

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this “Agreement”) is between **Presentations, Inc.**, d/b/a **Arreya**, and/or its affiliates (“Arreya”), and the person or entity that creates an account as provided herein (the “Subscriber”)(Arreya and Subscriber are sometimes referred to as individually as a “Party” or, collectively, as the “Parties”).

This Agreement governs access to and use by the Subscriber of the arreya.com website (the “Website”), each Arreya digital signage channel made available for Subscriber’s use (“Subscriber’s Channel”), all content, optional features, website analysis services, and other services or products subscribed to through the Website (collectively, the “Arreya Service”). Any third-party hardware or software purchased by the Subscriber through Arreya shall be purchased under separate agreement but subject to the Terms (defined below).

This Agreement includes (a) the Terms and Conditions of Use (the “Terms”), the most current version of which is attached hereto as **Exhibit A**, which is incorporated herein by this reference, and (b) the Privacy Policy (the “Privacy Policy”), the most current version of which is attached hereto as **Exhibit B**, which is incorporated herein by this reference. The Terms and the Privacy Policy each may be amended, modified or replaced from time to time in the manner as set forth in **Exhibit A** and **Exhibit B**, respectively.

PLEASE READ THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT CAREFULLY BEFORE CREATING AN ACCOUNT. SECTION 8.1 OF THIS AGREEMENT CONTAINS AUTOMATIC RENEWAL PROVISIONS. BY CREATING AN ACCOUNT, THE SUBSCRIBER ACCEPTS THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND THE PRIVACY POLICY, AS THE SAME MAY BE MODIFIED FROM TIME TO TIME. IF THE TERMS IN THIS AGREEMENT ARE NOT ACCEPTABLE, DO NOT CREATE AN ACCOUNT OR OTHERWISE ATTEMPT TO SUBSCRIBE TO OR USE THE ARREYA SERVICE.

1. Creating an Account. In order to subscribe to the Arreya Service, Subscriber must create an account. Arreya requires the following information in order to create an account: the Subscriber’s name, email address, password, and billing (i.e. credit card) information. Subscriber is responsible to keep the account information up to date. Arreya will use the account information to provide access to the Arreya Service.

Subscriber is responsible to protect the Subscriber’s username and password and to control access to the computer and other devices used to access the Arreya Service. Further, Subscriber is solely responsible for all activities that occur under or through the Subscriber’s account, including activities initiated by third parties, whether or not the Subscriber has specifically authorized such activities. In no event shall Arreya be liable in any manner for any unauthorized access to the Subscriber’s account. Subscriber shall contact Arreya immediately in the event of any unauthorized access or suspected unauthorized access to Subscriber’s account. Subscriber may not assign or otherwise transfer Subscriber’s account with Arreya to any other person or entity.

2. Subscription to the Arreya Service. Subject to the creation of an account, the payment of the Subscription Fee (as provided in Section 6 below) and the other provisions of this Agreement, Arreya hereby grants Subscriber a non-exclusive, non-transferable subscription to access and use the Arreya Service during the Subscription Term (as defined below).

3. Service Level and Support. Arreya will use commercially reasonable efforts to provide access to the Arreya Service 24 hours a day, seven days a week, except for planned maintenance and unscheduled maintenance due to circumstances beyond Arreya’s control; provided, however, Arreya shall have no liability to Subscriber in the event access to the Arreya Service is not available for any reason, whether for scheduled or unscheduled maintenance; any and all interruptions, conditions, delays, delivery failures and all other loss or damage arising from or relating to the internet and/or Subscriber’s network, network connections, or telecommunications links; or

any other reason. Arreya will endeavor to respond to customer support inquiries within 24 hours of initial contact, excluding weekends and Arreya holidays.

4. Covenants. Subscriber covenants and agrees: (a) to provide Arreya with all information and otherwise cooperate as may be required by Arreya in order to provide the Arreya Service; (b) to comply with all applicable laws and regulations with respect to the Subscriber's use of the Arreya Service and any content or data uploaded by Subscriber to the Arreya Service or created by Subscriber through its use of the Arreya Service (such content and data being referred to as the "Customer Content"); (c) to perform all the responsibilities and obligations required of Subscriber under this Agreement in a timely and efficient manner; (d) to obtain and maintain all necessary licenses, consents, and permissions necessary for use of the Customer Content and/or as requested by Arreya to perform its obligations under this Agreement; (e) to provide and maintain at all times computer hardware, network and systems that comply with the relevant specifications provided by Arreya from time to time; (f) to provide and maintain at all times any network, network connections, telecommunications and internet links from Subscriber's systems to Arreya's servers; (g) to not upload to the Arreya Service any "protected health information", as that term is defined in the Health Insurance Portability and Accountability Act; (h) to not upload to the Arreya Service any "personal data" (as defined in the European Union's (EU) General Data Protection Regulation (GDPR)) of any "data subject" subject to the protections of the GDPR without having first obtained both (1) Arreya's prior express written consent and (2) each such data subject's express consent to the collection, use and "processing" (as defined in the GDPR) of such data subject's personal data in connection with the Arreya Service; and (i) that the Customer Content utilized in the Arreya Service and Subscriber's use of the Arreya Service and will not violate any trademark, copyright, patent or trade secret rights of any person.

5. Proprietary Rights.

5.1 Intellectual Property. Subscriber agrees that Arreya owns all intellectual property rights in the Arreya Service, whether now existing or hereafter created (whether created in connection with modifications or enhancements to the Arreya Service or otherwise). Except for the right to access and use the Arreya Service for the Subscription Term on the terms and conditions set forth herein, Subscriber acknowledges and agrees that this Agreement does not grant Subscriber any rights, ownership interests or licenses to, or in, any patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Arreya Service. Subscriber further agrees not to: (a) copy, modify, duplicate, create derivative works from, mirror, republish, download, display, transmit, or distribute all or any portion of the Website or any other part of the Arreya Service in any form or media or by any means; (b) decompile, disassemble, reverse engineer or otherwise attempt to translate, discover or reduce to human-perceivable form all or any part of the Website or any other part of the Arreya Service, including without limitation the source code, object code or underlying structure, ideas or algorithms of any part of the software that forms a part of the Arreya Service; (c) transfer, distribute, sell, resell, lease, sublease, license or assign the rights granted by this Agreement or otherwise offer all or any part of the Arreya Service to any other person or entity, whether for use on a service bureau, on a value added basis, or otherwise; (d) access or use all or any part of the Website or any other part of the Arreya Service in order to create, develop, copy or market, in any manner, a product or service which directly or indirectly competes with the Arreya Service; or (e) assist any person or entity in connection with any of the foregoing activities.

5.2 Customer Content. Subscriber consents to Arreya's use of the Customer Content in connection with providing the Arreya Service. Subscriber hereby represents, warrants and covenants, as applicable, to Arreya that (a) Subscriber or Subscriber's licensors own all right, title, and interest in and to Subscriber's Customer Content, (b) the Subscriber's Customer Content and the use of the Subscriber's Customer Content by Subscriber or Arreya in connection with the Arreya Service will not violate the rights of any other person or entity, and (c) the Subscriber's Customer Content does not and will not contain any virus, harmful code or other malicious content.

6. Payment and Fees.

6.1 Subscription Fee. Each month during the Subscription Term (as defined in Section 8.1 below), Subscriber agrees to pay to Arreya the Subscription Fee, which is billed in advance and is non-refundable. The “Subscription Fee” is the sum of (i) the base monthly fee, and (ii) the monthly fee for each optional service (a “premium widget”) that Subscriber elects to include in the subscription, all at the prices posted on the Website. The Subscription Fee is subject to change at any time. Changes in the fee for the base monthly service and any premium widgets will be effective thirty (30) days after such changes have been posted on the Website or after Arreya has provided notice to Subscriber (pursuant to Section 13) of such changes. Unless otherwise stated, all amounts due Arreya are stated in U.S. Dollars.

6.2 Manner of Payment. Arreya will charge the Subscription Fee to the credit card listed in Subscriber’s account at the time the Subscription Fee is due. Subscriber hereby authorizes the card issuer to pay Arreya any amounts due and at the times as provided under this Agreement. Subscriber specifically authorizes Arreya (or a billing agent acting on behalf of Arreya) to continue charging all such amounts to the Subscriber’s credit card listed in the Subscriber’s account on a monthly basis or as otherwise provided in this Agreement until such time as the subscription for the Arreya Service is cancelled by Subscriber or terminated by Arreya, all as provided in Section 8 of this Agreement. Subscriber must provide and maintain at all times current, complete and accurate billing and credit card information in its account with Arreya. Subscriber shall promptly update all billing information (i.e. billing address, card number and expiration date) required to maintain current account information with Arreya. In the event Subscriber’s credit card is cancelled or Subscriber’s account is otherwise compromised (such as an unauthorized disclosure or use of Subscriber’s username or password), Subscriber shall give Arreya prompt notice of such event. Subscriber authorizes Arreya to obtain updated or replacement expiration dates for Subscriber’s credit card if the credit card expires. Arreya reserves the right to charge any renewal card issued to Subscriber as a replacement. If payment is not received from the issuer of Subscriber’s credit card, Subscriber agrees to pay all amounts due upon demand. In addition to all Subscription Fees, Subscriber agrees to pay all costs of collection, including attorney’s fees and costs, for any amounts due Arreya. Subscriber shall be responsible to pay any and all charges imposed by the issuer of Subscriber’s credit card in connection with payment of any amounts due Arreya under this Agreement, including without limitation any foreign transaction or other fees or charges. Subscriber is responsible for checking with its bank and credit-card issuer for details regarding such fees and charges.

Arreya reserves the right to immediately deactivate Subscriber’s access to the Arreya Service for failure to pay the Subscription Fee and/or any other amounts due Arreya under this Agreement.

6.3 Taxes. Each Party will be responsible to identify and pay all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on the respective Party upon or with respect to the transactions and payments under this Agreement. The Subscription Fee and fees for any optional services quoted or published by Arreya are exclusive of Sales Taxes (defined below). Arreya may charge and Subscriber agrees to pay applicable Sales Taxes that are due with regard to the subscription for the Arreya Service and any other services or products provided by Arreya. Subscriber shall provide such information to Arreya as reasonably required to determine whether Arreya is obligated to collect Sales Taxes from Subscriber. Arreya will not collect, and Subscriber shall not be obligated to pay, any Sales Tax for which Subscriber furnishes to Arreya a properly completed exemption certificate or a direct payment permit certificate for which Arreya may claim an available exemption from such Sales Tax. All payments made by Subscriber to Arreya under this Agreement are quoted or stated without any deduction for any tax or amount due for withholding of any tax that may be due under applicable law. If any such deduction or withholding (including, without limitation, cross-border withholding taxes) is required on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Arreya is equal to the amount then due and payable under this

Agreement. “Sales Taxes” mean all taxes and duties applicable to the sale or use of the Arreya Service, including, without limitation, sales tax, use tax, service tax, value added tax (VAT), gross receipts tax and excise taxes.

7. Permission to Identify Subscriber as a Customer. Unless otherwise agreed by Subscriber and Arreya in writing, Subscriber hereby authorizes Arreya to identify Subscriber as a client of the Arreya Service on the Website, or anywhere else Arreya deems appropriate, and to use Subscriber’s name, trade name, trademarks, and logos for such identification unless and until Subscriber provides notice to Arreya (pursuant to Section 13) specifically requesting that Arreya cease doing so.

8. Term & Termination.

8.1 Term. The “Subscription Term” will commence of the date specified by Arreya, which shall be after Subscriber has created an account, Arreya has approved Subscriber’s access to the Arreya Service and Arreya has processed Subscriber’s billing information, and continue thereafter for a period of thirty (30) days. After the initial thirty (30) day period, the Subscription Term shall *automatically renew for successive thirty (30) day periods* unless and until either Party terminates this Agreement as provided in Section 8.2 below.

8.2 Termination.

(a.) Termination by Subscriber. Subscriber may terminate this Agreement at any time by providing Arreya a written notice, pursuant to Section 13, stating the date of termination; provided, however, except as provided in Section 9 below, Arreya must receive such notice at least fifteen (15) days before the next Subscription Fee is due to avoid billing Subscriber’s credit card. All fees billed to Subscriber’s credit card are non-refundable.

(b.) Termination by Arreya. Arreya may terminate this Agreement immediately upon any material breach by Subscriber of any of the terms in this Agreement, including, without limitation, immediately upon Subscriber’s failure to pay, when due, any amounts required by Section 6 above. Arreya may also terminate this Agreement without cause on thirty (30) days advance notice to Subscriber, pursuant to Section 13, in which case Arreya will reimburse Subscriber on a pro-rata basis for any advance payments paid for the period after the date of termination. Other than such reimbursement, Arreya will have no liability whatsoever for exercising its right to terminate this Agreement.

8.3 Effect of Termination. On termination of this Agreement by either Party for any reason or no reason: (i) Subscriber’s subscription to the Arreya Service, as well as all other rights, permissions, subscriptions and licenses granted by Arreya under this Agreement, if any, and the Subscription Term will immediately terminate; (ii) Subscriber shall have no right to use of the Arreya Service after the date of termination; (iii) Arreya will have no obligation whatsoever to store or return to Subscriber any Customer Content and may immediately destroy or otherwise dispose of Subscriber’s Customer Content in its possession; and (iii) Arreya’s accrued rights to payment, the Terms, the Privacy Policy, as well as Sections 5, 6.2, 6.3, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 will survive and continue in full force and effect for the periods of time provided therein and, if no time period is provided therein, then for so long as permitted by applicable law.

8.4 Effect of Renewal. Subscriber agrees that by not terminating this Agreement, on each renewal, Subscriber will be bound by the Terms and Privacy Policy in the form posted to the Website as of the renewal date.

9. Changes. Arreya reserves the right to modify from time to time the Arreya Service. If, however, Arreya, in its sole discretion, determines that such modifications materially reduce the value of the Arreya Service, Arreya will notify Subscriber of the effective date of such modifications and Subscriber shall have the right to terminate

this Agreement effective immediately upon notice, pursuant to Section 13, to Arreya; provided, however, Arreya must receive such notice within fifteen (15) days after the date on which such modifications take effect. In the event of such termination by Subscriber, Arreya will reimburse Subscriber on a pro-rata basis for any advance payments paid for the period after the date of termination. Subject to Arreya's thirty (30) day advance notice obligation and, if applicable, reimbursement obligation set forth in Section 8.2 above, Arreya may discontinue the Arreya Service at any time without any liability to Subscriber.

10. Confidentiality. Subscriber agrees to hold confidential all information Arreya discloses to Subscriber that is marked "Confidential Information" or the like, and, unless required by law, not make Arreya's Confidential Information available to any third party, or use Arreya's Confidential Information for any purpose other than the implementation of this Agreement. Subscriber agrees to take reasonable steps to ensure that Arreya's Confidential Information is not disclosed or distributed by Subscriber's employees or agents in violation of the terms of this Agreement, and to promptly return or destroy all such Confidential Information promptly upon Arreya's request.

11. Unauthorized Disclosure. In the event of any loss of, unauthorized access to, or accidental or unauthorized disclosure of, any information, data or content collected, stored or processed by Arreya in connection with the Arreya Service (including, without limitation, any "Personal Information" (as defined in the Privacy Policy) or Customer Content), whether as a result of accident, malicious activity or the negligence of any person or entity (an "Unauthorized Disclosure Event"), except as provided below in this Section 11, Subscriber hereby assumes and agrees to discharge all liability arising therefrom in connection with all such information, data and content related to, uploaded by or collected from Subscriber. Arreya's sole liability and obligation with respect to an Unauthorized Disclosure Event shall be to provide Subscriber notice (pursuant to Section 13) of such Unauthorized Disclosure Event within a reasonable time after Arreya actually learns that such event has occurred; provided, however, such obligation to notify shall only apply if (a) Arreya learns of the Unauthorized Disclosure Event during the Subscription Term and (b) the Unauthorized Disclosure Event involves the disclosure of or access to information Subscriber was required to provide Arreya to create an account (Subscriber's name, email address, password, and billing (*i.e.* credit card) information).

12. Subscriber Representations and Warranties. Subscriber hereby represents, warrants and covenants, as applicable, to Arreya that: (i) Subscriber have all necessary permissions to create an account and give Arreya and the Arreya Service access to Subscriber's digital signage, or any other accounts Subscriber authorizes Arreya to access; (ii) Subscriber has all rights, licenses, and consents required to upload any and all content to the Arreya Service for display on digital signage on these terms, and further represents and warrants that such use or publication does not infringe the rights of any third party or violate any applicable law or regulation, including any privacy laws; and (iii) and Subscriber will not upload or cause to be published by the Arreya Service any content that is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, that constitutes protected health information under the Health Insurance Portability and Accountability Act, that is abusive, illegal, or otherwise objectionable, which may constitute or encourage a criminal offense, violate the rights of any party or, which may otherwise give rise to liability or violate any law.

13. Notice. Arreya may deliver notice to Subscriber under this Agreement by electronic mail, a general or specific notice on the Website, a communication to Subscriber's account or by written communication delivered by first class U.S. mail to Subscriber's address on record. Notices to Arreya must be in writing and will be deemed given when (a) delivered personally, (b) sent by email to the following email address: info@arreya.com, or (c) sent to address below, in which case notice is deemed given upon receipt:

Presentations, Inc., d/b/a Arreya
Attn: Accounts
935 Boyson Ct., Suite B
Hiawatha, IA 52233

14. No Partnership or Agency. Nothing contained in this Agreement will be construed to place Arreya and Subscriber in a relationship as partners, joint venturers, or principal and agent.

15. Entire Agreement. This Agreement (which includes, for clarity, the Terms and Privacy Policy) comprises the entire agreement between Subscriber and Arreya with respect to Subscriber's use of the Website and the Arreya Service and supersedes all prior agreements between the parties regarding the subject matter contained herein.

16. Injunctive Relief. Subscriber agrees that money damages would not be a sufficient remedy for breach of section 5 or section 10 above and that Arreya shall be entitled to, in addition to any other remedies available to it at law or in equity, specific performance, preliminary injunctive relief, permanent injunctive relief and other equitable relief for any such breach by Subscriber, without the necessity of posting any bonds or having to prove money damages or having to show that money damages are an inadequate remedy.

Last updated: 4/24//2019

Exhibit A

TERMS AND CONDITIONS OF USE (Subscription Agreement)

These Terms and Conditions of Use (the “Terms”) are between **Presentations, Inc.**, d/b/a **Arreya**, and/or its affiliates (“Arreya”), and the person or entity that enters into a Subscription Agreement and creates an account for the Arreya Service as provided herein (the “Subscriber”)(Arreya and Subscriber are sometimes referred to as individually as a “Party” or, collectively, as the “Parties”).

BY ENTERING INTO A SUBSCRIPTION AGREEMENT AND CREATING AN ACCOUNT FOR THE ARREYA SERVICE, EACH SUBSCRIBER ACCEPTS AND AGREES TO BE BOUND BY THESE TERMS.

The Subscription Agreement (the “Agreement”), these Terms and **Arreya’s Privacy Policy (the “Privacy Policy”)** govern Subscriber’s access to and use of the arreya.com website (the “Website”), each Arreya digital signage channel made available for Subscriber’s use (“Subscriber’s Channel”), all content, optional features, website analysis services, and other services or products subscribed to through the Website (collectively, the “Arreya Service”). (Collectively, the Subscription Agreement, these Terms and the **Privacy Policy** are referred to as the “Arreya Contracts”). These Terms shall also apply to any third-party hardware or software purchased by the Subscriber through Arreya.

ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS AND CONDITIONS ON ANY DOCUMENT, NOTICE OR COMMUNICATION ISSUED BY SUBSCRIBER TO ARREYA AT ANY TIME ARE HEREBY OBJECTED TO AND REJECTED BY ARREYA, SHALL BE WHOLLY INAPPLICABLE TO THE ARREYA SERVICE, AND SHALL NOT BE BINDING IN ANY WAY ON ARREYA.

Notices and Electronic Communications. Subscriber consents to receive electronic communications and agrees that all agreements, notices, disclosures and other communications that Arreya provides to Subscriber electronically, via email and/or by posting on the Website, satisfy any legal requirement that such communications be in writing and/or be delivered to Subscriber.

Changes. Arreya reserves the right, in its sole discretion, to amend, modify or replace these Terms. The most current version of the Terms posted on the Website will supersede all previous versions. It is the obligation of the Subscriber to periodically review the Terms to stay informed of any updates. Subscriber acknowledges and agrees that the posting of such updated Terms to the Website shall constitute notice to Subscriber, effective as of the next business day after posting.

Intellectual Property. All content that appears on the Website, including text, logos, graphics, images, audio clips, software and data compilations is the property of Arreya or its suppliers (and the compilation thereof is the exclusive property of Arreya) and is protected by United States and/or international copyright laws. The name “Arreya” and all graphics and logos related thereto are the exclusive property of Arreya and may not be used in connection with any product or service that is not Arreya’s, in any manner that discredits or disparages Arreya or in any manner that is likely to create confusion regarding the Arreya service and products or the “Arreya” name. All other trademarks appearing on the Website are the property of the respective owners (including, without limitation, Arreya, its suppliers, vendors, partners and customers) who may or may not be connected to or affiliated with Arreya. Subscriber shall comply with any and all end-user license or other agreement applicable to the use of any third party product or service acquired from Arreya.

Access. Subject to Subscriber’s compliance with these Terms, Arreya hereby grants Subscriber a non-exclusive, non-transferable, freely revocable right to access and make personal use of the Website (“Access Right”). This Access Right does not include any right to access or use any other part of the Arreya Service, which rights may only be obtained by creating an account and becoming a party to and complying with the Arreya Contracts. This

Access Right does not provide Subscriber with any right to and Subscriber shall not, unless and until Subscriber creates an account and then only to the extent, if any, expressly permitted by the Arreya Contracts, resell, copy or commercially use or exploit the Website or its contents. This Access Right does not provide Subscriber with any right to and Subscriber shall not (i) obtain or attempt to obtain or access account information of Arreya's users or (ii) utilize data mining, robots or similar tools to gather or extract data pertaining to the Website or its users.

No Warranty.

ARREYA MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE ARREYA SERVICE OR ANY PRODUCTS OR SERVICES RECOMMENDED BY OR PURCHASED THROUGH ARREYA. ARREYA PROVIDES THE ARREYA SERVICE AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY ARREYA ON AN "AS-IS, WHERE-IS" BASIS.

ARREYA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, SECURITY, COMPATIBILITY, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the foregoing, Subscriber acknowledges and agrees that Arreya does not and cannot warrant or guarantee that (i) the Arreya Service will operate without errors, (ii) that the Arreya Service will be available and operational at all times, (iii) that Subscriber will always have access to the Arreya Service and/or (iv) the Arreya Service will be available on a specified date or time or have the capacity to meet the demands of Subscriber during specific hours. Subscriber further acknowledges and agrees that Arreya has no control whatsoever over, and no responsibility whatsoever for (i) the availability, speed or quality of the internet service, (ii) the connections between the Internet and Subscriber's hardware, fixtures and systems and (iii) the failure of any of the foregoing that prevents access to or use of the Arreya Service by Subscriber or Subscriber's customers or others trying to access the Arreya Service through the Subscriber's Channel.

Arreya does not manufacture any tangible products that Arreya may sell. If there is a manufacturer's warranty with respect to any tangible products acquired from or through Arreya, Arreya is not a party to such warranty and such warranty is provided solely by the manufacturer.

Limitation of Liability.

Exclusions. **IN NO EVENT WILL ARREYA OR ANY OF ITS DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, OWNERS OR AGENTS (COLLECTIVELY WITH ARREYA, THE "ARREYA PARTIES" AND EACH AN "ARREYA PARTY") BE LIABLE TO SUBSCRIBER OR ANYONE ELSE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS) RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THE ARREYA CONTRACTS WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY, EVEN IF ONE OR MORE ARREYA PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES.**

EXCEPT FOR THE PRO RATA REIMBURSEMENT OF ANY ADVANCE PAYMENTS ALLOCABLE TO THE PERIOD AFTER THE DATE OF TERMINATION OF THE ARREYA SERVICE AS MAY BE PROVIDED IN THE AGREEMENT, IN NO EVENT WILL ANY OF THE ARREYA PARTIES BE LIABLE TO SUBSCRIBER OR ANY OTHER PERSON FOR ANY TYPE OR AMOUNT OF DAMAGE, LOSS, COST OR EXPENSE THAT SUBSCRIBER OR SUCH OTHER PERSON MAY SUFFER OR INCUR—EVEN IF THE EVENT LEADING TO SUCH DAMAGE, LOSS, COST OR EXPENSE WAS

CAUSED BY THE NEGLIGENCE OR OTHER TORT OF OR A BREACH OF THE ARREYA CONTRACTS BY ONE OR MORE ARREYA PARTIES—ARISING OUT OF OR RESULTING FROM (A) UNAUTHORIZED ACCESS TO OR USE OF ARREYA’S SERVERS, SOFTWARE, SYSTEMS, TRANSMISSION FACILITIES, PREMISES OR EQUIPMENT AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN (B) UNAUTHORIZED ACCESS TO OR ALTERATION TO CONTENT PUBLISHED ON SUBSCRIBER’S CHANNEL THROUGH THE ARREYA SERVICE, (C) UNAUTHORIZED ACCESS TO OR USE OF SUBSCRIBER’S USER NAMES, PASSWORDS, OR ANY OTHER PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD OR (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE AND/OR SUBSCRIBER’S CHANNEL BY ANY THIRD PARTY, IN EACH CASE, REGARDLESS OF WHETHER ONE OR MORE ARREYA PARTIES WERE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, COST OR EXPENSE.

Limitations. **IN NO EVENT WILL ARREYA’S LIABILITY (COLLECTIVELY WITH THE LIABILITY OF EACH OTHER ARREYA PARTY) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THE ARREYA CONTRACTS, WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY, EXCEED THE AMOUNT ACTUALLY PAID TO ARREYA BY SUBSCRIBER IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT UPON WHICH SUCH CLAIM IS BASED (EXCLUDING AMOUNTS PAID TO ARREYA TO PURCHASE THIRD-PARTY PRODUCTS OR SOFTWARE THROUGH THE WEBSITE). NO ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM OR DEFENSE BASED ON THE PERFORMANCE OR NON-PERFORMANCE OF ARREYA’S OBLIGATIONS UNDER THE ARREYA CONTRACTS—WHETHER BASED ON A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OR OTHER TORT OF ONE OR MORE ARREYA PARTIES OR ANY OTHER LEGAL THEORY—MAY BE BROUGHT OR ASSERTED BY SUBSCRIBER AGAINST ARREYA OR ANY OTHER ARREYA PARTY AFTER THE DATE THAT IS ONE (1) YEAR AFTER THE EVENT OR OCCURRENCE UPON WHICH SUCH ACTION, CLAIM, COUNTER-CLAIM, CROSS-CLAIM OR DEFENSE IS BASED OR, IF SUBSCRIBER CREATED AN ACCOUNT WITH ARREYA AND SUCH DATE IS EARLIER, THE DATE THAT IS SIX (6) MONTHS AFTER TERMINATION OR EARLIER EXPIRATION OF THE “SUBSCRIPTION TERM” (AS DEFINED IN THE AGREEMENT).**

THE FOREGOING IS INTENDED AS A COMPLETE ALLOCATION OF THE RISKS BETWEEN ARREYA AND SUBSCRIBER. BECAUSE THE BARGAIN STRUCK AND THE PRICE PAID REFLECT SUCH ALLOCATION, THESE EXCLUSIONS AND LIMITATIONS UPON REMEDIES WILL NOT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

Indemnity. Subscriber shall indemnify and hold harmless Arreya and each other Arreya Party from and against any claim, liability, damage, assessment, or expense (including expenses of investigation and defense, and reasonable attorney fees and expenses) of any nature whatsoever sustained, suffered or incurred for or on account of, or arising from or in connection with, the access to and/or use of the Website and/or the Arreya Service by Subscriber, any failure by Subscriber to fulfill Subscriber’s responsibilities under the Arreya Contracts, any breach by Subscriber of any representation, warranty or covenant set forth in any of the Arreya Contracts, or resulting from the negligence, misconduct or criminal acts of Subscriber or Subscriber’s officers, directors, managers, employees, agents or representatives. This indemnity specifically includes, but is not limited to, any claims brought against Arreya, and all direct and indirect damages resulting therefrom, because Subscriber (A) violated any third party right, including without limitation any intellectual property right, or (B) uploaded (1)

protected health information or any other violations of the Health Insurance Portability and Accountability Act or (2) “personal data” (as defined in the European Union’s (EU) General Data Protection Regulation (GDPR) of any “data subject” of/in the EU (as defined in the GDPR) without having first obtained both Arreya’s prior express written consent and each such data subject’s express consent to the collection, use and “processing” (as defined in the GDPR) of such data subject’s personal data in connection with the Arreya Service. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE TERMINATION OF THE ARREYA CONTRACTS AND SUBSCRIBER’S USE OF THE ARREYA SERVICE.

Assignment. Arreya may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Arreya Contracts. Subscriber may not, without the prior express written consent of Arreya, assign (whether by operation of law, by a direct or indirect change of control or otherwise), transfer, charge, delegate, subcontract or deal in any other manner with any or all of Subscriber’s rights or obligations under the Arreya Contracts.

Applicable Law & Disputes. The Arreya Contracts shall be governed and construed in accordance with the laws of the state of Iowa, without regard to its conflicts of law principles. Subscriber agrees to promptly and voluntarily submit to the exclusive jurisdiction of the Iowa state courts located in Cedar Rapids, Iowa or the United States District Court for the Northern District of Iowa located in Cedar Rapids, Iowa (the “Selected Courts”) with respect to any disputes or legal proceedings arising out of or in any way related to the Arreya Contracts and/or Subscriber’s access to and/or use of the Website or any other part of the Arreya Service. Subscriber hereby waives all, and agrees not to assert any, defenses with respect to jurisdiction, forum and venue and agrees not to commence or participate in any such disputes or legal proceedings in any court or forum other than the Selected Courts.

Injunctive Relief. Subscriber agrees that money damages would not be a sufficient remedy for breach of the “Access” or “Intellectual Property” sections set forth above in these Terms and that Arreya shall be entitled to, in addition to any other remedies available to it at law or in equity, specific performance, preliminary injunctive relief, permanent injunctive relief and other equitable relief for any such breach by Subscriber, without the necessity of posting any bonds or having to prove money damages or having to show that money damages are an inadequate remedy.

Waiver & Amendment. No waiver, amendment or modification of any term in the Arreya Contracts shall be binding on Arreya unless made in a writing expressly stating that it is such a waiver or amendment and signed by an authorized agent of Arreya; provided, however, these Terms and the Privacy Policy may be amended, modified or replaced as provided in the “Changes” sections set forth herein and therein, respectively.

Force Majeure. Notwithstanding any provision of the Arreya Contracts to the contrary, Arreya will have no liability to Subscriber under any of the Arreya Contracts if Arreya is directly or indirectly prevented from or delayed in performing its obligations under the Arreya Contracts, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Arreya or any other party), failure of a utility service or transport or telecommunications network, acts of nature, fire, flood, tornado, storm, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machines or default of suppliers, sub-contractors, or service providers.

Entire Agreement & Binding Effect. These Terms, together with the Privacy Policy and, if Subscriber has created an account with Arreya, the Agreement, comprise the entire agreement between Subscriber and Arreya with respect to Subscriber’s access to and use of the Website and the Arreya Service, and supersedes all prior agreements between the parties regarding the subject matter contained herein. The Arreya Contracts shall inure to

the benefit of and shall be binding upon the parties hereto and thereto and their respective successors and permitted assigns.

Severability. In the event that any provision(s) contained in any of the Arreya Contracts shall be held by a court of competent jurisdiction to be invalid, void or unenforceable, the same shall be enforced to the maximum extent allowed by applicable law and shall be deemed severable to the extent unenforceable, and the Arreya Contracts shall be then construed and enforced in accordance with the remaining provisions thereof.

Last updated: 4/24/2019

Exhibit B

Privacy Policy

This Privacy Policy describes in general terms how Presentations, Inc., d/b/a Arreya, and/or its affiliates (“we” or “Arreya”), collects and uses your Personal Information (defined below) in connection with you accessing and/or using the Arreya website (<https://arreya.com/>) (the “Website”) and any other part of the Arreya Service (as defined in Arreya’s Terms and Conditions of Use (the “Terms”). BY ACCESSING AND/OR USING THE WEBSITE, YOU ACCEPT THE TERMS OF THIS PRIVACY POLICY AND CONSENT TO ARREYA TAKING THE ACTIONS DESCRIBED HEREIN.

This Privacy Policy does not apply to “Customer Content” (as defined in the Subscription Agreement (the “Agreement”)) processed, stored or hosted by Arreya in connection with providing services to you after you have created an account. Customer Content is governed by the Agreement.

Changes

Arreya reserves the right, in its sole discretion, to amend, modify or replace this Privacy Policy. The most current version of the Privacy Policy posted on the Website will supersede all previous versions. It is your obligation to periodically review the Privacy Policy to stay informed of our updates. You acknowledge and agree that the posting of such updated Privacy Policy to the Website shall constitute notice to you, effective as of the next business day after posting.

Personal Information.

Collection: In connection with you accessing and/or using the Website and any other part of the Arreya Service, Arreya collects and stores the following types of information about you (collectively, “Personal Information”):

- Internet Protocol (IP) Address, which includes information about your location;
- Information about your activity on the Website, including your views and interactions with content on the Website; and
- Information that you provide, including your name, password, email address and phone number (but excluding your billing information, see “Billing Information” below).

Use: Arreya uses the Personal Information it collects for the following purposes:

- To maintain, improve and provide the Website and, if you create an account, the Arreya Service;
- To send information, updates and advertisements to you about the Arreya Service; and
- To communicate with you directly, if you provide an email address or phone number.

Sharing: Arreya does not sell Personal Information to third parties.

Security: Without limiting your obligations under, and subject to the limitations set forth in, the Terms and the Agreement, Arreya takes commercially reasonable (in light of Arreya’s size and the nature of its activities) measures designed to prevent the accidental or unlawful access or disclosure of your Personal Information. YOU ACKNOWLEDGE AND AGREE THAT ARREYA MAKES NO WARRANTIES OR GUARANTEES THAT YOUR PERSONAL INFORMATION WILL NOT BE ACCIDENTALLY OR UNLAWFULLY ACCESSED OR DISCLOSED.

Choice: You can choose not to provide certain information requested by the Arreya Service. However, this may prevent you from accessing and/or using some or all aspects of the Arreya Service.

Retention: We keep your Personal Information for such period of time as is necessary to satisfy the purposes for which it was collected (see “Use” above). For clarity, we keep your email address, even after you have terminated your account, for purposes of sending you information about and advertisements for the Arreya

Service until you notify Arreya in writing that you would like such communications to stop. We will delete your Personal Information in accordance with any applicable laws. To the fullest extent permitted by applicable law, you hereby waive any notice requirements now or hereafter applicable to the deletion of your Personal Information.

Billing Information

If you enter your billing information (credit card information) on the Website, you will be providing it directly to Arreya's third-party payment processing vendor for verification, storage and processing of payments. ARREYA DOES NOT COLLECT, STORE OR CONTROL ACCESS TO YOUR BILLING INFORMATION. WHILE ARREYA BELIEVES ITS PAYMENT VENDOR IS PROFESSIONAL AND REPUTABLE, ARREYA CANNOT AND DOES NOT MAKE ANY WARRANTIES OR GUARANTEES ABOUT ITS PAYMENT VENDOR'S SECURITY PRACTICES. By entering your billing information, you agree that Arreya shall have no responsibility or liability to you or your affiliates for any misuse of your billing information by Arreya's payment vendor or by any person acting through Arreya's payment vendor or for any accidental, unauthorized or unlawful access to or disclosure of your billing information.

Cookies Notice

Arreya uses "cookies" to learn more about you and to improve the Arreya Service. Cookies are small data files transferred to your device by the Website that collect a variety of information about you, such as the number of times you access the Website, the number of times you visit a particular page and certain types of Personal Information. Most browsers allow you to easily block cookies. By visiting the Website and not blocking cookies, you consent to Arreya's use of cookies.

Last updated: 4/24/2019