SERVICE TERMS

These Service Terms apply to all Services that Soprano ("we", "our" or "us") provides to your organisation ("you" or "your").

The Soprano company you are contracting with is named on your Application Form.

1. Service Contract.

1.1 Your Contract with us consists of the following documents:

a. your Application Form;

b. our Service Description;

c. any Service Schedule;

d. our Data Processing Addendum ("DPA") if this Contract involves the processing of Personal Data by Soprano on your behalf, as published on the Legal Page of our website;

e. these Service Terms; and

f. our Acceptable Use Policy, as published on the Legal Page of our website and as may be updated from time to time.

1.2 If any documents listed in clause 1.1 are inconsistent, the document listed earlier in clause 1.1 has priority to the extent of the inconsistency.

1.3 We may update these Service Terms from time to time. We will take reasonable steps to notify you of any material changes, by way of a notice on our website, our Service portal, or via our invoices. If you do not agree to any change that we notify you about, you must stop using the Service and the Contract will be deemed to be terminated. Otherwise, your continued use of the Service will indicate your acceptance of the change.

2. Term.

2.1 Once we have accepted your Application Form, your Contract will start on the Start Date and will continue for the Initial Term set out on your Application Form.

2.2 At the end of the Initial Term, the Contract will automatically renew for further terms of 12 months on the same terms and conditions, subject to clauses 1.3 and 2.3, unless either party notifies the other in writing that it does not wish to renew the Contract at least 60 days before the end of the then current Term.

2.3 Soprano may increase recurring charges for the Services by providing at least 90 days' written notice, and such increase will apply from the next renewal date.

3. Service and Plans.

3.1 We will provide you with the Services you choose on your Application Form, in accordance with our Service Description.

3.2 We will provide you with the single Soprano Plan type, and the number of Soprano Plans you select on the Application Form.

3.3 You may upgrade to a higher value Soprano Plan type or increase the number of Soprano Plans by submitting a new Application Form. A new Initial Term will commence from our acceptance of the Application Form, and we will issue a service credit for any pre-paid subscription fees that are replaced by the new subscription fees.

3.4 If you downgrade to a lower value Soprano Plan type or reduce the number of Soprano Plans, we will process this as a cancellation of the impacted existing Soprano Plans. Early Termination Charges will apply based on your minimum monthly commitment.

4. Your Responsibilities.

General Responsibilities

4.1 You agree to:

a. provide us with the information we need to provide the Services, including providing us with reasonable access to your employees, information and technology;

b. keep your account information accurate, up to date and complete;

c. provide us with at least 14 days' written notice of any significant increase in the volume of Messages you send using the Service (a significant increase will be any increase greater than 20% of your previous average monthly usage); and

d. comply with our reasonable directions relating to ensuring the safety, security or reliability of a Service, complying with Laws or managing an emergency.

4.2 To use our Services, you will need to have internet access, compatible hardware and software, which you must obtain at your own cost.

4.3 You specifically represent and warrant that you will comply with, and will ensure that your employees, agents or contractors will comply with all applicable:

a. anti-bribery and corruption laws that prohibit bribery or improper influence of another person or a foreign public official in or outside of the relevant jurisdiction;

b. international trade and sanctions laws, US export laws and anti-money laundering laws that provide for trade restrictions, financial restrictions, and travel restrictions; and

c. Modern Slavery laws directed at preventing slavery, human trafficking and other forced labour practices.

5. Your Use of Services.

5.1 You must:

a. ensure that your use of the Service complies with all applicable Laws, including marketing, spam and telecommunication Laws;

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b. comply with our Acceptable Use Policy as published from time to time on our website;

c. procure and maintain your hardware and obtain all third-party services, software licences and permissions necessary for our delivery of Services to you;

d. take all reasonable steps to ensure you do not use the Services in a way that damages or interferes with our platform or the services we provide to other customers.

5.2 You must ensure that your Users do not breach the terms of this Contract and accept responsibility for the acts and omissions of your Users, whether or not such acts and omissions have been expressly authorised by you.

5.3 You may only use the Service for your internal business purposes and must not:

a. share, resell or resupply a Service or otherwise commercially exploit or make available to any third party the Service in any way; or

b. reverse engineer or access the Service to build a competitive product or service; build a product using similar ideas, features, functions or graphics of the Service; or copy any ideas, features, functions or graphics of the Service.

5.4 You are responsible for keeping the User passwords we supply secure. User passwords cannot be shared or used by more than one individual User but may be reassigned from time to time to replacement Users where the original User will no longer use the Service.

5.5 You must notify us immediately if you become aware of any unauthorised use of any password or account or any other known or suspected breach of security involving the Services.

5.6 You are responsible for implementing security measures that prevent your accounts, credentials, or access to the Services from being used for fraudulent communications and/or any form of traffic manipulation, including but not limited to artificially inflated traffic. Any occurrence of fraudulent or traffic manipulation, regardless of cause or intent, does not exempt you from your payment obligations under this Contract and does not impose any duty on us to monitor, prevent or remediate such activity, unless specifically agreed between you and us.

6. Phone Numbers or Codes.

6.1 Where stated in your Application Form, we will provide you with a shared or dedicated phone number or code that you may use to send and receive Messages using our Service.

6.2 We keep ownership of any phone numbers or codes we provide to you as part of our Service. You must only use the phone number or code for the purpose of receiving the Services and must not attempt to reassign or transfer the phone number or code without our agreement, or otherwise as the applicable Laws permit.

7. Service Limitations and Excluded Events.

7.1 The delivery of Messages via our Service is dependent on third party services (e.g. carrier network services) and may be impacted by technical and network coverage issues that are outside our control. In particular:

a. we cannot guarantee that any Message sent using our Service will be successfully delivered, or delivered in a timely manner, on an intended Recipient's handset. For example, this could be due to the handset not working properly, being out of range or switched off, or the device's storage space being full.

b. Messages sent for conversion into another message format for delivery may not be successfully converted or delivered. For example, this could be due to problems with the end-user's Internet connectivity or email gateway.

7.2 You accept that we are not liable for any fault or failure to provide Services due to:

a. factors outside of our reasonable control, including, an act or omission of a third-party service provider, any disruption of third-party carrier networks, infrastructure and equipment breakdowns, changes to any Laws, actions of governmental bodies or public entities, industrial action or any labor controversy, terrorist acts, civil disturbance, lightning strikes, act of God, earthquakes, floods, epidemic, or other natural disaster ("force majeure event"), provided that we provide you notice of such circumstances as soon as practicable and take reasonable steps to mitigate the effects of the force majeure event;

b. your failure to carry out your responsibilities under this Contract;

c. our suspension of your right to use our Services in accordance with this Contract;

d. applications, equipment, software or other technology or other technology that are not part of our Services; and

e. scheduled maintenance carried out in accordance with this Contract.

7.3 While we perform maintenance with the aim of minimizing any impact on our customers, from time-to-time maintenance may interfere with your Service. We will provide you with notice of any scheduled maintenance where reasonably possible.

7.4 We provision our Services based on our understanding of your expected use. Where you significantly increase your usage level without providing the notice specified in clause 4.1(c), we will provide our Service using reasonable endeavours but cannot otherwise guarantee that we will be able to support the Services in accordance with this Contract.

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8. Confidentiality.

8.1 Each party (Receiving Party) undertakes that, in respect of Confidential Information disclosed to the Receiving Party by the other party (Disclosing Party), it will not disclose Confidential Information except:

a. for the purpose or providing or using the Services in accordance with the Contract;

b. to those employees, officers, agents, professional advisers and consultants of the Receiving Party who need to know the information to perform obligations or accomplish rights under Contract, if that person agrees to keep the Confidential Information confidential;

c. with the prior written approval of the Disclosing Party; or

d. in the event that disclosure is required by Law or as required by the listing rules of any stock exchange where your or our securities are listed or quoted.

8.2 Each party agrees to take all reasonable precautions to protect the Confidential Information from unauthorised use and disclosure.

8.3 The obligations in this clause survive for as long as information remains of a confidential nature.

9. Intellectual Property Rights.

9.1 Other than as provided in this clause 9, nothing in the Contract transfers any ownership or title in, or otherwise grants any rights in, any Intellectual Property Rights of a party.

9.2 Other than as provided in this Contract, where a party provides any material to the other party that contains any Intellectual Property Rights developed by or on behalf of, or licensed to, the first party independently of the Contract (Proprietary Material), then the first party grants to the other party a non- transferable, non-exclusive, non-sublicensable, royalty-free licence to use, during the Term of the Contract, the Proprietary Material solely for the purpose of using or supplying the Services under the Contract.

9.3 The software and documents we may provide in connection with our Services are protected by Intellectual Property Rights and other Laws. We grant you a non-exclusive, non-transferable, non-sublicensable, subscription license subject to the restrictions in clauses 5 and 9.4, for the number of Users in your Soprano Plan in the territory for the Term all as specified in the Application Form, to use our software that powers our platform and Services and our documentation, in accordance with the terms and conditions of this Contract.

9.4 You must not (except with our prior written consent):

a. use our software or documents for any purpose other than using the Services;

b. make, nor permit any other person to make copies of the software or documents or sell, lease or otherwise distribute any of the software or documents in whole or in part;

c. modify, translate, adapt, decompile, reverse engineer or create derivative works from our software or documents.

10. Privacy.

General

10.1 Each party must comply with Privacy Laws and any other applicable Law in relation to Personal Data. The terms of our Data Processing Agreement shall apply to the extent you require us to process Personal Data in your name or on your behalf in connection with providing the Services.

10.2 Before you provide Personal Data to us via our Services, you must first provide all necessary notices to, and obtain any consents from, the relevant Recipient as required by any applicable Law. Unless otherwise agreed in the Application Form, you must not use the Services to send or receive: (i) personal health information (including any information subject to the Health Insurance Portability and Accountability Act) or any other Sensitive Personal Data; (ii) government-issued identification numbers, including social security numbers, driver's license numbers and other state-issued identification numbers; (iii) financial account information, including bank account numbers; or (iv) credit card or debit card numbers, including any information subject to the Payment Card Industry Data Security Standards and other related Law.

10.3 You agree that we do not need to take any steps to ensure that any Personal Data collected by you has been collected in accordance with Privacy Laws. You indemnify us for any Claim by a third party that it has suffered Loss as a result of a breach of the Privacy Laws, other than to the extent that such Claim is a result of our breach of our obligations under this Contract (including the Data Processing Agreement).

11. Charges and Payment.

General

11.1 You must pay the Charges for the Service set out in your Application Form, which may include:

a. set up fees, invoiced once-off in advance;

b. subscription fees, invoiced annually in advance;

c. a minimum monthly commitment, invoiced monthly in advance;

d. transaction fees (in excess of any applicable minimum monthly commitment), invoiced monthly in arrears.

11.2 Transaction fees are calculated solely by reference to our log records and are charged for each Message sent via our Service, irrespective of whether they are delivered to or received by the intended recipient, and subject to the

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minimum monthly commitment which applies regardless of actual usage. Our records will be treated as conclusive evidence of usage unless there is an obvious error.

11.3 As the delivery of Messages via our Service is dependent on third party telecom operators and where relevant, other third-party service providers, we may increase the Charges from time to time by giving you 14 days' written notice, in order to pass on any increased telecom or third-party service provider costs that are beyond our control. Where we materially increase the Charges (a material increase will be any increase impacting your average monthly invoice by more than 10%) you may terminate the Contract within 14 days after receiving our notice. Failure to terminate the Contract within the specified period shall be deemed as an acceptance of the increase.

Invoices and payment

11.4 We will invoice you on a monthly basis and you must pay each Invoice within 14 days of the date of the invoice, unless stated otherwise in the Application Form.

11.5 If you genuinely dispute an invoice you should notify us of the dispute before the due date and must pay any undisputed amounts on time.

11.6 If you do not pay an invoice by a due date, in addition to any other remedy available to us, we may charge you interest on daily basis equal to the lesser of (a) the maximum legally permissible interest rate; or (b) a monthly interest rate of 1%.

Taxes

11.7 All amounts due to us under this Contract exclude value added, goods, services, sales, use, property, excise and like taxes, import duties and/or applicable levies (Sales Tax). We will invoice Sales Tax as required by Law.

11.8 If you are required by Law to make a withholding or deduction in connection with any payment for the Services, you must increase the payment to us so that we receive the amount we would have received if no withholding or deduction had been made. Provided that you provide us with all necessary information of such payment on a timely basis, we will credit such cost to you against your outstanding account balance following receipt of sufficient proof of such payment.

12. Our Liability to You.

12.1 Nothing in this Contract limits or excludes our liability for death or personal injury, fraud or fraudulent misrepresentation by us or our employees, or where liability cannot be limited or excluded by applicable law.

Third Party IP Claims

12.2 We indemnify you against any direct loss, damage, liability, costs or expenses incurred by you as a result of a Claim by a third party against you that the Services infringe the Intellectual Property Rights of the third party, provided that you allow us to direct any defence and settlement of the Claim. This indemnity does not apply to the extent the Claim arises from a modification of any materials provided by us, relates to services or materials provided by a third party in conjunction with the Services, or is caused or contributed to by you.

Exclusion of Implied Terms and Warranties

12.3 Any representation, warranty, condition, guarantee or undertaking that may otherwise be implied in your Contract by law, trade, custom or usage or otherwise is excluded from the Contract to the fullest extent permitted by law.

12.4 We provide the Services on an "as is" and "as available" basis. Except to the extent expressly stated in the Contract, we do not warrant or represent the performance, accuracy, reliability or continued availability of the Services or that the Services will operate free from faults, errors or interruptions.

Exclusion and Limitation of Liability

12.5 Subject to clause 12.1, we will not be liable to you, whether in contract, tort or otherwise, for loss of profit, data, goodwill, interruption to business, for any failure to realise expected savings, or for any consequential, indirect or incidental damages.

12.6 Subject to clause 12.1, our maximum aggregate liability arising from or in connection with this Contract (whether for breach of contract, statutory duty, negligence or otherwise) will be the total amount paid to us by you under this Contract in the 12 months immediately preceding the first Claim you make.

12.7 To the extent permitted by Law, for any condition or warranty implied by Law that cannot be excluded, our liability is limited to either supplying the Services again or to paying the cost of having the Services supplied again, as decided by us.

13. Your Liability to Us.

13.1 You indemnify us for any loss or damages including reasonable legal costs finally awarded that we suffer arising from or in connection with:

a. Claims arising from your Content, traffic manipulation, or arising from or relating to your use of the Services, including Claims by your Users;

b. Any breach of Clause 5; and

c. any willful or grossly negligent act or omission by you, your employees, agents or contractors.

14. Termination and Suspension.

Termination by you

14.1 You may terminate your Services with us:

a. if we commit a material breach of these Service Terms which we fail to remedy within 14 days of you notifying us of the breach in writing;

b. otherwise, subject to clause 14. 3(c), with no less than 60 days' notice in writing.

Termination or suspension by us

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14.2 We may terminate your Services with prior notice or immediately suspend our Services if:

a. you commit a material breach of these terms and conditions (including failing to pay our Charges on time) and such breach is either not capable of remedy or, if capable of remedy, you fail to remedy within 14 days of us notifying you of the breach;

b. you suffer an Insolvency Event (subject to any Law that requires us to continue to provide the Services); or

c. there is an emergency, including a possibility of death or personal injury or a threat or risk to the security or integrity of the Service, or if necessary to comply with any Law.

Consequences

14.3 Upon termination or expiry of the Contract:

a. you must immediately stop using our Services (and forfeit the ability to use Messages included in the minimum monthly commitment);

b. you must pay us any accrued or unpaid Charges for Services provided before the date of termination;

c. if the termination occurs under clauses 14.1(b), 14.2 (a) or (b), you must also pay the Early Termination Fee; and

d. all rights a party has accrued before the termination continue.

14.4 If this Contract expires or is terminated for any reason, clauses 8, 9, 10, 12 and 13 continue in full force and effect.

14.5 If we suspend your Services:

a. due to a breach of your obligations under this Contract, you will remain liable for Charges during the period of suspension; and

b. for any other reason, we will apply a pro-rata reduction to the Charges for the length of the suspension.

15. General.

15.1 We may novate or assign our rights under this Contract by written notice, without your consent. You must not assign your rights or delegate your obligations under this Contract without our prior written consent, which will not be unreasonably withheld or delayed.

15.2 This Contract sets out the entire agreement between the parties about the Services, and supersedes any previous agreement or representation relating to the Services.

15.3 A right created by this Contract may only be waived in writing by the party giving the waiver. The failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not waive the right or remedy.

15.4 We will send notices to you with the latest email address you have added to your account. If the last e-mail address you have provided is unable to receive notices, our sending of the invoice to the e-mail address will still constitute effective notice. You should send notices to us at our head office: Soprano Design Pty Ltd (ACN 066 450 397) at Level 15, 132 Arthur Street, North Sydney NSW 2060 Australia, copying the notice to legal@sopranodesign.com.

15.5 Time is not of the essence in our performance of our obligations, including our supply of the Services, under this Contract.

15.6 If any clause or part of any clause is held by a court to be invalid or unenforceable, that clause or part of a clause is to be regarded as having been deleted from this Contract and this Contract otherwise remains in full force and effect.

15.7 This Contract and any related legal action is governed by the applicable Laws as set out in the table below. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts of the city set out below, or in its absence, of the capital city of the state or country whose Laws govern this Contract.

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Location	Soprano entity	Governing law and Jurisdiction
Romania	SC Soprano Design SRL (21571220)	England & Wales
UK and Ireland	Soprano Design (UK) Limited (CN 11577396)	England & Wales
Spain and any EU country not listed above	SIT World Wide S.L.U.	Barcelona, Spain
North America	Soprano Design Ltd	State of Delaware, USA
Brazil*	SIT Brasil Comuicações Ltda (11.164.528/ 0001-12)	São Paulo, Brazil
Chile	Soprano Design CL SpA. (76.034.185-1)	Barcelona, Spain
Colombia	Sitmobile Colombia S.A.S. (TIN 900 430 915-3)	Barcelona, Spain
Malaysia	Soprano Design Sdn Bhd (670331-X)	Singapore
New Zealand	Soprano Design Limited (NZBN: 9429041152157)	State of New South Wales, Australia
Singapore	Orange Gum Pte Ltd (CRN 200007651N)	Singapore
Australia and non-EU countries not listed above	Soprano Design Pty Ltd (ACN 066 450 397)	State of New South Wales, Australia

* Specific Service Terms (Termos de Serviço) apply, as available here: https://www.sopranodesign.com/pt-br/legal/

16. Interpretation.

16.1 In this Contract:

a. a reference to this Contract includes all its parts described in clause 1.1, and includes any amendment to or replacement of them;

b. a reference to a Law includes regulations and other instruments under it, and consolidations, amendments, re-enactments or replacements of any of them;

c. expressions like 'includes', 'including' and 'e.g.' are not words of limitation;

d. a reference to the singular includes the plural and vice versa; and

e. a reference to a party includes a reference to the party's executors, administrators, successors and assigns.

f. the word "day" means calendar day.

g. any notice must be made in writing as set out in clause 15.4.

17. Defined Terms.

Application Form your application for the Soprano Plan and any add-ons for the Services subscription to be provided, in the form we provide you or the form provided to you by an authorised Soprano reseller or Soprano partner from time to time, and executed by your and our duly authorised representatives.

Charges the fees specified in your Application Form.

Claim any claim, demand, action, proceeding, legal process (including a cross-claim or counterclaim) or investigation, whether judicial, regulatory or administrative.

Confidential Information all information (whether in oral, written, or other tangible or intangible form) concerning or related to the Contract (whether before, during or after the Term), which the receiving party knows or should know, by its nature or by the circumstances of its disclosure, is confidential information of the disclosing party.

Content messages, information, data, text, software, graphics, video or any other materials stored or transmitted via the Services.

GDPR General Data Protection Regulation (Regulation (EU) 2016/6790).

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Initial Term the initial term set out on the Application Form.

Insolvency Event includes:

a. an event where a receiver or receiver and manager is appointed over a party's property or assets;

b. an administrator, liquidator or provisional liquidator is appointed to the party;

c. the party enters into any arrangement with its creditors; d. the party becomes unable to pay its debts when they are due;

d. the party is wound up or becomes bankrupt; or

e. any other analogous event or circumstance occurs under the laws of any jurisdiction.

Intellectual Property Rights all intellectual property rights (whether or not registered or capable of registration) including without limitation rights in patents, designs, trademarks, service marks, trade or business names, copyright, database rights, methodology, domain names and any similar or equivalent rights arising anywhere in the world.

Message means any of the following message types including but not limited to: SMS (Short Message Service), MMS (Multimedia Message Service) or Rich Communication Service (RCS) message sent via a mobile telephone network; an email sent via an email network or a pager message sent via a paging network; a voice message or Voice over IP (VoIP) call, or any Over the Top (OTT) channel message, or a fax sent via a telecommunications network via the Service or any internet protocol (IP) based transfer of information using the Internet or any IP-based network.

Law or Laws laws, acts, regulations, statutes, mandatory standards or industry codes including the requirements or directions of any relevant government or statutory authority.

Personal Data any information relating to an identified or identifiable natural person, where such information is protected under applicable Privacy Laws.

Privacy Laws all laws and regulations, including without limitation EU Data Protection Laws and the privacy laws of Australia, the United Kingdom, New Zealand, Philippines, Malaysia, Singapore, Brazil and the United States, to the extent applicable to the processing of Personal Data under the Contract.

Recipient, any individual or legal entity to whom you send or try to send Messages via the Services.

Service Contract or **Contract** see clause 1 of these Service Terms.

Service Description the description of the Services we provide you or the description provided to you by our authorised Soprano reseller or Soprano partner as selected in your Application Form.

Service Terms these terms and conditions.

Services or Service the service set out in the Application Form, as further described in the relevant Service Description.

Service Schedule the specific set of additional terms and conditions that apply to the particular Service you have selected, which is identified in your Application Form (if any). These additional terms are part of the overall Contract and govern the use of the Service that is subject to those additional terms.

Sensitive Personal Data (i) data relating to criminal convictions and offences, (ii) genetic and biometric data (iii) account passwords or log-in credentials (iv) personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, (v) data concerning a natural person's sexual life or orientation, and any other information that falls within the definition of "special categories of data" under GDPR.

Soprano Plan the relevant 'Soprano Plan' identified in your Application Form.

Start Date the start date set out on your Application Form.

Term is the Initial Term and any subsequent extension period described in clause 2.

Early Termination Fee an amount calculated by multiplying your minimum monthly commitment by the number of months remaining of the then current Term.

User any person, whether your employee, contractor or otherwise, who uses your account.

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