate your access to the Services, or withhold all or any part of the Services, at any time in our sole discretion, without incurring liability of any kind to you for: (a) your actual or suspected violation of these Terms; (b) your failure to pay any invoice on time; (c) your use of the Services in a manner that may cause us to have legal liability or disrupt others' use of the Services; (d) the suspicion or detection of any malicious code, virus or other harmful code by you or in your account; (e) scheduled downtime and recurring downtime; (f) use of excessive storage capacity or bandwidth (not applicable if you have subscribed on-premise Services); (g) if you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (h) any unavailability caused by circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving our employees), unplanned technical problems and outages, Internet service provider failure or delay, failure or service unavailability from third party providers such as hosting and audio video conferencing service providers, or denial of service attack. If, in our determination, the suspension might be indefinite and/or we have elected to terminate your access to the Services, we will use commercially reasonable efforts to notify you through the Services. We may also terminate the Contract for any reason by providing you 30 days advance notice.

9.2 In connection with Clause 9.1(e), you agree that any suspension of Services during the scheduled downtime shall not be considered when determining our level of fulfillment against any service level commitment (including the percentage of service availability) we agreed with you, and if you have subscribed hosted Services, you agree that scheduled downtime can be arranged during the below hours:

(i) 2:00 AM to 6:00 AM EST daily for customers using Services hosted in our United States servers
(ii) 2:00 AM to 6:00 AM EST daily for customers using Services hosted in our Canada servers
(iii) 2:00 AM to 7:00 AM CET daily for customers using Services hosted in our Europe servers
(iv) 12:00 AM to 5:00 AM AEST daily for customers using Services hosted in our Australia servers
(v) 12:00 AM to 5:00 AM KSA daily for customers using Services hosted in our Middle East servers
(vi) 1:00 AM to 6:00 AM SGT daily for customers using Services hosted in our Asia servers
(vii) 1:00 AM to 6:00 AM SAST daily for customers using Services hosted in our South Africa servers

9.3 You acknowledge that if your access to the Services is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

9.4 Upon termination by us, for reasons other than cause, or at your direction, you may request access to your Content, which we will make available for an additional fee. You must make such request within thirty (30) days following termination. For on-premise Services in particular, the Convene solution should remain hosted on your premises in an intact manner when such request is made. Otherwise, **any Content you have stored with the Services may not be retrievable**, and we will have no obligation to maintain any data stored in your account.

9.5 In addition to other termination provisions, if your account is not currently subject to a paid subscription plan with us, we at our discretion may terminate your account if: (a) you do not engage in any activity in your account within thirty (30) days after becoming a Registered User; or (b) you do not engage in any activity in your account for any period of one-hundred and twenty (120) consecutive days. In the event of such termination, any Content you may have stored will be deleted permanently.

9.6 If you have paid to use the Services and we terminate the Services without cause or we materially downgrade its functionality and as such you decide to terminate the Services, we will provide you with a pro rata refund of any pre-payment.

9.7 On termination for any reason:

(a) all rights granted to you under the Contract shall cease;
(b) you and your End Users shall cease all activities authorized by the Contract;
(c) you shall immediately pay to us any sums due to us under the Contract; and
(d) you and your End Users shall immediately destroy or return to us (at our option) all copies of the Software and User Guides then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

10. ACCEPTABLE USE

10.1 You shall ensure that the number of End Users authorized to use the Services at any time does not exceed the number of licenses you have been granted or have purchased.

10.2 Notwithstanding anything to the contrary in Contract, only the End Users may utilize the Services and they shall not allow a third party to have access to or otherwise use the Services. In particular, you agree that you, your affiliates and your End Users will not allow usage of the Services by unrelated third parties who seek to build a competing software or service, or competitors who sell software or service similar to ours. You further agree to confess judgment and to be jointly and severally bound with such unrelated third parties, in case of above-explained fraudulent use of the Services, and may therefore face legal action as a result thereof.

10.3 If you have subscribed the on-premise version of the Services, you can host the Software on your premises.

10.4 You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organization, or us and/or to build a similar service or website. You must not: damage, disable, overburden, or impair the Service (or any network connected to the Services); resell or redistribute the Services or any part of it; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or Services (such as a bot, a spider, or periodic caching of information stored by us) to access or use the Services.

10.5 In addition, you promise that you will not and will not encourage or assist any third party to:

(a) modify, alter, tamper with, repair or otherwise create derivative works of any Software;
(b) reverse engineer, disassemble or decompile the software used to provide or access the Services, including the Software, or attempt to discover or recreate the source code used to provide or access the Services;
(c) use the Service in any manner or for any purpose other than as expressly permitted by these Terms, any User Guides or any other policy, instruction or terms applicable to the Service that are available on the Service ("Policies");
(d) sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
(e) remove, obscure or alter any proprietary rights notice pertaining to the Services;
(f) access or use the Services in a way intended to improperly avoid incurring fees or exceeding usage limits or quotas;
(g) use the Services in connection with the operation of nuclear facilities, aircraft navigation, communication systems, medical devices, air traffic control devices, real time control systems or other situations in which the failure of the Services could lead to death, personal injury, or physical property or environmental damage;
(h) use the Services to: (i) engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data; (ii) send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) advertise or promote a commercial product or service that is not available through Convene unless your account is subject to a business subscription; (iv) store or transmit inappropriate Content, such as Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libellous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offence, or (3) that infringes the intellectual property rights or rights to the publicity or privacy of others; (v) store or transmit any Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware; or (vi) abuse, harass, stalk or otherwise violate the legal rights of a third party;
(i) interfere with or disrupt servers or networks used by us to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Services;
(j) access or attempt to access Convene's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means;
(k) cause, in our sole discretion, inordinate burden on the Service or Convene's system resources or capacity; or
(l) share passwords or other access information or devices or otherwise authorize any third party to access or use the Software or the Services.

10.6 You agree that you, your affiliates and your End Users will not, either directly or indirectly, create, copy, produce, reproduce, or supply software or services which are similar to, or are in competition with the Services or Software during the term of this Contract and for a period of two years after expiry of this Contract, regardless of whether those software or services are for commercial purposes or for use within your organization.

10.7 We reserve the right, in our sole discretion, to deactivate, change and/or require you to change your Convene user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services and which makes use of Convene's trademarks for any reason or for no reason. We may exercise such right at any time, with or without prior notice. We will make all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. We reserve the right, in our sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any Content.

11. UPDATES AND CHANGES TO THE SERVICE

11.1 If you have subscribed hosted Services, we reserve the right, in our sole discretion, to make necessary unscheduled deployments of changes, updates or enhancements to the Services at any time.

11.2 If you have subscribed the on-premise version of the Services, during the term of the Contract we may provide you with software patches and updates for the Software. If the software patches and updates are accepted by you, they shall become the Software for all purposes of this Contract. Where the software patches and updates correct errors, address security issues or respond to statutory changes or best practice, they must be accepted by you as reasonably as possible failing which the warranties, liabilities and indemnities and any service level commitments contained in this Contract concerning the operation of the Software and Services shall cease to apply. In addition, we shall have the right to stop providing you support for the Software if you refuse to apply any software patches and updates and under such situation the warranties, liabilities and indemnities and any service level commitments contained in this Contract concerning the operation of the Software and Services shall cease to apply.

11.3 We may add or remove functionalities or features, and we may suspend or stop the Services altogether.

11.4 If you have paid to use the Services and we terminate the Services without cause or we materially downgrade its functionality and as such you decide to terminate the Services, we will provide you with a pro rata refund of any pre-payment.

12. SOFTWARE

12.1 If you receive Software from us, its use will be subject to the terms of the license agreement that accompany the Software. You must accept such terms in order to use the Software. If no license is presented to you when you download the Software, these Terms apply. We reserve all other rights to the Software.

12.2 We may automatically check your version of the Software. If you have subscribed hosted Services, you acknowledge and agree that we may also automatically download to your computer or device new versions of the Software as part of the Services. If you have subscribed on-premises Services, we will agree with you in advance the schedule before deploying any new version of the Software if it is part of the Services or the Contract.

12.3 Any Software is licensed, not sold. Unless we notify you otherwise, your right to use the Software ends when your right to use the Services ends. You must then promptly uninstall the Software, or we may disable it. You must not work around any technical limitations in the Software.

12.4 You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users, and end use.

12.5 If you have subscribed the on-premise version of the Services,

(a) Subject to the acceptable use of the Services set out in clause 10, your use of the Software shall be restricted to use of the Software in object code form.
(b) You may make additional copies of the Software sufficient for back-up purposes only, which shall in all respects be subject to the terms and conditions of the Contract. You shall record the number and location of all copies of

the Software and take steps to prevent unauthorized copying. You shall keep a complete and accurate record of your copying and disclosure of the Software and your End Users, and produce such record to us on request from time to time.

(c) Copying of Software or any authorized copy, modification or merged portion thereof or any other element of the Software is forbidden except as expressly authorized herein or subsequently in writing by us. You shall be responsible for any copyright infringement that is caused, encouraged or permitted by and/or flowing as a consequence of any failure of you to comply with these terms and conditions.

(d) You shall permit us to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this Contract, for the purposes of ensuring that you are complying with the terms of this Contract, provided that we provide reasonable advance notice to you of such inspections, which shall take place at reasonable times.

(e) You shall assist us from time to time in verifying that the number of End Users licensed to use the Software is in accordance with the Order Form. In particular, but without limitation, such assistance shall extend, where reasonably requested by us, to you affording us limited access, onsite or offsite, to that part of the Software required to verify such information providing such access is strictly controlled by you and its sole purpose is to verify your compliance with the terms of the Contract.

(f) If you have changed or updated your infrastructure including but not limited to settings or databases for hosting the Software ('Cause of Problem') and that has led to issues with the Software or Services requiring us to investigate or resolve, or that will require us extra cost to provide ongoing support of the Software or Services for you, regardless of whether the Cause of Problem was identified before or after we have provided the related services or incurred the extra cost, you agree that we have the right to charge you for the services provided and the extra cost incurred, and you agree to pay for the same upon our issue of the invoice.

12.6 We reserve the right to change or substitute any third-party service providers which provide goods or services that are integrated as or form part of the Services. Such change may occur at our discretion, provided that we remain committed to any functionality and service levels we have committed in the Contract.

13. THIRD PARTY SERVICES AND CONTENT

13.1 All transactions you make using the Services are between the relevant transacting parties only. The Services may contain features and functionalities linking you or providing you with certain functionality and access to third party content, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge and agree that we are not responsible for such content or services. We are not an agent of any such transacting parties, nor are we a direct party in any such transaction. Any such activities, and any terms associated with such activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third party content you access with the Services, and you irrevocably waive any claim against us with respect to such sites and third-party content.

13.2 We shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third-party. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

13.3 You are solely responsible for your dealings with any third party related to the Services, including the delivery of and payment for goods and services.

13.4 Should you have any problems resulting from your use of any third party services, or should you suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, we will not be responsible unless the problem was the direct result of our breaches.

14. OUR PROPRIETARY RIGHTS

14.1As between us and you, we or our affiliates or our licensors own and reserve all right, title and interest in and to the Services and all hardware, software and other items we used to provide the Services (including all intellectual property rights therein), other than the rights explicitly granted to you to use the Services in accordance with this Terms. No title to or ownership of any proprietary rights related to the Services is transferred to you pursuant to these Terms. You acknowledge that all intellectual property rights embodied in the Services and any bespoke development shall be, and shall remain, the sole property of us, our affiliates or our licensors (as the case may be). All rights not explicitly granted to you are reserved by us. In the event that you provide comments, suggestions and recommendations to us with respect to the Services (including, without limitation, with respect to modifications, enhancements, improvements and other changes to the Services) (collectively, "**Feedback**"), you hereby grant to us a world-wide, royalty free, irrevocable, perpetual license to use and otherwise incorporate any Feedback in connection with the Services.

15. PRIVACY AND DATA SECURITY

15.1 Use of Data : In order to operate and provide the Services, we collect certain personal information and data about you. As part of the Services, we may also automatically upload information about your computer or device, your use of the Services, and the performance of the Services.

15.2 Data Processing : If we process any personal data on your behalf when performing our obligations under the Contract, the parties record their intention that you shall at all times be the "data controller" and we shall be a "data processor" and in any such case we shall process such personal data only in accordance with these Terms and any lawful instructions reasonably given by you from time to time.

15.3 You acknowledge and agree how we collect and use your personal information as set out in our Convene Privacy Policy at http://www.azeusconvene.com/privacypolicy/ .

15.4 **European Specific Provision** – While we process any personal data on your behalf when performing our obligations under the Contract, and that you or your End Users are subject to applicable data protection laws of the European Union, the European Economic Area and/or their member states, Switzerland, or the United Kingdom such as the EU General Data Protection Regulation (GDPR) or the UK Data Protection Act 2018, the terms of the Data Processing Addendum at www.azeusconvene.com/legal/dpa/ , which are hereby incorporated by reference, shall apply.

15.5 We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Services.

16. LIMITED WARRANTY AND DISCLAIMER

16.1 Limited Warranty : Where you are paying for the Services, we promise that we will try to operate the Services with reasonable care and skill and will use reasonable commercial efforts to promptly remedy any faults of which we are aware. We do not make any other promises or warranties about the products, or our performance of our responsibilities in these Terms. This warranty does not apply to any Services provided during a free trial period.

16.2 We provide the Services "as is" and "as available". To the maximum extent permitted by applicable law and except as expressly set out in these Terms, we make no (and specifically disclaims all) representations, conditions or warranties of any kind, whether express, implied, statutory or otherwise, including, without limitation, any warranty that the Services will be uninterrupted, error-free or free of harmful components, that the Content will be secure or not otherwise lost or damaged, or any implied warranty of satisfactory quality, fitness for a particular purpose, or non-infringement, and any warranty or condition arising out of any course of performance, course of dealing or usage of trade.

16.3 You acknowledge and agree that your use of the Services is at your own discretion and sole risk and that you will be solely responsible for loss of data that results from the submission or download of such content.

16.4 Neither we nor any of our affiliates, officers, employees, agents, suppliers or licensors, are liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:

(a) your failure to comply with the Terms and your obligations relating to the Services; and

(b) any interruption, interception, suspension, delay, loss, unavailability, mutilation or other failure in providing the Services, in transmitting instructions or information relating to the Services, or in connecting with the Services which is caused by third party providers such as internet service providers, audio video conferencing service providers, and any circumstance beyond our reasonable control.

16.5 Some jurisdictions do not allow the exclusion of implied warranties or conditions, in such an event such exclusion will not apply solely to the extent prohibited by applicable law.

17. INDEMNIFICATION

17.1To the extent permitted by law, you agree, at your expense, to indemnify, defend and hold us, our affiliates, officers and employees harmless against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content provided by you, or your use of the Services (including all actions taken under your account), in breach of these Terms: (a) infringes a third party's intellectual property right, including but without limitation a registered patent, registered trademark, or copyright of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of our actions); or, (b) violates applicable law or these Terms. We will reasonably notify you of any such claim or demand that is subject to your indemnification obligation.

18. LIMITATION OF LIABILITY

18.1 Nothing in these Terms limits or excludes our liability for: (a) death or personal injury caused by our negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by applicable law.

18.2 Subject to clause 18.1 above, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract or its subject matter for: (i) loss of profits or revenue; (ii) loss or damage to business or reputation; (iv) loss of anticipated savings; (v) loss of or damage to goodwill; (vi) loss of use or corruption of software, data or information unless it was directly due to our fault; (vii) any indirect, special or consequential loss or damage, and for the purposes of this clause, the term "loss" includes partial loss or reduction in value as well as complete or total loss.

18.3 Liability cap : To the maximum extent permitted by applicable law, our total liability (including any indemnity obligations) and that of our affiliates, officers, employees, agents, suppliers or licensors, arising under or in connection with the Contract shall be limited to the total annual Convene license or subscription fees paid by you in the twelve (12) months preceding the event first giving rise to the claim under the Contract. For the avoidance of doubt, if multiple years of payment for Convene license or subscription fees was made in the aforementioned period, only the total annual Convene license or subscription fees for 12 months' usage shall be included.

19. PAYMENTS, REFUNDS AND CANCELLATIONS

19.1 Unless otherwise agreed by us, you will pay fees in: (a) Pounds Sterling if you are a customer from the United Kingdom; (b) Euros if you are a customer from the European Union; (c) US Dollars, for all other customers. In addition

to any fees, you may still incur charges incidental to using the Services, for example, charges for Internet access, data roaming, and other data transmission charges.

19.2 Amount : The fees applicable for the Services are specified in the Order Form. You agree to pay all fees specified in the Order Form. Except as set out in this clause, you shall be responsible for any taxes and for all other charges (for example, data charges and currency exchange settlements)

19.3 Payment Details : You shall on or before the effective date of subscription to the Services provide to us approved purchase order information acceptable to us and/or relevant valid, up-to-date and complete contact and billing details, and:

(a) if you provide approved purchase order information to us, we shall invoice you on the effective date of subscription to the Services for all one-off fees and all annual fees for the first year subscription (or for the entire initial term subject to your preference); and at least 30 days prior to each anniversary of the effective date of subscription to the Services for the subscription fees payable in respect of the next year's subscription (or for the next applicable billing period such as the renewal period), and you shall pay each invoice within 30 days after the date of such invoice.

(b) if you pay by credit card, we shall invoice you via third party secure payment services such as PayPal and Worldpay on the effective date of subscription to the Services for all one-off fees and all annual fees for the first year subscription (or for the entire initial term subject to your preference); and at least 30 days prior to each anniversary of the effective date of subscription to the Services for the subscription fees payable in respect of the next year's subscription (or for the next applicable billing period such as the renewal period), and you shall pay each invoice within 30 days after the date of such invoice.

19.4 In case any Item (as defined in Clause 6.2) will or needs to be delivered at a later date, and that you agree to start, or have started using, either all or part of the delivered Services, fees for the Services that have been delivered shall commence and payment shall be made in accordance with Clause 19.3. Payment shall not be deferred until all parts of the Services are delivered.

19.5 Right to Invoice : Once you subscribe to or purchase any Services or any Item (as defined in Clause 6.2), we shall have the right to invoice you for the Services or the Item and you agree to pay for the invoice notwithstanding the following circumstances. For (b) and (c) in particular, we have the right to invoice you for the Items which are not yet ready for use after the date specified in Clause 6.3.

(a) we have completed the implementation and delivery of the Services or Item, but you do not activate or use them without any fault from our end;

(b) we have implemented or delivered the part(s) of the Services or Item to the fullest possible extent, but you failed to complete those part(s) responsible by you and/or to provide the necessary information, access or assistance for us to complete the remaining part(s) of the Services or Item and hence the Services or Item cannot be made ready for use; or

(c) we cannot implement or deliver the Services or Item for reasons solely attributable to you (such as you failed to grant us necessary access to your infrastructure despite notice).

19.6 Taxes : Our 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"). You are responsible for paying all Taxes associated with your purchases hereunder. If any deduction or withholding is required by law, you shall pay such additional amounts representing the deduction or withholding to ensure that we receive a net amount as if no deduction or withholding had been made. If we have the legal obligation to pay or collect Taxes for which you are responsible under this clause, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

19.7 Late Payment : If we have not received payment by the due date, and without prejudice to any other rights and remedies of us, we may, without liability to you, disable your password, account and access to all or part of the Services and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid. Late payment interest shall be charged on any overdue amount at a rate of 3% above the prime lending rate of HSBC per annum or the highest rate allowed under the law, whichever is lower, on any overdue amounts. You also agree to pay us all reasonable costs and expenses of collection, including attorneys' fee, arising from late payment.

19.8 Refunds : Except for the situations expressly set out in these Terms, all amounts and fees are, non-cancellable, non-refundable and are exclusive of value added tax, which shall be added to our invoice(s) to you at the appropriate rate.

19.9 Excess Storage Charges : If, at any time whilst using the Services, you exceed the amount of disk storage space specified in the Order Form or your storage is beyond reasonable use, we shall charge you, and you shall pay the applicable excess data storage fees according to the rates as specified in the Quotation or our prevailing rates.

20. SERVICE COMMITMENT / MINIMUM TERM / AUTOMATIC RENEWAL

20.1 Term of Contract: This Contract commences on the date you first accept it and continues until all subscriptions hereunder have expired or have been terminated, or until terminated in accordance with this Contract, whichever is earlier.

20.2 You agree to a minimum service commitment period for the Services ordered by you in the Order Form beginning on the Expected Service Start Date indicated in the Order Form and continuing for the number of months listed as the Initial Term indicated in the Order Form. You hereby acknowledge and agree that you are purchasing the Services for at least the full Initial Term and any subsequent Renewal Terms.

20.3 The minimum Initial Term and Renewal Term are both 12 months. In the event that the Initial Term or Renewal Term is not specified in the Order Form, you agree that we take the Initial Term or Renewal Term as 12 months.

20.4 Your subscription of the Services shall automatically renew for successive Renewal Terms as indicated in the Order Form unless either Party delivers written notice of termination of this Contract to the other Party at least thirty (30) days prior to the applicable termination date (with such termination date being the last day of the Initial or then-current Renewal Term), in which case the Contract and all underlying Services shall terminate on the last day of such Initial or Renewal Term. In case of any reduction in the Services (such as decrease in the number of user licenses or removal of add-ons) to be subscribed for the coming Renewal Term, you shall inform us at least thirty (30) days prior to the last day of the Initial or then-current Renewal Term (as applicable) or else such reduction shall not be accepted and would be automatically renewed.

20.5 Even if automatic renewal does not apply to the Contract formed between you and us or the Reseller Agreement formed between you and Reseller (as defined in Clause 26),

(a) as long as you continue using the Services after the Initial Term or the then-current Renewal Term, you agree you have renewed your subscription of the Services and that the renewal term shall be for the period specified in any optional renewal clause in the Contract or in the Reseller Agreement, and in the absence of such renewal clause, for twelve (12) months. You agree that the term of your Contract or Reseller Agreement will be extended accordingly. For the purpose(s) of this clause, you are deemed as 'continue(d) using the Services' as long as there is one or more login to the Services after the end of the Initial Term or the then-current Renewal Term unless you can provide reports generated using the audit trail feature of the Services (with personal data and any confidential information redacted) to show that you or your End Users did not carry out any activities tracked by the audit trail feature of the Services other than logging in and logging out. We have the sole discretion to decide whether any other evidence is sufficient to prove that you or your End Users did not 'continue using the Services'. You hereby give your consent for us to check the number of logins to the Services made by you or your End Users after the end of the Initial Term or the then-current Renewal Term for the purpose(s) of this clause. This Clause 20.5 applies to subscriptions directly from us as well as through Reseller.

(b) this Clause 20.5 will be triggered in situations such as (i) you do not indicate or reply to us or Reseller on whether you would renew your subscription of the Services; and (ii) your organization was unable to award the renewal contract to us or the Reseller by the end of the Initial or the then-current Renewal Term, but yet you or your End Users continued using the Services thereafter. You are therefore advised to inform us or the Reseller of your decision to renew or not on a timely basis.

(c) if you can only start a renewal term after a certain date due to the policies in your organization (such as after renewal contract is awarded), we can move the start of the new renewal term to align with the policies of your organization as long as you pay for the period between the expiry of the Initial Term or the then-current Renewal Term and the start of the new renewal term on a pro-rata basis.

20.6 Upon written notice provided to you at least forty-five (45) days prior to the end of the Initial Term or any Renewal Term, we may revise the price for the Services for the immediately succeeding Renewal Term. For avoidance of doubt, the revised price will likewise apply to any discounted price or pricing listed for optional or to-be-subscribed items.

20.7 If, at any time, you purchase additional user licenses as part of Services, then all of these additional user licenses shall be subject to all of the terms and conditions of this Contract including but not limited to the Initial or then-current Renewal Term specified in the Order Form. To be clear, you may, at any time, purchase additional user licenses, however, those additional user licenses may not be removed from your account except for upon the conclusion of the Initial or then-current Renewal Term.

21. SERVICE RESUMPTION

21.1 Where all or part of the Services (such as support or maintenance services) have been temporarily suspended or terminated by us due to your violation of these Terms including non-payment of any applicable fees, subject to our sole discretion, the Services may only be resumed upon (a) rectification of your breach to our satisfaction including payment of any and all outstanding fees (including late payment charges under clause 19.7 above), and (b) your payment of a service resumption charge.

21.2 Where you request to resume all or any part of the Services that you voluntarily stopped renewing previously, subject to our sole discretion, the Services may only be resumed upon your payment of a service resumption charge.

21.3 You acknowledge and agree that, for the purposes of Clauses 21.1 and 21.2, the service resumption charge shall be determined by us, and that the amount may include the total fees for the to-be-resumed Services for the period from when they were last suspended or stopped to when they will be resumed, fees for inspecting the environment for hosting the Software, fees for restoring the environment (where applicable), and administrative charge(s).

21.4 For the avoidance of doubt, we reserve the right not to resume the Services suspended or terminated by us due to your violation of any Terms regardless of your rectification of the breaches and willingness to pay for the service resumption charge under Clauses 21.1 to 21.3.

22. EARLY TERMINATION

22.1 If you terminate this Contract before expiration of the Initial Term or the then Renewal Term specified in the Order Form for any reason, you will owe us all outstanding contractual amounts due for the remainder of the Initial, or then-current Renewal Term at the time of termination and hereby agree to pay any such outstanding amounts and authorize us to invoice you, as applicable, for all such outstanding amounts. The collection of such fees is not a penalty, but rather a charge to compensate us for your failure to satisfy the Initial or then-current Renewal Term specified in the Order Form, on which the Services we provide or provided to you are based. Where advance payment is made, you shall not be entitled to any refund for such early termination.

22.2 If we terminate this Contract before expiration of the Initial Term or the then Renewal Term specified in the Order Form without cause or for reason of our material downgrade of the functionality of the Services, we will provide you with a pro rata refund of any pre-payment. For early termination by us for other reasons such as your actual or suspected violation of the terms in this Contract, you will owe us all outstanding contractual amounts due for the remainder of the Initial, or then-current Renewal Term at the time of termination and hereby agree to pay any such outstanding amounts and authorize us to invoice you, as applicable, for all such outstanding amounts. Where advance payment is made, you shall not be entitled to any refund for such early termination.

23. CONFIDENTIALITY

23.1 Each party shall, during the term of this Contract and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Contract) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including, without limitation, trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party or any of its affiliates, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Contract, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorized disclosure of any such information.

23.2 The User Guides includes confidential information owned by us or of those from whom it derives title and you accept that you owe a duty of confidence in relation to all such User Guides. You shall limit access to the User Guides to End Users and to any other person whom we have authorized in writing. You shall maintain adequate security measures to safeguard the User Guides from theft and unauthorized access.

24. WHO ARE YOU CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

24.1 General: Subject to Clauses 24.3 and 24.4 below, who you are contracting with under this Contract, who you should direct notices to under this Contract, what law will apply in any dispute or lawsuit arising out of or in connection with this Contract, and which courts have jurisdiction over any such dispute or lawsuit, depend on where you are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Mexico, Canada or a country in Central or South America or the Caribbean, other than Brazil	Convene, Inc., a company incorporated in Delaware, US	40 Wall Street, 28th Floor, New York, New York, United States of America, 10005 (Attn: Legal Department) OR by email: legal@azeusconvene.com	New York and controlling United States federal law	New York, U.S.A.
Brazil	Convene Brazil LTDA	Avenida Paulista, n302 ,7o. Andar, Sala 733 – Bela Vista – São Paulo/SP - Brasil CEP: 01310-000 (Attn: Legal Department) OR by email: legal@azeusconvene.com	Brazil	Brazil
A country in Europe other than the United Kingdom	Convene Sociedad Limitada, a company incorporated in Spain	P.º de Recoletos, 5, 28004 Madrid (Attn: Legal Department) OR by email: legal@azeusconvene.com	Ireland	Ireland

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
United Kingdom	Azeus UK Limited, a company incorporated in the United Kingdom	Azeus Convene, TOG, 13 Borough Yards, Dirty Lane, London SE1 9PA, United Kingdom (Attn: Legal Department) OR by email: legal@azeusconvene.com	England and Wales	England and Wales
Australia or New Zealand	Convene Pty Ltd, a company incorporated in Australia	33/F, Cambridge House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Attn: Legal Department) OR by email: legal@azeusconvene.com	New South Wales	New South Wales
Singapore	Convene SG PTE Ltd, a company incorporated in Singapore	600 North Bridge Road, #23-01 Parkview Square, Singapore (188778) (Attn: Legal Department) OR by email: legal@azeusconvene.com	Singapore	Singapore
Malaysia	Convene Malaysia Sdn. Bhd., a company incorporated in Malaysia	3A-6 & 7, Tower A, Vertical Business Suites, 8, Jalan Kerinchi, Bangsar South, 59200 Kuala Lumpur, Malaysia (Attn: Legal Department) OR by email: legal@azeusconvene.com	Malaysia	Malaysia
India	Convene India Private Limited, a company incorporated in India	33/F, Cambridge House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Attn: Legal Department) OR by email: legal@azeusconvene.com	India	Delhi

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
Middle East, other countries in Asia, or any other country not indicated above	Azeus Systems Limited, a company incorporated in Hong Kong	33/F, Cambridge House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Attn: Legal Department) OR by email: legal@azeusconvene.com	Hong Kong Special Administrative Region	Hong Kong

24.2 Agreement to Governing Law and Jurisdiction : Subject to Clause 24.3 below, each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts indicated above.

24.3 Exceptions : Subject to Clause 24.4, if you have entered into Contract with us before the "Last Updated" date at the top of these Terms, with respect to who you are contracting with under that Contract, what law will apply in any dispute or lawsuit arising out of or in connection with that Contract, and which courts have jurisdiction over any such dispute or lawsuit, they shall remain unchanged irrespective of any updates made to Clause 24.1 when compared with our previous version(s) of the Terms. Previous version(s) of the Terms is available at www.azeusconvene.com/legal/archived-documents . As to who you should direct notices to under that Contract, please refer to Clause 24.1 for the latest address which corresponds to the legal entity you are contracting with under that Contract.

24.4 Novation (European Specific) : If you are domiciled in a country in Europe other than the United Kingdom and you have, before the "Last Updated" date at the top of these Terms, entered into Contract with Azeus UK Limited incorporated in the United Kingdom, the parties agree that, upon renewal (if any) of the Contract after January 01, 2021, the Contract is novated from Azeus UK Limited to Convene Sociedad Limitada incorporated in Spain, and the Contract shall then be governed by the laws of Ireland and the Irish courts shall have exclusive jurisdiction over any such dispute or lawsuit in relation to the Contract, and any notices should be addressed to: Azeus Convene, TOG, 13 Borough Yards, Dirty Lane, London SE1 9PA, United Kingdom (Attn: Legal Department) OR by email: legal@azeusconvene.com .

24.4A Novation (KSA Specific) : If you entered into contract with Azeus Systems Information Technology LLC on or after 1 April 2025 (either as a new contract or via novation from a previous contract with any Azeus entity), you agree that, unless otherwise mutually agreed in writing prior to renewal, this Contract shall be automatically novated to Azeus Systems Limited upon renewal. Upon such novation, Azeus Systems Limited shall assume all rights and obligations under this Contract, which shall thereafter be governed by the laws of Hong Kong, with exclusive jurisdiction vested in the courts of Hong Kong, and any notices should be addressed to: 33/F, Cambridge House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong (Attn: Legal Department) OR by email: legal@azeusconvene.com .
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24.5 No Agency : For the avoidance of doubt, we are entering into this Contract as principal and not as agent for any other Azeus company. Subject to any permitted assignment under clause 27.2, the obligations owed by us under this Contract shall be owed to you solely by us and the obligations owed by you under this Contract shall be owed solely to us.

24.6 You agree that for ease of administration, another Azeus entity may bill or invoice you for the Services, on behalf of the appropriate Azeus contracting entity.

25. NOTICES

25.1 We may send you, in electronic form, information about the Services, additional information, and information the law requires us to provide. We may provide required information to you by email at the address you specified when you signed up for the Services or by access to a website that we identify.

25.2 If you are a business customer, notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receive notices electronically, you must stop using the Services. You may provide legal notice to us via email to legal@azeusconvene.com, with a duplicate copy sent via registered mail, return receipt requested, to the address indicated in the table in clause 24.1 above depending on where you are domiciled. Any such notice, in either case, must specifically reference that it is a notice given under these Terms. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

25.3 If you are a consumer, to cancel the Contract in accordance with your legal right, you must contact us in writing by sending an email to legal@azeusconvene.com or by sending a letter to the address indicated in the table in clause 24.1 above depending on where you are domiciled. If you send us your cancellation notice by e-mail or by post, then your cancellation is effective from the date we receive the e-mail or letter.

26. SERVICE SUBSCRIPTION THROUGH AUTHORIZED RESELLERS

26.1 Clause 26 shall only apply if you acquire the Services via a third party which is our authorized reseller or channel partner ("Reseller").

26.2 If you acquire the Services via a Reseller, by registering for an account or using any of the Services, you agree that an agreement is formed between you and us, governing your access to and use of the Services (the "End Customer Service Agreement", or "ECSA"), and that you agree, in addition to any terms and conditions related to your use of the Services pursuant to any agreement by and between you and the Reseller ("Reseller Agreement"), you are bound by the terms of the ECSA. In case of conflict on the terms of use of the Services between the Reseller Agreement and the terms of the ECSA, the latter shall govern.

26.3 The terms of the ECSA shall be the same as these Terms as if you were a customer subscribing the Services directly from us and are specifically inclusive of this Clause 25 except for the following:

26.3.1 **Notification of material changes to the Terms:** If in our sole discretion we deem a revision to these Terms to be material, we will notify you in accordance with Clause 2.2, or via the Reseller.

26.3.2 **Payments:** In relation to Clause 19, your payments for the Services shall be made to the Reseller in accordance with your agreement with said Reseller. You acknowledge and agree that we may impose service resumption charges in cases set out in Clause 21 hereof, regardless of whether the same was specified in your agreement with the Reseller. Your or the Reseller's refusal to pay such service resumption charges, authorizes us to refuse any request to resume the terminated or suspended Services.

26.3.3 **Billing, Fee adjustment:** Billing, invoicing process and price adjustment shall be in accordance with the agreement by and between you and the Reseller, without prejudice to Clause 26.6 (a) and (b) hereof. In default of any such provisions in your agreement with the Reseller, the terms laid out in Clause 20 hereof shall govern.

26.3.4 **Subscription period and Renewal:** Subject to Clause 20.5, your period of subscription, including renewal arrangement, shall be in accordance with the agreement by and between you and the Reseller. In the absence of specific provision on renewal arrangement in your agreement with the Reseller, the terms in Clause 20.4 shall govern.

26.3.5 **Refund:** If any refund from us is applicable for situations expressly set out in these Terms, such refund shall be made to the Reseller. Your request for any refund shall be made to the Reseller in accordance with the agreement by and between you and the Reseller.

26.3.6 **Early Termination**: You or the Reseller will owe us all outstanding contractual amounts due for the remainder of the Initial, or then-current Renewal Term at the time of termination, in case of early termination as set out in Clause 22.

26.4 We are an express beneficiary of this ECSA. In acquiring a subscription to the Services, you expressly acknowledge and agree that we shall have the right to enforce the ECSA against you and that this ECSA constitutes the entire agreement and supersedes any and all prior agreements between you and us with regard to your subscription to the Services or your access to or use thereof under this ECSA and the agreement between you and the Reseller.

26.5 In case of conflict between the terms in the ECSA and your agreement with the Reseller, except as otherwise provided in Clauses 26.3.1 to 26.3.5, these terms in the ECSA shall prevail on all matters including but not limited to matters relating to the acceptable use of the Services, suspension and termination, liability and indemnity, intellectual property, confidentiality and data privacy, and all matters not expressly dealt with by your agreement with the Reseller.

26.6 You acknowledge and agree that we are entitled to suspend or terminate your subscription to the Services, your rights to access and use the Services, and to remove and discard any Content if: (a) we are notified by Reseller of your failure to pay any amounts due to the Reseller with respect to your subscription to the Services; or (b) Reseller fails to pay any amounts due to us pursuant to our agreement with the Reseller with respect to your subscription to the Services; or (c) we become aware of your violation of the terms of the ECSA. You consent to these suspension and termination rights and acknowledge and agree that we shall have no liability to you of any kind with respect to any such suspension or termination. Your sole recourse with respect to any such suspension or termination shall be against the Reseller.

26.7 Notwithstanding anything to the contrary in this ECSA, to the maximum extent permitted by applicable law, our total liability (including any indemnity obligations) and that of our affiliates, officers, employees, agents, suppliers or licensors, arising under or in connection with the ECSA, or the Services, shall be limited to the total annual Convene license or subscription fees paid by Reseller to us in the twelve (12) months preceding the event first giving rise to the claim under the ECSA. For the avoidance of doubt, if multiple years of payment for Convene license or subscription fees was made in the aforementioned period, only the total annual Convene license or subscription fees for 12 months' usage paid by Reseller to us shall be included. This clause shall explicitly supersede Clause 18.3 on the liability cap for customers subscribing the Services directly from us.

27. MISCELLANEOUS

27.1 Entire Agreement

27.1. To the maximum extent permitted by law, these Terms and any document expressly referred to in them constitute the entire contract and understanding between you and us regarding the Services.

27.1a Notwithstanding any language to the contrary in any purchase order ("PO") or other document provided by you, no terms or conditions contained in such PO or document shall be incorporated or form part of Contract. The terms set forth in any PO or other document issued by you shall not be deemed to modify, supplement, or form part of these Terms or the Contract, unless expressly agreed to in writing by both Parties. Any term which are conflicting or inconsistent with these Terms or the Contract, or any additional terms contained in a PO or document provided by you, shall have no force or effect, regardless of any acceptance of the PO or performance of Services hereunder.

27.1b You acknowledge and agree that you have not relied upon any statement, promise or representation made or given by or on behalf of us, which is not set out in these Terms or any document expressly referred to in them. It supersedes any prior representations, understandings, contract or oral or written statements regarding your use of the Service or the subject matter of these Terms. Nothing in this clause shall limit or exclude any liability for fraud.

27.2 Assignment and transfer

27.2.1 We may assign, transfer, or otherwise dispose our rights and obligations under this Contract, in whole or in part, at any time without notice. In connection with such assignment or transfer, you consent that any and all data (including personal data) you and the End-Users stored in the Services or provided to us for or in relation to the Contract, or collected by us in accordance with the Contract shall be transferred to the transferee or assignee. Such data shall remain subject to the same

privacy and security standards as outlined under these Terms. You agree that you have obtained from your End Users and data subjects any consent necessary for this transfer of data. You may not assign this contract or transfer any rights to use the Services.

27.3 Independent Contractors; No third-party beneficiaries

27.3.1 We and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

27.4 Mentioning Customer Name

27.4.1 You agree that we can reasonably quote you as one of our customers, including a limited use of your logo in our marketing materials and use cases, free of costs, royalty, or any other remuneration.

27.5 Claims

27.5.1 Claims must be filed within one year. You must bring any claim related to these Terms or the Services within one year of the date you could first bring the claim, unless the law governing this Contract requires a longer time to file claims. If it isn't filed in time, the claim is permanently barred.

27.6 Waiver

27.6.1 The failure of either party to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect.

27.7 Severability

27.7.1 If any of the provisions of these Terms are held to be in violation of applicable law, void, or unenforceable in any court of competent and appropriate jurisdiction, then such provisions are herewith waived to the extent necessary for these Terms to be otherwise enforceable in such jurisdiction.

27.8 Force Majeure

27.8.1 Neither Party shall be liable to the other under the Contract for any failure to perform its obligations hereunder, other than payment of monetary obligations, or for any loss or damage which may be suffered by the other party due to any circumstances beyond its reasonable control, or for circumstances that cannot be foreseen, or even if foreseen but are inevitable, including without limitation any act of God, failure or shortage of power supplies, flood, lightning or fire, strike or other industrial action the act or omission of Government or other competent regulatory authority, war, military operations, or not.

27.8.2 If either Party wishes to rely upon this clause it shall send written notice to the other Party explaining the relevant force majeure circumstances.

27.9 Surviving Provisions

27.9.1 Clause 9.7, Clauses 14 to 19 and Clauses 20 to 29 will survive any termination or expiration of this Contract.

28. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

28.1 We do not tolerate content that appears to infringe any copyright or other intellectual property rights or otherwise breaches these Terms and will respond to notices of alleged copyright infringement that comply with the law and are properly provided to us. We reserve the right to delete or disable Content alleged to breach these Terms and to terminate repeat infringers.

29. INTELLECTUAL PROPERTY NOTICES

29.1 All contents of the Services including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement are: Copyright © Azeus Systems Holdings Ltd., and/or the proprietary property of its suppliers, affiliates, or licensors. All Rights Reserved.

29.2 Convene and the Convene logo are, including without limitation, either trademarks, service marks or registered trademarks of us or our affiliates, and may not be copied, imitated, or used, in whole or in part, without our prior written permission or that of our suppliers or licensors. Other product and company names may be trade or service marks of their respective owners.

29.3 We or our affiliates may have patents, patent applications, trademarks, copyrights, or other intellectual property rights covering subject matter that is part of the Services. Unless we have granted you licenses to our intellectual property in these Terms, our providing you with the Services does not give you any license to our intellectual property. Any rights not expressly granted herein are reserved.

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