

Terms of Use

This Ablio Terms of Service (“**Agreement**”) is entered into by and between the Ablio entity set forth below (“**Ablio**”) and the entity or person placing an order for or accessing any Services (“**Customer**” or “**you**”). If you are accessing or using the Services on behalf of your company, you represent that you are authorized to accept this Agreement on behalf of your company, and all references to “you” or “Customer” reference your company.

This Agreement permits Customer to purchase subscriptions to online software-as-a-service products and other services supplied by Ablio through the abliconference.com website (“**Abliconference**”) and ablioaudience apps (“**Ablio Apps**”) pursuant to any Ablio ordering documents, online registration, order descriptions or order confirmations referencing this Agreement (“**Order Form(s)**”) and sets forth the basic terms and conditions under which those products and services will be delivered. This Agreement will govern Customer’s signup at Abliconference as well as any future purchases made by Customer that reference this Agreement.

As used in this Agreement, “Ablio” means (a) Ablio LLC, a Delaware corporation with offices at 2385 NW Executive Center Drive, Suite 100, Boca Raton, FL 33431, United States, or (b) Ablio S.r.l., an Italian company with offices at via Ciro da Urbino, 33/c, 00176 Rome, Italy.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT USE ANY SERVICES. PLEASE READ IT CAREFULLY.

1. Definitions

“**Ablio App**” means any mobile application or desktop client software included in the applicable Service that is made available by Ablio.

“**Ablio Code**” means certain software code provided by Ablio for deployment on Customer Properties.

“**Ablio Remote Interpreters**” are interpreters who have been determined by Ablio to possess the requisite knowledge, skills and abilities to provide live simultaneous interpretation services in specified language combinations.

“**Audience**” means Customer’s event audiences that listen to the translation channels during Customer’s events.

“**Contractor**” means an employee, independent contractor or consultant working for the Customer and using the Services at the execution of the Customer’s simultaneous interpretation services of an event.

“**Customer Data**” means any data of any type that is submitted to the Services by or on behalf of Customer, including without limitation: (a) data submitted, uploaded or imported to the Services by Customer and (b) data provided by or about Audience that are collected from using the Services.

“**Customer Properties**” means Customer’s devices owned and operated by (or for the benefit of) Customer through which Customer uses the Services.

“**Dashboard**” means Ablio’s user interface for accessing and administering the Services that Customer may access via the web or the Ablio Apps.

“**Documentation**” means the technical user documentation provided with the Services.

“**Feedback**” means comments, questions, suggestions or other feedback relating to any Ablio product or service.

“**Laws**” means all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data.

“**Permitted User**” means a Contractor of Customer who is authorized to access the Service.

“**Services**” means Ablio’s proprietary software-as-a-service solution(s), including the Dashboard, Ablio Code, Ablio Apps and the services provided by Ablio Remote Interpreters, as described in the applicable Order Form.

2. Ablio Services

2.1. Services Overview. Services supplied by Ablio through Ablioconference and the Ablio Apps are designed to enable Customer to manage simultaneous interpretation services during a live event through a provided Dashboard.

The Services also include:

(a) Ablio Code deployed on Customer Properties to enable live distribution of translation audio streams through dedicated Wi-Fi networks.

(b) the possibility for the Customer to require the supply and use of Ablio’s remote interpreters through the same Ablioconference website.

2.2. Provision of Services. Each Service is provided on a subscription basis for a set term designated on the Order Form (each, a “**Subscription Term**”).

2.3. Access to Services. Customer may access and use the Services solely in accordance with the terms and conditions of this Agreement, the Documentation and any scope of use restrictions designated in the applicable Order Form (including without limitation the number of People tracked). Use of and access to the Services is permitted only by Permitted Users. If Customer is given passwords to access the Services, Customer will require that all Permitted Users keep user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared. Customer will be responsible for any and all actions taken using Customer’s accounts and passwords. If any Permitted User who has access to a user ID is no longer a Contractor of Customer, then Customer will immediately delete such user ID and otherwise terminate such Permitted User’s access to the Service.

2.4. Deployment of Ablio Code. Subject to all of the terms and conditions of this Agreement, Ablio grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during any applicable Subscription Term to copy the Ablio Code in the form provided by Ablio on Customer Properties solely to support Customer’s use of the Service and otherwise in accordance with the Documentation and this Agreement.

2.5. Contractors. Customer may permit its Contractors to serve as Permitted Users. Provided Customer remains responsible for compliance by such individuals with all of the terms and conditions of this Agreement, and any use of the Services by such individuals is for the sole benefit of Customer.

2.6. General Restrictions. Customer will not (and will not permit any third party to): (a) sublicense the Services to a third party; (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the application provided within the Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Ablio); (c) copy or modify the Services or any Documentation, or create any derivative work from any of the foregoing; (d) remove or obscure any proprietary or other notices contained in the Services.

2.7. Trial Subscriptions. Customer has free access to a trial or evaluation subscription to the Service (“**Trial mode**”), usable in accordance with the terms and conditions of this Agreement.

Trial Mode Subscriptions may not include all functionality and features accessible as part of a paid Subscription Term.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ABLIO WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS WITH RESPECT TO TRIAL MODE SUBSCRIPTIONS.

3. Customer Data

3.1. Rights in Customer Data. As between the parties, Customer will retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Ablio. Subject to the terms of this Agreement, Customer hereby grants to Ablio a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data solely to the extent necessary to provide the Services to Customer.

3.2. Storage of Customer Data. Ablio does not provide an archiving service. Ablio agrees only that it will not intentionally delete any Customer Data from any Service prior to termination of Customer's applicable Subscription Term. Ablio expressly disclaims all other obligations with respect to storage.

3.3. Customer Obligations. Customer agrees to comply with all applicable Laws in its use of the Services. Customer is solely responsible for the accuracy, content and legality of all Customer Data. Customer represents and warrants to Ablio that Customer has all necessary rights, consents and permissions to collect, share and use all Customer Data as contemplated in this Agreement.

3.4. Indemnification by Customer. Customer will indemnify, defend and hold harmless Ablio from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim arising from or relating to any Customer Data or breach or alleged breach by Customer of Section 3.3 (Customer Obligations).

3.5. Aggregated Anonymous Data. Customer acknowledges that the Ablio apps cause a unique cookie ID to be associated with each Audience who accesses the Customer event, which cookie ID enables Ablio to provide the Services. Notwithstanding anything to the contrary herein, Customer agrees that Ablio may obtain and aggregate technical and other data about Customer's and Audience's use of the Services that is non-personally identifiable with respect to Customer ("**Aggregated Anonymous Data**"), and Ablio may use the Aggregated Anonymous Data to operate the Services and otherwise for any business purpose during and after the term of this Agreement.

4. Security

Ablio agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Service or Customer Data. However, Ablio will have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond Ablio's control.

5. Ownership

5.1. Ablio Technology. This is a subscription agreement for access to and use of the Services. Customer acknowledges that it is obtaining only a limited right to the Services and that irrespective of any use of the words "purchase", "sale" or like terms in this Agreement no ownership rights are being conveyed to Customer under this Agreement. Customer agrees that Ablio or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Services and all Documentation, professional services deliverables and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing, including as may incorporate Feedback (collectively, "**Ablio Technology**"). Except as expressly set forth in this

Agreement, no rights in any Ablio Technology are granted to Customer. Further, Customer acknowledges that the Services are offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of any of the Services, except for Ablio Code and the Ablio Apps in the format provided by Ablio.

5.2. Feedback. Customer, from time to time, may submit Feedback to Ablio. Ablio may freely use or exploit Feedback in connection with any of its products or services.

6. Fees & Payment

6.1. Fees and Payment. All fees are as set forth in the applicable Order Form and will be paid by Customer via Credit Card (as defined below) or otherwise specified in the applicable Order Form. Except as expressly set forth in Section 8 (Limited Warranty) and Section 10 (Indemnification), all fees are non-refundable.

6.2. Payment Via Credit Card. If you are purchasing the Services via credit card, debit card or other payment card (“Credit Card”), the following terms apply:

1. Recurring Billing Authorization. By providing Credit Card information and agreeing to purchase any Services, Customer hereby authorizes Ablio (or its designee) to automatically charge Customer’s Credit Card on the same date of the subscription of the Order Form.
2. Foreign Transaction Fees. Customer acknowledges that for certain Credit Cards, the issuer of Customer’s Credit Card may charge a foreign transaction fee or other charges.
3. Invalid Payment. If a payment is not successfully settled due to expiration of a Credit Card, insufficient funds, or otherwise, Customer remains responsible for any amounts not remitted to Ablio and Ablio may, in its sole discretion, either (i) invoice Customer directly for the deficient amount, (ii) continue billing the Credit Card once it has been updated by Customer (if applicable) or (iii) terminate this Agreement.
4. Changing Credit Card Information. At any time, Customer may change its Credit Card information by entering updated Credit Card information via the “Settings” page on the Dashboard.
5. Payment of Outstanding Fees. Upon any termination or expiration of the Subscription Term, Ablio will charge Customer’s Credit Card (or invoice Customer directly) for any outstanding fees for Customer’s use of the Services during the Subscription Term, after which Ablio will not charge Customer’s Credit Card for any additional fees.

6.3. Suspension of Service. If Customer’s account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Ablio reserves the right to suspend Customer’s access to the applicable Service (and any related services) without liability to Customer until such amounts are paid in full.

7. Term and Termination

7.1. Term. This Agreement is effective as of the Effective Date of Customer’s signup at Ablioconference and expires on the date of expiration or termination of all Subscription Terms.

7.2. Termination for Cause. You can stop subscribing to the Services at any time. Ablio may terminate this Agreement (including all related Order Forms) if the Customer (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding.

7.3. Effect of Termination. Upon any expiration or termination of this Agreement, Customer will immediately cease any and all use of and access to all Services (including any and all related Ablio

Technology) and delete any Ablio passwords or access codes and any other Ablio Confidential Information in its possession. Provided this Agreement was not terminated for Customer's breach, Customer may retain and use internally copies of all reports exported from any Service prior to termination. Customer acknowledges that following termination it will have no further access to any Customer Data input into any Service, and that Ablio may delete any such data as may have been stored by Ablio at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

7.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 2.7 (General Restrictions), 2.9 (Trial Subscriptions), 3.2 (Storage of Customer Data), 3.4 (Indemnification by Customer), 3.5 (Aggregated Anonymous Data), 5 (Ownership), 6.1 (Fees and Payment), 6.2 (Payment Via Credit Card), 7 (Term and Termination), 8.2 (Warranty Disclaimer), 9 (Limitation of Remedies and Damages), 10 (Indemnification), 11 (Confidential Information) and 12 (General Terms).

8. Limited Warranty

8.1. Limited Warranty. Ablio warrants, for Customer's benefit only, that each Service will operate in substantial conformity with the applicable Documentation. Ablio's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Ablio to use commercially reasonable efforts to correct the reported non-conformity, or if Ablio determines such remedy to be impracticable, either party may terminate the applicable Subscription Term and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for use of such Service for the terminated portion of the applicable Subscription Term. The limited warranty set forth in this Section 8.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

8.2. Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8.1, ALL Services and PROFESSIONAL SERVICES ARE PROVIDED "AS IS". NEITHER ABLIO NOR ITS SUPPLIERS MAKES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Ablio does not warrant that Customer's use of the Services will be uninterrupted or error-free, nor does Ablio warrant that it will review the Customer Data or system configurations for accuracy or that it will preserve or maintain the Customer Data without loss or corruption. ABLIO SHALL NOT BE LIABLE FOR THE RESULTS OF ANY COMMUNICATIONS SENT OR ANY COMMUNICATIONS THAT WERE FAILED TO BE SENT USING THE SERVICES. ABLIO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF ABLIO. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

9. Limitation of Remedies and Damages

9.1. Consequential Damages Waiver. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS) SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR

CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2. Liability Cap. ABLIO'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ABLIO FOR THE SPECIFIC ORDER.

9.3. Excluded Claims. "Excluded Claims" means any claim arising (a) from Customer's breach of Section 3.3 (Customer Obligations) or 3.4 (Indemnification by Customer); or (b) from a party's breach of its obligations in Section 11 (Confidential Information) (but excluding claims arising from operation or non-operation of any Service).

9.4. Nature of Claims and Failure of Essential Purpose. The parties agree that the waivers and limitations specified in this Section 9 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

10. Indemnification

Ablio will defend Customer from and against any claim by a third party alleging that a Service when used as authorized under this Agreement infringes a U.S. patent, U.S. copyright, or U.S. trademark and will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Ablio (including reasonable attorneys' fees) resulting from such claim, provided that Ablio will have received from Customer: (i) prompt written notice of such claim (but in any event notice in sufficient time for Ablio to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense and settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. The foregoing indemnification obligation of Ablio will not apply: (1) if such Service is modified by any party other than Ablio, but solely to the extent the alleged infringement is caused by such modification; (2) if such Service is combined with products or processes not provided by Ablio, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of such Service; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within such Service; (5) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar product or service; or (6) if Customer settles or makes any admissions with respect to a claim without Ablio's prior written consent. THIS SECTION 10 SETS FORTH Ablio's AND ITS SUPPLIERS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

11. Confidential Information

Each party (as "**Receiving Party**") agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party ("**Disclosing Party**") constitute the confidential property of the Disclosing Party ("**Confidential Information**"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any Ablio Technology, performance information relating to any Service, and the terms and conditions of this Agreement will be deemed Confidential Information of Ablio without any marking or further designation. Except as expressly authorized herein, the Receiving Party will (1) hold in confidence and not disclose any Confidential Information to third parties and (2) not use Confidential Information for any purpose other than fulfilling its obligations and exercising its rights under this Agreement. The Receiving Party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Ablio, the subcontractors referenced in Section 12.2 (Subcontractors)), provided that such representatives are bound to confidentiality obligations

no less protective of the Disclosing Party than this Section 11 and that the Receiving Party remains responsible for compliance by any such representative with the terms of this Section 11. The Receiving Party's confidentiality obligations will not apply to information that the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may make disclosures to the extent required by law or court order, provided the Receiving Party notifies the Disclosing Party in advance and cooperates in any effort to obtain confidential treatment. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. General Terms

About these Terms

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in your Ablio Personal Account information dashboard. Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Ablio and you. They do not create any third party beneficiary rights, including, without limitation, any persons participating in or the subject of conversations for which Ablio Interpreter Services are provided.

If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The laws of Italy will apply to any disputes arising out of or relating to these terms or the Services; for U.S. Customers, the laws of the state of California, U.S.A., will apply.

12.1. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and that are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency.

12.2. Subcontractors. Ablio may use the services of subcontractors and permit them to exercise the rights granted to Ablio in order to provide the Services under this Agreement, provided that Ablio remains responsible for (i) compliance of any such subcontractor with the terms of this Agreement and (ii) for the overall performance of the Services as required under this Agreement.

12.3. Subpoenas. Nothing in this Agreement prevents Ablio from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but Ablio will use commercially reasonable efforts to notify Customer where permitted to do so.

12.4. Independent Contractors. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.