

## SYNAMEDIA MASTER SUBSCRIPTION SERVICES AGREEMENT

This Synamedia Master Subscription Services Agreement (the "Agreement") by and between Synamedia Vividtec Holdings, Inc., a corporation having a place of business at 1715 North Brown Road, Building B, Suite 200, Lawrenceville, Georgia, 30043 ("Synamedia") and customer ("Customer") identified in an Order or as written below.

The terms of this Agreement together with the applicable Order shall apply to and govern all purchases by Customer of the Subscription Service. In the event of a conflict, the terms of this Agreement shall prevail. This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Except as set forth herein, the terms of this Agreement may only be modified by a written document executed by the parties hereto.

**1.0 DEFINITIONS.** All capitalized terms not defined herein shall have the meaning ascribed in Section 12 (Glossary of Terms).

**2.0 SCOPE.** Customer may purchase Subscription Services under the terms of this Agreement. Each Subscription Service is described in an attachment, online on the Synamedia/Quortex' website or an Order. Synamedia may offer additional professional support services which shall be governed by the terms of a separate statement of work executed by the Parties. Affiliates of Customer are authorized to purchase the Subscription Service subject to the terms of this Agreement and Customer hereby agrees to be responsible for the acts or omissions of Affiliate, including the obligation to make payment.

**3.0 ORDERS.** Customer may purchase the Subscription Service by either (i) submitting a purchase order and executing an Order or other similar documentation Customer and Synamedia may agree upon in writing; (ii) electronically clicking an "Accept" button; or (iii) using any Subscription Service. By clicking "Accept" or using any Subscription Service the Customer (including any Authorized User) affirms that it has read and accepts this Agreement. Synamedia will create an account based on the information provided in the Order.

### 4.0 USAGE RIGHTS.

4.1 Subject to Customer's compliance with Section 5 of this Agreement, Synamedia grants Customer, its Authorized Users and its Affiliates a limited worldwide, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Subscription Service and documentation for the Customer's business in accordance with the terms of this Agreement and the applicable Order, for the Subscription Period.

4.2 Access and use of the Subscription Service by Customer, its Authorized Users and its Affiliates will be Customer's sole responsibility. Customer is responsible to assess the suitability of each Subscription Service for Customer's intended use and Customer acknowledges that the Subscription Service meet the Customer's requirements by its use of such service.

4.3 Synamedia reserves the right to monitor the use of the Subscription Service by Customer, Authorized Users and Affiliates to ensure compliance with the terms of this Agreement.

### 5.0 PRICE AND PAYMENT TERMS.

5.1 **Fees.** Synamedia will charge Customer and Affiliate all Fees described in an Order or as specified on the Synamedia/Quortex' website.

5.2 **Payment.** Synamedia will issue invoices to Customer for Fees due and payable on an annual and/or monthly basis as set forth in the Order, and Customer and/or Affiliate will pay each invoice within thirty (30) days of the invoice date. All Fees will be payable in accordance with the Order. Unless Synamedia and Customer agree otherwise in an Order, all Fees, expenses, costs and payments will be stated and made in United States Dollar. If for any reason Synamedia cannot collect or process Customer's payment due to Customer's failure to provide Synamedia with accurate billing or other necessary information, Customer agrees to pay Synamedia's costs of collection,

including all reasonable attorneys' fees and expenses. Synamedia may charge interest on overdue Fees at the lesser of 1.5% per month or the maximum rate permitted by law if Synamedia does not receive Customer's overdue payment within ten (10) business days from the date of Synamedia's written notice to Customer about the overdue payment.

5.3 **Taxes.** All Fees are exclusive of any customs or other duty, tax and similar levies imposed by any authority on Customer's purchase of the Subscription Service and Customer shall pay or reimburse Synamedia for all such levies and taxes that Synamedia is required by law or regulation to collect on the Subscription Service. If Customer is required to pay or withhold any taxes in respect of any Fees Customer shall gross up payments actually made, such that Synamedia shall receive sums due hereunder in full and free of any deduction for any such taxes.

### 6.0 TERM AND TERMINATION.

6.1 **Term of Agreement.** This Agreement commences on the earlier of: (i) the Order Effective Date (or Customer's initial Order in the case of multiple Orders under this Agreement); or (ii) the date the Customer accepts the terms of the Agreement on the Synamedia/Quortex' website and shall continue until the Agreement is terminated in accordance with the termination provisions herein. The Customer may stop using the Subscription Services and terminate this Agreement upon thirty (30) day prior written notice to Synamedia and such termination shall be effective on the first day of the calendar month following the thirty (30) day notice period; provided, however, Customer is still obligated to pay the Fees or the Minimum Monthly Subscription Fee, where applicable, for the remainder of the Subscription Services term. Any early termination by Customer of any Subscription Service shall not excuse Customer's compliance with any Subscription Service obligations and/or commitments agreed to by the parties in an Order or a Synamedia quote and Customer shall continue to be bound by such terms.

6.2 **Subscription Commit Term.** A Subscription Commit Term shall commence on the Subscription Commencement Date specified in the relevant Order and continue for either the Subscription Commit Term specified therein, or, in the absence of such a commitment period, on a month-to-month basis. Customer's Subscription Service will be automatically renewed pursuant to the same Subscription Services terms of the expiring Order unless either party provides the other party with at least one (1) calendar month written notice of its intention not to renew the Subscription Service. For example, notice sent on or before March 31 will terminate the Subscription Service as of May 1. Fees for any such renewal shall be the then-current Subscription Fee at the end of the Subscription Term. Where the Subscription Service is not renewed pursuant to the same terms, Synamedia's standard non-discounted subscription fees as set forth on the Synamedia/Quortex' website shall apply.

### 6.3 Suspension and Termination.

**a. Suspension of the Subscription Service.** Synamedia may suspend, revoke or limit Customer's or its Authorized User's access to, or use of, the Subscription Service if Synamedia determines there is a material breach of Customer's obligations, a security breach or violation of law. If the cause of the suspension can reasonably be remedied, Synamedia will provide notice of the actions Customer must take to reinstate the Subscription Service. If Customer fails to take such actions within a reasonable time, Synamedia may terminate the Subscription Service. Failure to pay is a material breach. Upon any such termination for cause by Synamedia, Customer will remain obligated to pay all amounts accrued or payable to Synamedia prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.

**b. Termination for Cause by Either Party.** This Agreement may at any time be terminated immediately by either party by providing the other party with written notice under any of the following conditions (i) Immediately if either party ceases to carry on business as a going concern, either party becomes the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to a substantial part of its assets; or (ii) If either party breaches any of the material provisions of this Agreement and fails to remedy such breach within thirty (30) days,

after written notification by the other party of such breach. Upon any such termination for cause by Customer, Synamedia shall refund Customer prepaid Fees (if any) for the remainder period of the Subscription Term. Upon any such termination for cause by Synamedia, Customer will remain obligated to pay all amounts accrued or payable to Synamedia prior to the effective date of termination and all Fees payable for any remainder period in a Subscription Term.

**c. Effect of Termination.** Effective immediately upon the termination of this Agreement, (a) the Subscription Service will no longer be available to Customer and Synamedia will permanently erase all Customer Content and data stored on the Subscription Service enabling infrastructure, and (b) all Synamedia Confidential Information, including all copies thereof, must be returned to Synamedia or permanently destroyed and upon Synamedia's written request, Customer agrees to certify in writing that Customer is no longer in possession of any Synamedia's Confidential Information.

**7.0 WARRANTY.** Synamedia warrants during the term of the relevant Subscription Service that it provides the Subscription Service using commercially reasonable care and skill in accordance with industry standards. Synamedia does not warrant uninterrupted or error-free operation of a Subscription Service or that Synamedia will correct all defects or prevent third party disruptions or unauthorized third-party access. *These warranties are the exclusive warranties from Synamedia and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.* Synamedia warranties will not apply if there has been misuse, modification, damage not caused by Synamedia, failure to comply with instructions provided by Synamedia, or if otherwise stated in an Attachment or Order.

#### **8.0 LIMITATION OF LIABILITY.**

8.1 Synamedia's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid under the Order (if recurring charges, up to 12 months' charges apply) for each Subscription Service that is the subject of the claim, regardless of the basis of the claim. *Synamedia will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. These limitations apply collectively to Synamedia, its Affiliates, contractors, subcontractors, and suppliers.*

8.2 The following amounts are not subject to the above cap: (i) damages that cannot be limited under applicable law; (ii) claims of personal injury (including death), and (iii) damage to tangible personal property caused by the gross negligence or willful misconduct of a party.

8.3 If a third party asserts a claim against Customer that a Synamedia Subscription Service acquired under the Agreement infringes a patent or copyright, Synamedia will defend Customer against that claim and pay amounts finally awarded by a court against Customer or included in a settlement approved by Synamedia, provided that Customer promptly (i) notifies Synamedia in writing of the claim, (ii) supplies information requested by Synamedia, and (iii) allows Synamedia to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts. Synamedia has no responsibility for claims based on non-Synamedia products and services or any combination thereof, items not provided by Synamedia, modification of the Subscription Service by someone other than Synamedia; any violation of law or third-party rights caused by Customer's Content, materials, designs, or specifications.

**9.0 NOTICES.** Except where this Agreement provides that notices may be provided by posting on Synamedia.com, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; or (b) three (3) days after having been sent by registered or certified mail. All communications will be sent to the addresses set forth herein.

**10.0 CONFIDENTIAL INFORMATION.** The use and exchange of Confidential Information shall be in accordance with the nondisclosure

agreement in effect between the parties. If no such agreement exists, the terms of the Synamedia Mutual Non-Disclosure Agreement located on <https://www.synamedia.com/policy-centre/> shall govern.

#### **11.0 GENERAL.**

**11.1 No Third-Party Beneficiaries.** This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement.

**11.2 Choice of Law.** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of New York, and the State and federal courts of New York shall have sole and exclusive jurisdiction over any claim arising hereunder. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**11.3 No Waiver.** No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of such right or any other right under this Agreement.

**11.4 Assignment.** Neither this Agreement nor any rights under this Agreement, other than the right to receive monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Synamedia which shall not be unreasonably withheld. Synamedia shall have the right to assign to an Affiliate or a successor in interest.

**11.5 Severability.** In the event that any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

**11.6 No Agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or activation of this Agreement. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

**11.7 Customer Content.** Synamedia Subscription Service, products and services are intended for lawful use only. Notwithstanding any term or condition set forth in this Agreement, Customer is solely responsible for ensuring Customer has appropriate licenses and authority for any copyrighted content utilized by Customer. Customer is and shall be solely responsible for all content, including but not limited to, the creation, renewal, updating, deletion, editorial content, control and all other aspects of any files, software, scripts, multimedia images, graphics, audio, video, text, data or other objects, including any third party content or materials, originating or transmitted from any location owned or operated by Customer, and/or uploaded or routed to, passed through and/or stored on or within the Subscription Service, or otherwise provided to Synamedia in any medium or transmitted or routed using the Subscription Service ("**Customer Content**"). Customer owns all right, title, and interest in the Customer Content, or possesses or shall possess all legally valid rights in the Customer Content necessary for the uses of the Customer Content contemplated herein. Customer shall not transmit or route to Synamedia or the Subscription Service, or otherwise direct via the Subscription Service, any Customer Content that infringes any copyright, trade secret, or other intellectual property right, or otherwise violates any laws or regulations relating to content or content distribution. Customer shall be responsible for utilizing the Subscription Service in accordance with the terms of this Agreement. If Customer has actual knowledge that any Customer Content infringes the intellectual property or other rights of a third party or violates any applicable laws or regulations, Customer shall immediately remove such Customer Content from Customer's origin server. During the term of this Agreement, Customer grants to Synamedia a limited, non-exclusive, royalty-free license to use the Customer Content solely for all reasonable and necessary purposes contemplated herein and for Synamedia to perform the Subscription Service as contemplated hereunder.

**11.8 Customer Data.** Customer has or shall have on or prior to the deployment date of the Subscription Service all rights to Customer subscriber data to the extent necessary for Synamedia to lawfully

provide the Subscription Service for use by Customer and its Subscribers.

**11.9 Acceptable Use Policy.** Synamedia does not monitor Customer's Content or use of the Subscription Service. Customer will comply with Synamedia's Acceptable Use Policy ("AUP") located on <https://www.synamedia.com/policy-centre/>. Synamedia may investigate any complaints and violations or suspected violations of this Agreement regarding the Customer Content or violations of the AUP that comes to Synamedia's attention. If Synamedia reasonably determines there is a breach of this Agreement regarding the Customer Content or a violation of the AUP, Synamedia may take action without liability to remedy the violation (e.g., remove violating Customer Content, or restricting, suspending, or terminating Customer's access to the Subscription Service). Customer will indemnify, defend and hold harmless Synamedia, affiliates, vendors and third parties from any and all third-party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Customer's Content and Customer's violation of the AUP.

**11.10 Equipment.** Customer shall purchase and provide the equipment necessary for Synamedia to provide the Subscription Service and all Synamedia services in connection with the Subscription Service. For all equipment that is used as part of the Subscription Service, Customer will, at all times, retain title to the equipment. With respect to software subscription services prior to Customer's use of the software subscription services, Customer must have a license server installed, operational and capable of communicating with Synamedia's back-office systems. Synamedia shall have no liability for Customer's failure to comply with this provision.

**11.11 Audit.** Customer shall keep full, true, and accurate records and accounts, in accordance with generally accepted accounting principles, of each Subscription Service purchased and deployed, resold, or distributed.

**11.12 Force Majeure.** Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry-wide shortage of supplies where such supplies are necessary for the performance of Subscription Service under this Agreement, actions of governmental entities, riots, war, fire, epidemics, or other circumstances beyond its reasonable control. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

**11.13 Changes.** Synamedia may modify the Subscription Service without degradation to the security or functionality of the Subscription Service upon thirty (30) days prior written notice to Customer either: (i) by email with a link to the modified Agreement displayed on the Synamedia/Quortex' website or in a PDF file or similar compatible format, or (ii) as a pop-up display on the device screen when the Subscription Services is launched, making the Subscription Services use subject to the Customer's acceptance of the modified Agreement. Any modification or amendment of the Agreement will become effective after the expiration of the thirty (30)-day notice period. Using the Subscription Services after notification shall imply unreserved acceptance of the said changes by the Customer. Synamedia may cease providing a Subscription Service upon twelve (12) months prior written notice or as set forth in the Order and will work with the Customer to migrate to another Synamedia Subscription Service.

**11.14 Compliance with Laws.** Customer shall obtain all licenses, permits and approvals required by any government applicable to the purchase of Subscription Service, and shall comply with all applicable laws, rules, policies and procedures including requirements applicable to the purchase and use of the Subscription Service under laws and regulations, of any government or other competent authority, including without limitation the U.S. Foreign Corrupt Practices Act (collectively "Applicable Laws"). Customer will indemnify and hold harmless Synamedia for any claim arising from or relating to a violation or alleged violation of any applicable laws.

**11.15 Intellectual Property Rights.** In connection with Customer's use of a Subscription Service, Synamedia may provide Customer with software, scripts, customizations to templates, code extending the functionality of third-party applications licensed to Synamedia, documentation, and other data that Synamedia has developed or may

develop at its own expense before and during the term of this Agreement (the "Synamedia Proprietary Material"). The Synamedia Proprietary Material is the property of Synamedia and its third-party licensors, and accordingly, Customer may not use the Synamedia Proprietary Material other than in connection with the access and use of the Subscription Service in strict accordance with the terms and conditions of this Agreement. This Agreement does not convey to Customer any ownership right or license to use, sell, exploit, copy or further develop Synamedia's Confidential Information, Synamedia Proprietary Material or other intellectual property ("Synamedia Intellectual Property"), including patents, copyrights, trademarks, trade names and trade secrets, and nothing herein will be deemed or interpreted to grant any license to, or transfer any ownership of, any Synamedia Intellectual Property rights to Customer, whether by implication, estoppel, or otherwise, including as may arise out of or in connection with providing the Subscription Service to Customer, except as expressly stated in Section 4.0.

**11.16 Support Services.** Support for the Subscription Services is further detailed on the Synamedia/Quortex' website and may be subject to a separate fee.

## 12.0 GLOSSARY OF TERMS

**12.1 "Affiliate"** means as an entity owned by Customer (but only to the extent, and for so long as): (a) at least 50.1% of the voting equity in such entity is owned, directly or indirectly, by Customer.

**12.2 "Authorized Users"** means collectively, those individuals or entities who are authorized by Customer to access and use the Subscription Service on behalf of Customer.

**12.3 "Confidential Information"** means information that is proprietary or confidential to a party and is either clearly labelled as such or a reasonable person would know it to be confidential and proprietary in nature.

**12.4 "Content"** means all artwork, videos, digital media, metadata, logos, branding elements and other media assets used or provided by Customer for use with the Subscription Service.

**12.5 "Effective Date"** means the date of (i) execution by Customer of a relevant order form; or (ii) an Order being placed.

**12.6 "Fees"** means the fee and expenses set forth in any Order or otherwise agreed to in writing, to be paid by Customer pursuant to this Agreement.

**12.7 "Minimum Month Subscription Fee"** means the minimum amount of Fees due and payable by Customer on a monthly basis.

**12.8 "Order"** means a Synamedia order form provided by Synamedia to Customer specifying the Subscription Service.

**12.9 "Subscription Commencement Date"** means the date the Subscription Service begins, either upon the issuance of a Customer purchase order or the date set forth in the Order.

**12.10 "Subscription Commit Term"** means the non-cancellable period set out in the Order during which Customer commits to purchase and make payment relative to the applicable Subscription Service.

**12.11 "Subscription Service"** means either: (i) the cloud-based subscription service offerings and technical support, where applicable; and/or (ii) software subscription services as specified in an Order.

**12.12 "Subscription Term"** means the period set out in the Order by which Customer is authorized to use the Subscription Service.