

MASTER AGREEMENT

dated _____

between

("SpotMe")

and

("Customer")

(together, the "Parties")

WHEREAS, SpotMe is a company that provides a variety of services that transform meetings and inspire participants with mobile solutions, which spark new ideas, kickstart networking, drive strategic alignment, and more.

WHEREAS, Customer desires to purchase, and SpotMe is willing to sell, certain services, including SpotMe Platform Services, related Support and Maintenance Services, as well as potentially additional services, as decided by the Parties and described in the appropriate Terms of Services, Order Forms and/or Statement of Works.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, the Parties agree as follows:

1 DEFINITIONS

“Administrative User” means an individual who is authorized by Customer to manage the Services and access the administrative functions of the Services for a designated Engagement Instance. Administrative Users may include, for example, Customer employees, partners, and contractors.

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

“Agreement” or **“Contractual Documents”** means these Master Terms of Services and the Appendixes to it, the Order Forms, the SOWs and any other potential contractual documents between the Parties.

“App” means SpotMe’s downloadable offline and mobile components available on app stores.

“Backstage Support Plan” means the plan for S&M Services described in Section 4 of Appendix B.

“Confidential Information” means all information disclosed by the Disclosing Party to the Receiving Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data; SpotMe Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of any Contractual Document (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

“Contract Property” means any item developed by SpotMe for Customer, including Deliverables, under the Professional Services Terms of Services.

“Customer” means the party subscribing to the Services.

“Customer Data” means all information processed or stored on computers or other electronic media by Customer or on Customer’s behalf, or provided to SpotMe for such processing or storage, as well as any information derived from such information. Customer Data includes, without limitation: (a) information on paper or other nonelectronic media provided to SpotMe for computer processing or storage, or information formerly on electronic media; (b) information provided to SpotMe by Customer’s customers or other users or by other third parties; and (c) personally identifiable information from such customers, users or other third parties.

“Customer Support” means SpotMe’s support desk.

“Deliverable” means the customized software under an SOW or Order Form.

“Digital experience”- shall mean the event taking place online.

“Digital experience attendees”- shall have the meaning of Participant users from the Contract, and more precisely an individual who is registered by Customer (or, when applicable, by SpotMe at Customer’s request) into an Engagement Instance related to a Digital experience, or to whom Customer (or, when applicable, SpotMe at Customer’s request) has supplied an invitation link, a user identification and password, or an activation code (for Services utilizing authentication) to access one specific Engagement Instance related to a Digital experience. Digital experience attendees may include, for example, Customer employees, clients, partners, and event participants.

“Disaster” means an earthquake, hurricane, other natural disaster, war, act of terrorism, act of cyberterrorism, and other natural or man-made disaster.

“Disclosing Party” means the party disclosing Confidential Information to the Receiving Party.

“Documentation” means the applicable Service’s core feature list, and its usage guides and policies, as updated from time to time and made accessible online by SpotMe.

“Engagement Instance” means a specific event or workspace agreed upon between Customer and SpotMe.

“Order Form” means an ordering document or online order specifying the Services to be provided that is entered into between Customer and SpotMe or any of its Affiliates, including any addenda and supplements thereto.

“Participant User” means an individual for whom Customer has purchased a subscription, and who is registered by Customer (or, when applicable, by SpotMe at Customer’s request) into an Engagement Instance, or to whom Customer (or, when applicable, SpotMe at Customer’s request) has supplied an invitation link, a user identification and password, or an activation code (for Services utilizing authentication) to access one specific Engagement Instance. Participant Users may include, for example, Customer employees, clients, partners, and event participants.

“Pilot and Beta Services” means SpotMe services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta or pilot, or by a similar description.

“Platform Services” means the services as defined in Section 1 of Appendix A.

“Professional Services” means the Professional Services as defined in Section 1 of Appendix C.

“Receiving Party” means the party receiving Confidential Information from the Disclosing Party.

“Rental Services” means the services as defined in Section 1 of Appendix D.

“Services” means the services as described in the specific written agreement entered into between Customer and SpotMe or the applicable SOW or Order Form.

“S&M Services” means the services as defined in Section 1 of Appendix B.

“SOW” means a statement of work describing Professional Services, that is entered into between Customer and SpotMe or any of its Affiliates or which is incorporated into an Order Form that is entered into between Customer and SpotMe or any of its Affiliates. An Affiliate of SpotMe that executes an SOW with Customer will be deemed to be “SpotMe” as such term is used in these Terms of Services.

“SpotMe” means the SpotMe entity as specified in the Order Form.

“Subscription/Seat” means a Participant User or an Administrative User that has been granted access to the Services for a designated Engagement Instance and for a specific duration.

“Taxes” means any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever.

“Term” means the term agreed upon between SpotMe and Customer in the Order Form.

2 GENERAL PRINCIPLES

- 2.1 These Master Terms of Services govern the provision of Services by SpotMe. They apply in addition to any other Contractual Documents.
- 2.2 For the purpose of these Master Terms of Services and all Contractual Documents between the parties, the terms listed and defined under Section 1 above shall have the meaning attributed to them in that Section.
- 2.3 Any terms and conditions Customer would have and which would not comply with these Master Terms of Services or other Contractual Documents between the parties will be applicable only provided that they are accepted in writing by SpotMe.

3 ORDER OF PRECEDENCE

- 3.1 In case of conflict or inconsistency between these Master Terms of Services and other Contractual Documents between the parties, the following documents shall prevail in the order indicated hereafter:
 - 1. Specific written agreements entered into between Customer and SpotMe, if any.
 - 2. SOWs, if any.
 - 3. Order Forms.
 - 4. Master Terms of Services.
- 3.2 In case of discrepancies between the stipulations of the Appendixes and the general provisions of these Master Terms of Services, the stipulations of the Appendixes shall prevail, provided that such stipulations expressly provide that they depart from the general provisions and precisely identify the Section(s) of the Master Terms of Services from which they intend to depart.
- 3.3 By signing this Agreement, both Parties hereby agree to be bound by and adhere to the terms of the last SpotMe Data Processing Agreement (<http://sl.spotme.com/dpa>), incorporated by reference herein.

4 SERVICE LEVELS

- 4.1 SpotMe shall use commercially reasonable efforts to comply with the service levels set out in Section 8 of Appendix A.

5 DATA MANAGEMENT AND SECURITY

- 5.1 **Access and Use.** Unless it receives Customer's prior written notice, SpotMe: (i) shall not access, process, or otherwise use Customer Data other than as necessary to facilitate the provision of Services; (ii) shall not give any of its employees access to Customer Data except to the extent that such individual needs access to facilitate performance under the Contractual Documents and is subject to reasonable written nondisclosure agreement with SpotMe protecting such data, with terms reasonably consistent with those of this Section; and (iii) shall not give any third party access to Customer Data, including without limitation SpotMe's other customers, except subcontractors subject to provisions of this Section. Notwithstanding the foregoing, SpotMe may disclose Customer Data as required by applicable law or by proper legal or governmental authority.
- 5.2 **Rights, Title and Interest.** Customer possesses and retains all right, title, and interest in and to Customer Data, and SpotMe use and possession thereof is solely on Customer's behalf. Customer may access and copy any of its Customer Data in SpotMe's possession at any time, and SpotMe shall reasonably facilitate such access and copying promptly after Customer's request.
- 5.3 **Subcontractors.** SpotMe shall not permit any subcontractor to access Customer Data unless such subcontractor is subject to a written contract with SpotMe protecting the data, with terms reasonably consistent with those of

this Section. SpotMe shall exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of Contractual Documents related to Customer Data.

- 5.4 **Technical and Organizational Measures.** SpotMe shall exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer Data. In addition, and without limiting the generality of the preceding sentence, SpotMe shall implement and maintain a program (comprising administrative, physical, and technical safeguards) for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the Services. In the event of a data breach, or in the event that SpotMe suspects a data breach, SpotMe shall (i) promptly notify Customer by telephone and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the data breach, including without limitation by providing reasonable assistance to Customer in notifying injured third parties. SpotMe shall give Customer prompt access to such records related to a data breach as Customer may reasonably request; provided such records shall be SpotMe's confidential information, and SpotMe shall not be required to provide Customer with records belonging to, or compromising the security of, its other customers. The provisions of this Section do not limit Customer's other rights or remedies, if any, resulting from a data breach.

6 DISASTER RECOVERY AND BUSINESS CONTINUITY

- 6.1 SpotMe shall maintain and comply with a reasonable written disaster recovery plan setting forth procedures for: (a) keeping the Services to Customer functioning during and after a Disaster; and (b) restoring Service functionality promptly after a Disaster. The disaster recovery plan will include procedures no less protective than industry standard, and SpotMe shall update the disaster recovery plan as the industry standard changes.

7 FEES AND PAYMENT

- 7.1 **Fees.** In consideration of the Services, Customer shall pay all fees indicated in the Order Form.
- 7.2 **Incidental Expenses.** Customer shall reimburse SpotMe for reasonable travel and out-of-pocket expenses incurred in connection with Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, SpotMe will not exceed such estimate without Customer's written consent.
- 7.3 **Taxes.** Customer is responsible for paying all Taxes associated with the Services. If SpotMe has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, SpotMe will invoice Customer and Customer will pay that amount unless Customer provides SpotMe with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SpotMe is solely responsible for taxes assessable against it based on its income, property and employees.
- 7.4 **Invoicing and Payment.** SpotMe shall invoice Customer in advance and otherwise in accordance with the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SpotMe and notifying SpotMe of any changes to such information.
- 7.5 **Overdue Charges.** If any invoiced amount is not received by SpotMe by the due date, then without limiting SpotMe rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SpotMe may condition future subscription renewals and Order Forms on payment terms shorter than those specified in this Section.
- 7.6 **Suspension of Service.** If any amount owing by Customer under any Contractual Document for SpotMe services is 30 or more days overdue, SpotMe may, without limiting SpotMe other rights and remedies, accelerate Customer's unpaid fee obligations under such Contractual Document so that all such obligations become immediately due and payable, and suspend SpotMe services to Customer until such amounts are paid in full. SpotMe will give Customer at least 10 days' prior notice that Customer's account is overdue before suspending services to Customer.
- 7.7 **Payment Disputes.** SpotMe will not exercise its rights under Section 7.5 or 7.6 above if Customer is disputing

the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 7.8 **Overconsumption of seats.** In case during an Engagement instance Customer exceeds the subscriptions bought, Customer shall owe SpotMe payment of the subscriptions in excess. Parties hereby agree that the only evidence necessary to showcase the number of subscriptions in excess shall be the available Backstage report of the assigned seats for the particular Engagement instance.

8 PROPRIETARY RIGHTS AND LICENSES

- 8.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, SpotMe and its licensors and content providers reserve all of their rights, titles and interests in and to the Services, including all of their related intellectual property rights. No rights are granted to Customer under any Contractual Document other than as expressly set forth in the applicable Contractual Documents.
- 8.2 **License to Use Customer Corporate Brand Name and Other Related Information.** Customer grants SpotMe, its Affiliates and contractors a worldwide, limited-term license to use Customer's corporate brand name and other related information necessary for the purpose of fulfilling SpotMe's obligations under the Agreement. Furthermore, Customer agrees that SpotMe may use Customer's brand name and logo to identify Customer as a customer on SpotMe's website or in marketing or publicity materials. Subject to the limited license granted herein, SpotMe acquires no right, title or interest from Customer under the applicable Contractual Documents in or to any of Customer's corporate brand name and other related information.
- 8.3 **License to Host Customer Data.** Customer grants SpotMe, its Affiliates and contractors a worldwide, limited-term license to host, copy, transmit and display Customer Data created by or for Customer using a Service or for use by Customer with the Services, as reasonably necessary for SpotMe to provide the Services in accordance with the applicable Contractual Documents. Subject to the limited licenses granted herein, SpotMe acquires no right, title or interest from Customer or its licensors under the applicable Contractual Documents in or to any of Customer Data.
- 8.4 **License to Use Feedback.** Customer grants SpotMe and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SpotMe and/or its Affiliates' services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Participant Users relating to the operation of SpotMe or its Affiliates' services.

9 CONFIDENTIALITY

- 9.1 **Protection.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the applicable Contractual Documents and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with the applicable Contractual Documents and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of any Contractual Document to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section. Notwithstanding the foregoing, SpotMe may disclose the terms of the applicable Contractual Documents to a subcontractor or third party application provider to the extent necessary to perform its obligations to Customer under the applicable Contractual Documents, under terms of confidentiality materially as protective as set forth herein.
- 9.2 **Disclosure compelled by law.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's

cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 **Right and Authority.** Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under the Contractual Documents and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by the Contractual Documents.
- 10.2 **SpotMe Representations and Warranties.** SpotMe represents and warrants that the Services will be performed in a professional and workmanlike manner. SpotMe does not warrant that the Services will be performed without error or that they will run without immaterial interruption.
- 10.3 **NO ADDITIONAL REPRESENTATIONS AND WARRANTIES.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT, PILOT AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (I) EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS, AND (II) SPOTME HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
- 10.4 **Remedies.** In the event of a breach of the warranty in Section 10.2, SpotMe, at its own expense, shall promptly re-perform the Services in question. The preceding sentence, in conjunction with Customer's right to terminate the applicable Contractual Documents for breach where applicable, states Customer's sole remedy and SpotMe's entire liability for breach of the warranty in Section 10.2.

11 LIABILITY

- 11.1 **General Principles.** Without prejudice to the limitations of liability set forth in this Section, either party seeking compensation for damages from the other party is required to provide evidence that:
 - (a) a loss or damage has been suffered; and
 - (b) there is natural and adequate causal link between (i) the breach of obligations under the Contractual Documents, and (ii) the damage or loss suffered.
- 11.2 In case of breach, the fault of the breaching party is presumed.
- 11.3 The parties shall not have the right to discharge their financial obligations under the Contractual Documents by offsetting such obligations against any claims for damages, unless such claims have been recognized by a court constituted in accordance with the Contractual Documents.
- 11.4 **LIMITATION OF LIABILITY.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THE CONTRACTUAL DOCUMENTS EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER

AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

- 11.5 **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE CONTRACTUAL DOCUMENTS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12 ENTRY INTO FORCE, TERM AND TERMINATION

- 12.1 The applicable Contractual Documents enter into force and apply every time Customer submits an Order Form or SOW and remain applicable in case the Order Form or SOW is supplemented or modified. The applicable Contractual Documents will expire simultaneously when the provision of the Services ends as specified in the Order Form or SOW.
- 12.2 In case no expiration date is specified in the Order Form, either party may terminate the Contractual Documents upon 60 days prior written notice of termination.
- 12.3 With the exception of Order Forms and SOWs, SpotMe is allowed to amend the Contractual Documents at any time. The amended Contractual Documents enter into force on the date decided by SpotMe. If Customer does not accept the amendment, as communicated to Customer by SpotMe, Customer or SpotMe may terminate the Contractual Documents with effect on the date of entry into force of the amendment.
- 12.4 A party may terminate the Contractual Documents for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- 12.5 Upon request by Customer made within 30 days after the effective date of termination or expiration of the Contractual Documents, SpotMe will make Customer Data available to Customer for export or download at Customer's cost and as provided in the Documentation. After such 30-day period, SpotMe will have no obligation to maintain or provide any Customer Data, and will thereafter delete or destroy all copies of Customer Data in SpotMe's systems or otherwise in SpotMe's possession or control, unless legally prohibited.
- 12.6 The Sections titled "Proprietary Rights and Licenses," "Confidentiality," and any other provision of the Contractual Documents that must survive to fulfill its essential purpose will survive any termination or expiration of the Contractual Documents.

13 JURISDICTION AND GOVERNING LAW

- 13.1 The parties consent to the personal and exclusive jurisdiction:
- (a) when SpotMe SA, Avenue du Théâtre 1, 4th floor, 1005 Lausanne, Switzerland, is a party to the Agreement, of the courts of the canton of Vaud, Switzerland;
 - (b) when SpotMe Inc., 935 W Chestnut St #650, Chicago, IL 60642, USA, is a party to the Agreement, of the courts of Cook County, Illinois, USA;
 - (c) when SpotMe Pte. Ltd., registered office address: 16 Raffles Quay #33-03, Hong Leong Building, Singapore 048581; operating business address: 9 Straits View #05-07, Marina One West Tower, 018937 - Singapore, is a party to the Agreement, of the courts of Singapore.
- 13.2 The Contractual Documents are governed solely by the internal laws:

- (a) when SpotMe SA, Avenue du Théâtre 1, 4th floor, 1005 Lausanne, Switzerland, is a party to the Agreement, of Switzerland;
- (b) when SpotMe Inc., 935 W Chestnut St #650, Chicago, IL 60642, USA, is a party to the Agreement, of Illinois;
- (c) when SpotMe Pte. Ltd., registered office address: 16 Raffles Quay #33-03, Hong Leong Building, Singapore 048581; operating business address: 9 Straits View #05-07, Marina One West Tower, 018937 - Singapore, is a party to the Agreement, of Singapore.

The application of (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights and duties, (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods, or (c) other international laws, is excluded.

14 MISCELLANEOUS

- 14.1 **Insurances.** Each party will maintain, at its own expense during the term of any applicable Contractual Document, insurance appropriate to its obligations under the applicable Contractual Document, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.
- 14.2 **Notices.** Any notice under applicable Contractual Documents or related to SpotMe's services should be addressed to:
 - (a) when SpotMe SA, Avenue du Théâtre 1, 4th floor, 1005 Lausanne, Switzerland, is a party to the Agreement, Attn. General Counsel, Avenue du Théâtre 1, 4th floor, 1005 Lausanne, Switzerland;
 - (b) when SpotMe Inc., 935 W Chestnut St #650, Chicago, IL 60642, USA, is a party to the Agreement, Attn. General Counsel, 935 W Chestnut St #650, Chicago, IL 60642, USA;
 - (c) when SpotMe Pte. Ltd., registered office address: 16 Raffles Quay #33-03, Hong Leong Building, Singapore 048581; operating business address: 9 Straits View #05-07, Marina One West Tower, 018937 - Singapore, is a party to the Agreement, Attn. General Counsel, 9 Straits View #05-07, Marina One West Tower, 018937 - Singapore.

All notices related to applicable Contractual Documents will be in writing and will be effective upon (a) personal delivery, (b) the third business day after mailing, or (c), on the day of sending by email. All notices to Customer will be addressed to the relevant billing contact designated by Customer.

- 14.3 **Force majeure.** No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of the Contractual Documents to the extent caused by a Disaster, or other causes beyond the performing party's reasonable control.
- 14.4 **Anti-Corruption.** Customer agrees that Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of SpotMe employees or agents in connection with any Contractual Document. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify SpotMe.
- 14.5 **Entire Agreement.** The Contractual Documents are the entire agreement between Customer and SpotMe regarding Customer use of Services and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of any Contractual Document will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties hereby explicitly agree that the provisions of the Appendixes to this Agreement apply only in the event Customer orders the services to which the relevant Appendixes relate. For avoidance of any doubt, Customer acknowledges that the applicable terms are also specified for every line item in the Order Form.

- 14.6 **Assignment.** Neither party may assign any of its rights or obligations under any Contractual Document, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign any Contractual Document, without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, the Contractual Documents will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 14.7 **Relationship of the Parties.** The parties are independent contractors. The Contractual Documents do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.8 **Third-Party Beneficiaries.** There are no third-party beneficiaries under any Contractual Document.
- 14.9 **Waiver.** No failure or delay by either party in exercising any right under any Contractual Document will constitute a waiver of that right.
- 14.10 **Severability.** If any provision of any Contractual Document is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Contractual Documents will remain in effect.
- 14.11 **Prohibition on recruitment.** For the duration of the Agreement and for a period of 6 months thereafter, Customer (as well as its Affiliates) may not employ, negotiate employment terms for, or otherwise engage, any present or former employee or contractor (including freelancer) of SpotMe (or its Affiliates), except following negotiation and agreement between the Parties.

Signed in two original copies:

Place and date: _____

Place and date: _____

Signature

Signature

Pierre Metrailler

[Authorized Signatory's Name and Title to be indicated]

CEO

SpotMe

Customer

Appendix A:

PLATFORM TERMS OF SERVICES

1 GENERAL PRINCIPLES

- 1.1 These Platform Terms of Services govern the provision of Platform Services by SpotMe.
- 1.2 Platform Services means access to standard or customized software, content, platform, infrastructure, and storage space, that are ordered by Customer under an Order Form or provided to Customer under a free trial, and made available online by SpotMe.
- 1.3 These Platform Terms of Services are completed by the Master Terms of Services and other applicable Contractual Documents.

2 PROVISION OF PLATFORM SERVICES

- 2.1 During the Term, Customer may access and use the Platform Services and may make the Platform Services available to Administrative Users and Participant Users, on the basis of a number of subscriptions, as defined in the Order Form, and upon activation of the Platform Services for said number of subscriptions, pursuant to the Documentation. In the event a designated Engagement Instance is provided for in the Order Form, access and use of the Platform Services cannot be transferred to a different Engagement Instance.
- 2.2 Customer acknowledges that its subscriptions are not contingent on the delivery of any future functionality or features relating to the Platform Services, or dependent on any oral or written public comments made by SpotMe regarding future functionality or features relating to the Platform Services.
- 2.3 From time to time, SpotMe may make, at its sole discretion, Pilot and Beta Services available to Customer at no charge. Customer may choose to try such Pilot and Beta Services or not in its sole discretion. Pilot and Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. These Platform Terms of Services shall apply to the use of Pilot and Beta Services, with the exception of the following: (i) unless otherwise stated, any Pilot and Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Pilot and Beta Services becomes generally available without the applicable Pilot and Beta Services designation; (ii) SpotMe may discontinue Pilot and Beta Services at any time in its sole discretion and may never make them generally available ; and (iii) SpotMe will have no liability for any harm or damage arising out of or in connection with a Pilot and Beta Service.
- 2.4 Customer shall:
 - (a) Acquire and install hardware and software necessary to run the Platform Services, based on instructions provided by SpotMe.
 - (b) Use and maintain the hardware and software referred to under Section 2.4 (a) above.

3 TECHNICAL SPECIFICATIONS

- 3.1 The Platform Services will provide the functionalities listed in the Order Form and in the Documentation.

4 RESTRICTIONS ON USE

- 4.1 The use of the Platform Services shall be restricted as follows and Customer shall procure that any Participant Users who is not a Customer's employee complies with the following restrictions:
- (a) Customer shall not grant access to the Platform Services or make the Platform Services otherwise available to individuals other than Administrative Users and Participant Users.
 - (b) Customer shall not grant access to the Platform Services to a number of Administrative User and Participant Users exceeding the number of subscriptions defined in the Order Form.
 - (c) An Administrative User's or a Participant User's password shall not be shared with any other individual.
 - (d) An Administrative User's or a Participant User's identification may only be reassigned to a new individual replacing one who will no longer use the Platform Service.
 - (e) Customer shall not sell, resell, license, sublicense, distribute, make available, rent or lease any Platform Service, or include any Platform Service in a service bureau or outsourcing offering.
 - (f) Customer shall not (i) permit direct or indirect access to or use of any Platform Service in a way that circumvents a contractual usage limit, (ii) attempt to gain unauthorized access to any Service or its related systems or networks, (iii) use any of the Platform Services to access or use any of SpotMe's intellectual property except as permitted under these Platform Terms of Services, an Order Form, or the Documentation, (iv) copy a Service or any part, feature, function or user interface thereof, (v) frame or mirror any part of any Platform Service, other than framing on its own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (vi) access any Platform Service in order to build a competitive product or service, or (vii) reverse engineer any Platform Service (to the extent such restriction is permitted by law).
 - (g) Customer shall not use a Platform Service or a Platform Service component in a way which threaten the security, integrity or availability of SpotMe's services; Customer shall in particular not use a Platform Service or a Platform Service component in particular to (i) store or transmit infringing, libelous, or otherwise unlawful or tortious material, (ii) store or transmit material in violation of third-party privacy rights, (iii) store or transmit any data or material directly or indirectly connected to local, national or international politics, including but not limited to elections of any kind, supporters, caucuses, political actions, etc. (iv) store or transmit malicious code, (v) interfere with or disrupt the integrity or performance of any Platform Service or third-party data contained therein.
 - (h) Unless otherwise stated, Customer may register up to 20,000 Digital Experience Attendees registered for a single Digital Experience, and Customer will ensure that no more than 5,000 Digital Experience Attendees are using the Platform Service concurrently.
- 4.2 Customer shall notify SpotMe promptly if Customer is aware of any non-compliance with the restriction on use of the Platform Services.

5 GRANT OF LICENSE

- 5.1 During the Term, SpotMe grants Customer a nonexclusive and royalty-free license to reproduce, use and sublicense to Administrative Users and Participant Users a number of copies of the App corresponding to the number of subscriptions, as defined in the Order Form, on mobile devices, solely in connection with the Platform Services, provided Customer complies with the restrictions set forth below in Section 5.2.
- 5.2 Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the App to non-Participant Users; or (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code except as authorized by applicable law.

6 THIRD PARTY APPLICATIONS

- 6.1 The Platform Services and the App may comprise third party applications. Terms of use of third party vendors are reserved.
- 6.2 Customer acknowledges that the Platform Services or the App may contain features designed to interoperate with third party applications. To use such features, Customer may be required to obtain access to such third party applications from their vendors, and may be required to grant SpotMe access to Customer's account(s) on such third party applications. SpotMe cannot guarantee the continued availability of such Platform Service or App features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding Platform Service or App features in a manner acceptable to SpotMe.

7 FEES AND PAYMENT

- 7.1 **Fees.** In consideration of the Platform Services, Customer shall pay all fees indicated in the Order Form, it being specified that (i) fees are based on the number of subscriptions defined in the Order Form and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of subscriptions defined in the Order Form cannot be decreased during the Term. Customer acknowledges that this provision departs from Section 7.1 of the Master Terms of Services.
- 7.2 **No publication of app.** In case Customer has ordered a customized app in order to be provided with the Platform Services and the app store refuses to be publish said app, SpotMe shall refund the fees paid by Customer specifically for the development of the customized app. Such refund shall constitute Customer's sole remedy in case of non-publication of the ordered customized app.
- 7.3 **Fees in case of renewal of Services.** In case of renewal of Platform Services based on one-time priced subscriptions, SpotMe's list price in effect at the time of the renewal shall apply. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Platform Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing. Customer acknowledges that this provision departs from Section 7.1 of the Master Terms of Services.

8 SERVICE LEVELS

- 8.1 **Performance.** SpotMe shall exercise reasonable efforts to achieve an average Application Backend Server Uptime (the average application server availability across all SpotMe backend servers) better than 98% (the **Target**”).
- 8.2 **Credits.** In the event that average performance falls below the Target during any calendar month, SpotMe shall credit Customer 5% of such month's applicable service fees for each 5% below the Target; provided such credit will not exceed 15% of any month's otherwise applicable service fees. Customer cannot combine alleged claims relating to several Order Forms to meet this calculation.
- 8.3 **Sole Remedy.** The credits set forth in the preceding sentence are Customer's sole remedy for performance below the Target. Credit issued pursuant to these service levels apply to future invoices only and are forfeit upon expiration or termination of the Agreement. SpotMe is not required to issue refunds or to make payments against such credits under any circumstances, including, without limitation, termination of this Agreement.

If Customer is not current on the payment of the fees for the Platform Services at the time of the claim for credits, Customer does not qualify for such credits. In addition, if Customer has not paid the fees when due for the Platform Services three or more times in the previous twelve calendar months, Customer does not qualify for credits.

Customer shall not receive any credits in connection with any failure or deficiency of Platform Services caused by or associated with (i) scheduled maintenance and emergency maintenance and upgrades, or (ii) issues outside

SpotMe's reasonable control.

8.4 **Service Levels Modification.** The present Service Levels regulate services that might change in the future, as new technologies or evolution of existing technologies may render it impractical or meaningless. Therefore, SpotMe may revise the present Service Levels in the future.

8.5 **Service Levels for Digital Experience.**

(a) For purposes of these Service Levels, in addition to the terms defined in this Section 8, the following terms shall have the following meanings:

- **"Scheduled Maintenance Window"** is the time during which it is not required for the Services to be available to Customer, which is in accordance with the following schedule:

Period	Duration of Scheduled Maintenance	Time Period
weekly	6 hours	Saturdays 6 pm-12 midnight Central European Time

(b) **Remedies**

If a Failed Video Stream occurs, and Customer notifies SpotMe within five business days of the Failed Video Stream, then Customer will qualify for a credit equal to 3x the duration of the outage. The amount for which a credit note for future services will be issued is calculated as per the following formula:

$$\text{Credit Amount} = \frac{3x \text{ duration of outage}}{\text{total number of hours included in the purchased package}} \times \text{paid package price}$$

In any case, credits claimed for Failed Video Streams related to the same Engagement Instance shall not exceed the total number of hours assigned for the disrupted Engagement Instance. Customer shall not earn any credit if the failure otherwise qualifying Customer for a credit occurs:

- (i) Due to connection errors resulting from attendees' mistake or Customer's failure to follow best practice guidelines;
 - (ii) During Scheduled Maintenance;
 - (iii) Whenever SpotMe has the right to suspend Customer's access to Services pursuant to the Contract;
 - (iv) As the result of any occurrence, cause or event outside SpotMe's reasonable control, which includes, but is not limited to, a Force Majeure event under the Contract;
 - (v) As the result of Customer's equipment or service or any third party equipment or service not within the sole control of SpotMe; or
 - (vi) As a result of the network equipment or network conditions between SpotMe and the Customer's personal computer.
- (c) Except as specifically expressed in herein, this section of this Exhibit states Customer's sole and exclusive remedy for any failure or interruption of Services or for any failure by SpotMe to meet any Service Level target as well as for any breach or other violation of any warranty or obligation under this Exhibit.
- (d) **Operational Availability** - Customer acknowledges that it will not be able to access Virtual event Services during the Scheduled Maintenance Window on those occasions when maintenance is actually scheduled.

Appendix B:

SUPPORT AND MAINTENANCE TERMS OF SERVICES

1 GENERAL PRINCIPLES

- 1.1 These Support and Maintenance Terms of Services govern the provision of S&M Services by SpotMe.
- 1.2 S&M Services means the support and maintenance services relating to the Platform Services and aiming at providing corrections including bug fixes, workarounds as well as minor updates and upgrades, or any other solution in SpotMe's reasonable determination.
- 1.3 These Support and Maintenance Terms of Services are completed by other applicable Contractual Documents.

2 PROVISION OF SUPPORT AND MAINTENANCE SERVICES

- 2.1 During the Term, SpotMe shall use commercially reasonable efforts to provide Customer with S&M Services, according to the plan agreed upon between SpotMe and Customer, in order to promptly correct any failure of the Services. Failures that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.
- 2.2 For the sake of clarity, this support plan does not include implementation of the Services. The Support Plan is for ongoing support of the Services after the Services have been implemented.
- 2.3 S&M Services relating to third party applications supplied by SpotMe, for instance as part of the Services, are limited to the delivery of updated or upgraded versions of the third-party applications to the extent and under the conditions such versions are made available by the third party.
- 2.4 Customer acknowledges that SpotMe must be able to understand issues Customer may face in relation to the Services as well as to reproduce errors in order to resolve them. Customer agrees to describe to the best extent possible issues Customer may face in relation to the Services. Customer further agrees to cooperate and work closely with SpotMe to reproduce errors, including conducting diagnostic or troubleshooting activities, as reasonably requested and appropriate.

3 EXCLUDED SERVICES

- 3.1 S&M Services do not include in particular any of the following, unless otherwise explicitly provided for in Section 4 below:
 - (a) Assistance with backstage password resets. Administrative Users and Participant Users should click the "Reset your Password" link on the login page.
 - (b) Assistance with backstage username. Administrative Users and Participant Users should contact their organization administrator.
 - (c) Assistance in developing user-specific customizations.
 - (d) Assistance with non-SpotMe products, services or technologies, including but not limited to implementation, administration or use of third-party registration systems.

- (e) Assistance with installation or configuration of hardware, including tablets, mobile phones, computers, hard drives, networks or printers.
- (f) Content management services.
- (g) Assistance to Participant Users.
- (h) Provision of major updates and upgrades.
- (i) Adaptation of the Services (configuration/parametrization).
- (j) Implementation, migration and training services.

3.2 In the event SpotMe and Customer agree on the provision by SpotMe of any of the services listed in Section 3.1 above, these Support and Maintenance Terms will apply by reference, unless otherwise agreed in writing between the parties.

4 BACKSTAGE SUPPORT PLAN

4.1 The Backstage Support Plan will be provided to Administrative Users in accordance with this Section.

4.2 Procedure. Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description and Examples
Level 1 – Critical	Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available.
Level 2 – Urgent	Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export.
Level 3 – High	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable.
Level 4 – Medium	Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable.

4.3 Administrative Users may use the SpotMe backstage portal, and after logging in, click “Support” or engage with the Support Team by starting a chat discussion by clicking the support chat icon.

4.4 Administrative Users may alternatively call Customer Support, it being specified that for severity level 1, critical issues, Administrative Users must call Customer Support. Telephone support is available in English. Customer Support is available twenty-four hours a day, seven days a week.

For assistance with Administrative User or Participant User password resets, Administrative Users shall use the “Forgot your password?” link on the login page or contact Customer Support. For assistance with Administrative Users usernames and lockouts, Administrative Users shall contact Customer Support.

4.5 Upon non-critical case submission, Customer’s Users will be asked to provide their company name, contact information and case details, and each case will be assigned a unique case number.

4.6 SpotMe will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case:

Severity Level	Target Initial Response Time
Level 1 – Critical	Less than a minute*
Level 2 – Urgent	3 business hours*
Level 3 – High	6 business hours**
Level 4 – Medium	8 business hours**

*Severity level 1 target initial response times are within a minute, 24x7, including weekends and holidays. Severity level 1 cases must be submitted via telephone as described above. Note that the phone number for submitting severity level 1 cases will be provided via the support chat exchange in SpotMe Backstage Portal.

The support chat is manned from 08:00AM to 00:00CET from Monday to Friday with a response time target of less than 60 seconds by one of our support agents. Outside of this time window the automated bot will provide access to FAQs and our Knowledge base as well as provide the details of the emergency number for critical cases.

**Severity levels 2, 3 and 4 target initial response times include local business hours only and exclude weekends and holidays, and do not apply to cases submitted via e-mail.

The term “Local business hours” refers to Central European Time Zone.

The term “Holidays” shall be interpreted as follows:

- For clients based in Europe: UK bank holidays;
- For clients based in USA: New Year’s Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day;
- For clients based in APAC: New Year’s Day, Lunar New Year / Chinese New Year, Good Friday, Labour Day, Vesak Day / Wesak Day / Waisak Day / Buddha Purnima, Hari Raya Puasa, National Day, Hari Raya Haji, Deepavali / Diwali, Christmas Day.

4.7 **Customer Success Manager.** In addition to the above, the Contract may include access to SpotMe customer success manager to assist with SpotMe product adoption and utilization, including sharing advice and guidance related to optimizing Customer’s ongoing use of the Services. Customer is responsible for evaluating any advice or guidance received from SpotMe and for implementing any such advice and guidance.

5 FEES AND PAYMENT

Fees – Extended services. Extended services, including in particular services listed in Section 3, shall be subject to fees to be agreed upon separately in writing between SpotMe and Customer. Unless otherwise agreed upon in writing between SpotMe and Customer, these services shall be billed on a time and material basis.

Appendix C:

PROFESSIONAL SERVICES TERMS OF SERVICES

1 GENERAL PRINCIPLES

- 1.1 Services Terms of Services govern the provision of Professional Services by SpotMe.
- 1.2 Professional Services means (i) the customization of software to be performed by SpotMe, its Affiliates, or their respective permitted subcontractors under an SOW or Order Form, in order to supply the Deliverables specified in such SOW or Order Form, and (ii) human-based services not comprised in any other Contractual Document, including but not limited to implementation of services, introduction and standard training, availability of a program manager/director, an event producer/project manager, and an event coordinator/data analyst.
- 1.3 These Professional Services Terms of Services are completed by other applicable Contractual Documents.

2 PROVISION OF PROFESSIONAL SERVICES

- 2.1 SpotMe will provide to Customer the Professional Services specified in each SOW or Order Form (as applicable).
- 2.2 These Professional Services Terms of Services are limited to Professional Services and do not convey any right to use Platform Services of SpotMe, as contemplated under the Platform Terms of Services. Any use of Platform Services by the Customer will be governed by a separate agreement. Customer agrees that its purchase of Professional Services is not contingent on (i) the delivery of any future online service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order Form, or (ii) on any oral or written public comments by SpotMe regarding future online service functionality or features.

3 COOPERATION

- 3.1 Customer will cooperate reasonably and in good faith with SpotMe in its performance of Professional Services by, without limitation: (a) allocating sufficient resources and timely performing any tasks reasonably necessary to enable SpotMe to perform its obligations under each SOW or Order Form; (b) timely delivering any materials and other obligations required under each SOW or Order Form; (c) timely responding to SpotMe's inquiries related to the Professional Services; (d) assigning an internal project manager for each SOW or Order Form to serve as a primary point of contact for SpotMe; (e) actively participating in scheduled project meetings; (f) providing to SpotMe, in a timely manner and at no charge, office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, access to Customer's appropriate and knowledgeable employees and agents, and continuous administrative access to Customer's online service account, and coordination of onsite, online and telephonic meetings all as reasonably required by SpotMe; and (g) complete, accurate and timely information, data and feedback all as reasonably required.
- 3.2 Any delays in the performance of Professional Services or delivery of Deliverables caused by the Customer may result in additional applicable charges for resource time.

4 THIRD PARTY APPLICATIONS

- 4.1 The Professional Services and Deliverables may require access to, respectively comprise third party applications. Terms of use of third party vendors are reserved.
- 4.2 Customer acknowledges that the Deliverables may contain features designed to interoperate with third party

applications. To use such features, Customer may be required to obtain access to such third party applications from their vendors, and may be required to grant SpotMe access to Customer's account(s) on such third party applications. SpotMe cannot guarantee the continued availability of such Deliverable features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a third party application ceases to make the third party application available for interoperation with the corresponding Deliverable features in a manner acceptable to SpotMe.

5 DELIVERY, ACCEPTANCE AND CHANGE ORDERS

- 5.1 **Delivery of Services.** SpotMe will provide the Professional Services, including any Deliverables, in accordance with these Terms of Services and the applicable SOWs or Order Forms.
- 5.2 **Acceptance.** Upon completion of each Deliverable under an SOW or Order Form, SpotMe will, as applicable: (a) make the Deliverable available to Customer; and (b) at Customer's request, demonstrate its functionality. Customer is responsible for reviewing and testing all Deliverables in accordance with such SOW or Order Form pursuant to any acceptance criteria or test plans mutually agreed upon in writing by the parties for such Deliverable. Customer will provide SpotMe with written notification of acceptance for each Deliverable promptly upon acceptance; however, failure to reject a Deliverable, as set forth below, will be deemed acceptance.
- 5.3 **Notice.** If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not materially satisfy the agreed-upon acceptance criteria as specified in the applicable SOW or as mutually agreed upon in writing by the parties for such Deliverable, Customer must so notify SpotMe in writing within 10 business days after submission of the Deliverable, specifying the deficiencies in detail. SpotMe will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable.

Customer will again review and test the Deliverable against the agreed-upon acceptance criteria, and detail any deficiencies to SpotMe in writing within 10 business days after resubmission of the Deliverable. If a Deliverable fails to materially meet the functional requirements specified in the applicable SOW or Order Form after its second resubmission, Customer may either, as sole and exclusive remedy: (i) again reject the Deliverable and request from SpotMe further correction and resubmission in accordance with the process described above (if the Deliverable is not accepted after two resubmissions, the matter will be escalated to Customer's executive sponsor for the project associated with the SOW or Order Form and SpotMe's manager in charge of the Engagement Instance in question) or (ii) terminate the relevant SOW or Order Form immediately upon written notice and recover all Professional Services fees paid under such SOW or Order Form for such deficient Deliverable. If the parties determine that a Deliverable's functional requirements specified in a SOW or Order Form require modification (for example, due to incorrect assumptions or changed requirements), they will cooperate in good faith to execute a change order for such revised requirements.

- 5.4 **No Effect on Warranty Remedies.** Acceptance of Professional Services, including a Deliverable, will not affect Customer's rights or remedies under Section 8.
- 5.5 **Change Orders.** Changes to a SOW or Order Form will require a written change order signed by the parties prior to implementation of the changes. Such changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

6 FEES AND PAYMENT

- 6.1 **Fees.** Customer will pay SpotMe for the Professional Services at the rates specified in the applicable SOW or Order Form. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in either of these documents. Any amount set forth in time-and-materials terms is solely a good-faith estimate for Customer's budgeting and SpotMe's resource-scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, SpotMe will continue to provide Professional Services under the same rates and terms. SpotMe will periodically update Customer on the status of the Professional Services and the fees accrued under SOWs or Order Forms. Customer acknowledges

that this provision departs from Section 8.1 of the Master Terms of Services.

- 6.2 **Invoicing and Payment.** Charges for time-and-materials engagements will be invoiced monthly in arrears unless otherwise expressly stated in the applicable SOW or Order Form. Charges for fixed fee engagements will be invoiced in advance in the manner as provided in SOW or Order Form, as applicable, unless otherwise expressly stated therein. Invoiced amounts will be due and payable net 30 days from the invoice date. Customer is responsible for providing SpotMe with Customer's complete and accurate billing and contact information and notifying SpotMe of any changes to such information. Customer acknowledges that this provision departs from Section 8.4 of the Master Terms of Services.
- 6.3 **Payment in case of change of date or termination.** Upon any change of date of the Engagement Instance or termination of an SOW or Order Form, Customer will pay (i) if the written termination notice is received by SpotMe 30 days or more before the delivery date set forth in the applicable SOW or Order Form, 50% of the fees or estimate set out in the applicable SOW or Order Form, or (ii) if the written termination notice is received by SpotMe less than 30 days before the delivery date set forth in the applicable SOW or Order Form, 100% of the fees or estimate set out in the applicable SOW or Order Form. In the event Customer terminates a SOW or Order Form *for cause* and Customer has pre-paid any fees for Professional Services not yet received, SpotMe will refund such pre-paid fees. In the event SpotMe terminates a SOW or Order Form *for cause*, any pre-paid fees for Professional Services charged on a fixed-fee basis are non-refundable, unless expressly stated otherwise in an SOW or Order Form.

7 PROPRIETARY RIGHTS AND LICENSES

- 7.1 **Customer's Intellectual Property.** Customer does not grant any rights to SpotMe in or to Customer's intellectual property, except such licenses as may be required for SpotMe to perform its obligations hereunder.
- 7.2 **License for Contract Property.** Upon Customer's payment of fees due under an applicable SOW or Order Form, SpotMe grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy, maintain, use and run (as applicable), solely for Customer's internal business purposes associated with Customer's use of SpotMe's online and offline services, the Contract Property.

8 REPRESENTATIONS AND WARRANTIES

- 8.1 SpotMe represents and warrants that the Professional Services will be performed in a professional and workmanlike manner. SpotMe further represents and warrants that the Deliverables, as of delivery and during a period of one year, will perform materially as described in the technical specifications set out in the SOW or Order Form. SpotMe does however not warrant that the Deliverables will perform without error or that they will run without immaterial interruption. SpotMe provides no warranty regarding, and will have no responsibility for, any claim arising out of the use of the Deliverables in combination with non-SpotMe's online or offline products or services.
- 8.2 Customer represents and warrants that it will use the Deliverables in a way which complies with the Contractual Documents and applicable laws.
- 8.3 In the event of a breach of the warranty in Section 8.1, SpotMe, at its own expense, shall promptly re-perform the Professional Services in question. The preceding sentence, in conjunction with Customer's right to terminate this Agreement for breach where applicable, states Customer's sole remedy and SpotMe's entire liability for breach of the warranty in Section 8.1.
- 8.4 In the event of a breach of the warranty in Section 8.2, SpotMe may immediately suspend the applicable license. However, SpotMe will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

Appendix D:

RENTAL TERMS OF SERVICES

1 GENERAL PRINCIPLES

- 1.1 These Rental Terms of Services govern the provision of Rental Services by SpotMe.
- 1.2 Rental Services means in particular the rental by SpotMe, as the lessor, to Customer, as the lessee, of the Equipment and any relating delivery and pick-up services, as described in the applicable SOW or Order Form.
- 1.3 These Rental Terms of Services are completed by the other applicable Contractual Documents.

2 PROVISION OF RENTAL SERVICES

- 2.1 **Rental.** During the Term, SpotMe shall provide Customer with the Rental Services specified in each SOW or Order Form (as applicable). Customer acknowledges that the Equipment rented by SpotMe is either SpotMe's own property or a third party's property made available to SpotMe. In the event a designated Engagement Instance is provided for in the SOW or Order Form, access to and use of the Rental Services cannot be transferred to a different Engagement Instance.
- 2.2 **Support and Maintenance.** During the Term, the Equipment shall be maintained by SpotMe including Equipment adjustments, replacement and repair, if the Equipment is defective. SpotMe will use commercially reasonable efforts to keep all Equipment operating during the Term.

Customer shall not have the right to any abatement of rental during any period of breakdown or nonuse of the Equipment, unless SpotMe is unable to repair or replace defective Equipment.

- 2.3 **Exclusion.** The Provision of Rental Services by SpotMe does not convey any right to use online services of SpotMe. Any use of online services by Customer shall be governed by a separate agreement.
- 2.4 **Property.** During the Term, the Equipment never becomes the property of Customer. The Equipment may not be seized, sold, lend or transferred to a third party, with the exception of the right of Customer to make the Equipment available to Participant Users.
- 2.5 **Software supplied by Customer.** Customer may request the installation on the Equipment of software which is either owned by or properly licensed to Customer. SpotMe may but shall in no event be obliged to accept such installation (see also section 6.2)

3 OBLIGATIONS OF CUSTOMER

- 3.1 **Verification, acceptance and notice.** Upon delivery of the Equipment, Customer shall verify that the Equipment is not defective. Any defect of the Equipment must be notified by Customer to SpotMe within 24 hours upon delivery of the Equipment. SpotMe shall use commercially reasonable efforts to correct such deficiencies and resubmit the Equipment to Customer as soon as practicable. In the absence of notification within 24 hours upon delivery of the Equipment, the Equipment shall be deemed as non-defective.
- 3.2 **Use with care.** During the Term, Customer shall use the Equipment with care in accordance with any instructions provided by SpotMe.
- 3.3 **Lawful use.** Customer shall not use the Equipment for illegal purposes and, in particular, in a way which threaten the security, integrity or availability of SpotMe's services or any other third party's products, services or

infrastructures. Customer shall not use the Equipment to (i) access, store or transmit infringing, libelous, or otherwise unlawful or tortious material, (ii) access, store or transmit material in violation of third-party privacy rights, (iii) access, store or transmit malicious code, (iv) interfere with or disrupt the integrity or performance of any service or third-party data contained therein.

- 3.4 **Data backup.** Customer is solely responsible for all data, of whatever nature, stored on the Equipment during the Term. Customer shall in particular be responsible for performing data backups of all data, of whatever nature, stored on the Equipment during the Term. Customer acknowledges that, upon pick-up of the Equipment, SpotMe may reset the Equipment and all data stored on the Equipment will be definitely deleted.
- 3.5 **Return of Equipment.** At the end of these Rental Terms of Services, Customer shall return all Equipment in perfect working conditions to SpotMe according to instructions provided by SpotMe. Any delay in returning some or all of the Equipment will be charged by SpotMe at the daily rental rate provided for in the SOW or Order Form.
- 3.6 **Insurance.** Customer shall maintain, at its own expense, during the Term, an insurance policy appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, and worker's compensation insurance as required by applicable law.

4 RENT AND PAYMENT

- 4.1 **Rent.** Customer shall pay the rent for the provision of Rental Services to SpotMe, at the rates specified in the applicable SOW or Order Form, or if no rate is specified at SpotMe's standard rates in effect at the time the Agreement is executed. The rent shall be due on or prior to the start date of the Agreement.
- 4.2 **Delivery fees.** The fees for the delivery of the Equipment, if any, will be charged to Customer by SpotMe, according to the terms in the SOW or the Order Form.
- 4.3 **Incidental Expenses.** Customer shall reimburse SpotMe for reasonable travel and out-of-pocket expenses incurred in connection with Rental Services. If an estimate of incidental expenses is provided in the applicable SOW or Order Form, SpotMe shall not exceed such estimate without Customer's written consent.
- 4.4 **Payment in case of change of date or termination.** Upon any change of date of the Engagement Instance or termination of an SOW or Order Form, Customer will pay (i) if the written termination notice is received by SpotMe 30 days or more before the agreed delivery date of the Equipment, 50% of the rent set out in the applicable SOW or Order Form, or (ii) if the written termination notice is received by SpotMe less than 30 days before the agreed delivery date of the Equipment, 100% of the rent set out in the applicable SOW or Order Form. In the event Customer terminates a SOW or Order Form for cause and Customer has pre-paid any rent for Equipment not yet received, SpotMe will refund such pre-paid rent. In the event SpotMe terminates a SOW or Order Form for cause, any pre-paid rent for Equipment is non-refundable, unless expressly stated otherwise in an SOW or Order Form.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 **Rental Services.** SpotMe represents and warrants that the Rental Services will be performed in a professional and workmanlike manner.
- 5.2 **Performance of the Equipment.** Customer acknowledges and agrees that SpotMe is not the manufacturer of the Equipment nor the agent of such manufacturer. Therefore, SpotMe does not warrant that the Equipment will perform without error or that it will run without interruption. SPOTME MAKES NO WARRANTY REGARDING THE EQUIPMENT, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 5.3 **Use of Equipment.** Customer represents and warrants that it will use the Equipment in a way which complies with these Rental Terms of Services and applicable laws.
- 5.4 **Software supplied by Customer.** Customer represents and warrants that all software supplied by Customer in

order to be installed on the Equipment is either owned by or properly licensed to Customer. SpotMe does not warrant that software supplied by Customer will be compatible with or suitable for the Equipment and that such software will perform without error or that it will run without interruption.

6 INDEMNITY

- 6.1 **DAMAGES TO PERSONS OR PROPERTY.** CUSTOMER HEREBY WAIVES AND RELEASES ALL CLAIMS AGAINST SPOTME FOR DAMAGE TO PERSONS OR PROPERTY (INCLUDING BUT NOT LIMITED TO ANY ELECTRICAL SHOCK) IN ANY WAY RELATING TO THE EQUIPMENT OR ITS USE BY CUSTOMER (INCLUDING BUT NOT LIMITED TO DROP OF EQUIPMENT), AND AGREES TO DEFEND, INDEMNIFY AND HOLD SPOTME HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COST OR EXPENSES RESULTING FROM THE USE OF THE EQUIPMENT OR FROM ANY BREAKDOWN OF EQUIPMENT OR OTHER FAILURES OF EQUIPMENT.
- 6.2 **SOFTWARE SUPPLIED BY CUSTOMER.** CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD SPOTME HARMLESS FROM ANY AND ALL DAMAGES THAT MAY ARISE FROM THE INSTALLATION ON THE EQUIPMENT OF SOFTWARE SUPPLIED BY CUSTOMER.

7 LIABILITY

- 7.1 **Missing or damaged Equipment.** Missing Equipment or Equipment damaged beyond repair (including manuals and components) shall be charged by SpotMe to Customer at the full retail value or any other charge as contemplated in the SOW or Order Form.
- 7.2 **Cancellation fee.** In case of cancellation of the event more than 30 days before the starting date of the event, the cancellation fee shall be the sum of all down payments due at the deemed date of cancellation. Cancellation of the event within 30 (thirty) days before the starting date of the event requires full payment of the rent and all fees that are due.
- 7.3 **STORED OR SHARED DATA BY CUSTOMER.** SPOTME SHALL HAVE NO LIABILITY IN RELATION TO DATA, OF WHATEVER NATURE, STORED ON THE EQUIPMENT DURING THE TERM. IDENTICALLY, SPOTME SHALL HAVE NO LIABILITY IN RELATION TO ANY DATA OR CONTENT THAT IS SHARED THROUGH THE MEANS OF THE EQUIPMENT, EITHER VOLUNTARILY OR INVOLUNTARILY.