



Master Subscription Agreement

We have updated our Master Subscription Agreement. This Master Subscription Agreement is effective as of November 3rd, 2022. For the previous version of our Master Subscription Agreement, please click [here](#).

The purpose of this Master Subscription Agreement (the "MSA" or the "Agreement") is to establish the terms and conditions under which anyone ("you" or the "Customer") subscribing for or otherwise using the Services shall be bound.

THIS MSA CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES AND LIABILITIES THAT ARE APPLICABLE TO THE SERVICES. ACCORDINGLY, YOU SHOULD READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THE TERMS OF THIS MSA, YOU AGREE TO THE TERMS HEREOF. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER. IF YOU DO NOT ACCEPT THESE TERMS, THEN DO NOT USE THE WEBSITE OR ANY OF ITS CONTENT OR SERVICES.

In the event of any inconsistency or conflict between the terms of the MSA and (i) the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control and (ii) a specific agreement signed by you with the Company with the same purpose as herein, the terms of such agreement shall prevail.

1. DEFINITIONS

"Administrator(s)" or **"Admin(s)"** means any person authorized by you to access the administration panel of the platform under the Services provided that such person agrees to be bound by the terms and conditions of this MSA.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with a Party hereto. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Company" means Kit United, a French *société par actions simplifiée* having its registered office located 5, rue des Italiens in Paris (75009), France, incorporated under number 753 391 713 R.C.S Paris.

"Credentials" means both email and associated password of Users created either directly through the Services or available through single sign-on functionality where relevant.

"Data" means personal identification electronic data or information input or submitted by you or Users to the Services, except Publications.

"End-User(s)" means a single individual whose Data is stored in the Services.

"GDPR" (the General Data Protection Regulation): means Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data

and on the free movement of such data, and repealing Directive 95/46/EC, and its European and national implementing laws.

"Group Administrator(s)" or **"Group Admin(s)"** means any Admin who is authorized to access the administration panel of the platform under the Services to engage with and manage a subset group of the End-Users.

"Internet" means the worldwide system of interconnected computer networks, which is located in any region of the world.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and any other harmful or malicious code, files, scripts, agents programs or software.

"Order Form(s)" means the ordering document(s) for placing an order with the Company for Services.

"Party" means the Company or the Customer when referred to individually and **"Parties"** when referred to collectively.

"Publications" means any content or information published in the Services by the Users, and visible to Users.

"Services" means the Company providing the Customer with the right to create, access and use a community platform for the benefit of the Users, with a range of different and personalisable functionalities, on a software as a service basis, for internal business purposes.

"Software" means the software provided by the Company (either by download or through the Internet) that allows Users to use any functionality in connection with the Services.

"Statement of Work" means the description of activities performed by the Company in completing the Services, as specified in the Order Form and as may be amended from time to time.

"Subscription" means subscription by the Customer to the Services for the duration stated in the Order Form ; a Subscription shall begin on the Subscription Start Date and end on the Subscription End Date as set forth in the applicable Order Form.

"Subscription End Date" means the date when the Subscription is supposed to end or renew as stated in the Order Form.

"Subscription Fee" means the payment to be made for the Services according to the terms and conditions stated in the Order Form.

"Subscription Start Date" means the date when the Subscription starts as stated in the Order Form.

"Subscription Term" means the period of time between the Subscription Start Date and the Subscription End Date.

"Taxes" means all taxes, charges, fees, levies, duties, imposts or other similar assessments or liabilities, including without limitation income tax, corporation tax, worker's social security contributions, income tax withholdings, capital gains, value added taxes, and customs duties and excise duties, and any interest, fines or penalties resulting from, attributable to or incurred in connection with any tax or any contest or dispute thereof.

"UK GDPR" means Regulation (EU) 2016/679 as it forms part of the laws of the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection.

"User(s)" means End-Users, Administrators and Group Administrators.

2. APPLICABILITY AND DURATION

This MSA is valid for the duration of the Subscription Term, except for the Surviving Provisions set out in Section 14.5 that shall remain in full force after the Subscription End Date.

3. RIGHTS GRANTED UNDER THE SERVICES

3.1. Rights Granted. Upon the Company's acceptance of your Order Form, you have the non-exclusive, non-assignable, worldwide limited right to use the Services subject and according to the terms and conditions set forth in the applicable Order Form, this MSA and any other agreements referenced in the applicable Order Form.

The Company shall provide you with the ability to create an Administrator login and associated password, and you shall only permit Users access through a browser interface or dedicated mobile app with Users Credentials. You may establish such User accounts as you deem necessary subject to the terms of this MSA and applicable Order Form. You will require each Users to keep passwords used to access the Services confidential and not authorize any third party to access or use the Services on their behalf.

You acknowledge that the Company has no delivery obligation and will not ship copies of the Software to you as part of the Services. You agree that you do not acquire any license to use the Services specified in the Order Form in excess of the scope or duration set forth in the Order Form. Upon the end or termination of your Subscription, or the Order Form, your right to access or use the Services specified in the Order Form shall terminate.

3.2. Add-ons to the Subscription. Additional Users or add-on features to the Services may be purchased during an unexpired Subscription Term at the price set forth in the relevant Order Form, prorated for the remainder of the Subscription Term in effect at the time the add-ons are purchased. Such add-ons shall terminate on the Subscription End Date.

3.3. Restrictions. You shall not (a) make the Services available to anyone other than Users nor allow the Services to be used in excess of the limitations set forth in an Order Form or this MSA unless you pay any additional fees required to be paid in relation to such use; (b) give access to the Services to a competitor of the Company; (c) directly or indirectly sell, resell, rent, sublicense or lease the Services except that the Customer may sublicense the Software to allow its Users access to the Services; (d) interfere with or disrupt the integrity or performance of the Services or third-party services or data contained therein; (e) copy, modify or make derivative works of the Software; (f) reverse engineer, disassemble or reverse compile the Software; or (g) access or use the Services in order to: (i) design, develop, build, market or support a competitive product or service; (ii) design, develop, build, market or support a product using similar ideas, features, functions or graphics of the Services; or (iii) copy any ideas, features, functions or graphics of the Services. You may not access the Services if you are a Company competitor. In addition, you may not access the Services for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4. Use of the Services. You agree not to use or permit to use the Software and Services, including uploading, emailing, posting, publishing or otherwise transmitting any material, by anyone, including all Users, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property; (b) involve the publication of any material that is false, defamatory, harassing or obscene; (c) violate privacy rights or promote bigotry, racism, hatred or harm; (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights; (e) harvest or collect e-mail addresses or other contact information of third parties by any means for the purposes of sending unsolicited e-mails or other unsolicited communications; (f) use automated scripts to collect information from or otherwise interact with the Services; (g) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or that violates of third party privacy rights; (h) use the Services to send or store material containing Malicious Code; or (i) otherwise violate applicable laws, ordinances or regulations. You

agree to take commercially reasonable efforts to ensure that the Users comply with the terms of this MSA, including this Section 3.4. In addition to any other rights afforded to the Company under the Order Form or this MSA, the Company reserves the right to remove or disable access to any Publications that violates the foregoing restrictions. The Company shall have no liability in the event the Company takes such action.

3.5. Access and Maintenance. The Company shall (i) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for planned downtime for maintenance of more than 15 minutes (for which the Company shall give reasonable notice via the Services or via email) and which the Company shall schedule, to the extent practicable, during non-peak usage hours; and (ii) provide the Services only in accordance with applicable laws and government regulations. The Services support the latest two (2) major versions of the supported web browsers as set forth in the Company's online support center.

3.6. Usage Limitations. In addition to the limitations on the number of Users and specific add-on features, the Services may be subject to additional limitations, such as, limits on disk storage space or on the number of calls you are permitted to make against the Company's application programming interface ("API") as should be agreed in the applicable Order Form.

3.7. Professional Services. The Company will provide you implementation services which include training regarding use of the Services and data migration support services ("Implementation Services") as set forth in an Order Form. The Company warrants that the Implementation Services will be provided in a professional manner in accordance with applicable industry standards.

4. DATA PROTECTION

4.1 Data. You hereby grant to the Company, and any third party the Company has contracted with to provide storage and processing services, a non-exclusive, non-transferable license to store, process and use any Publications, your Data and your Users' Data solely for the purpose of providing the Services and generating Analytical Data as defined in Section 4.2 below. You shall be responsible for (a) obtaining consent from the Users as necessary to store, process and use Users' Data in compliance with this MSA; (b) the consent, accuracy, quality and legality of your and the Users' Data and Publications and of the means by which you or they acquired such Data and Publications; (c) providing the Company reasonable assistance as the Company may request in order to assist you on integration of your Data and Users Data into the Service, and (d) ensure that the Users shall comply with applicable laws and government regulations in particular GDPR and UK GDPR.

To the extent applicable, the Parties agree that the Customer shall be the data controller and the Company shall be deemed to be the data processor in regards to Users Data as those terms are understood under the applicable data protection laws. In such cases, the Parties agree to comply with the terms of the Data Processing Agreement (DPA) as available online at <https://hivebrite.com/legal/dpa> and as may be amended from time to time. The DPA, where applicable, is hereby incorporated by reference herein into the terms of this MSA.

4.2 Analytical Data. The Company may generate and/or develop information and data resulting from the manipulation or analysis of Publications, your Data or your Users' Data based upon its operation and provision of the Services, along with any associated databases, external data, calculations and other processes or tools used by the Company (collectively, the "Analytical Data"). Nothing herein shall be construed as prohibiting the Company from using Analytical Data for the Company's business purposes.

5. NON-COMPANY PROVIDERS

5.1. Use of Non-Company Applications, Products and Services. Now or in the future, the Services may enable you to use applications, products or services from third parties ("Third-Party Services"). Such Third-Party Services shall be deemed to be incorporated within the Services for the purposes of this MSA, and shall be incorporated into the license grant set forth herein, except to the extent either (i) expressly provided to the contrary in this MSA or an

Order Form, or (ii) a User is required to enter into separate agreement relating to such Third-Party Services. If you enable non-Company applications, products or services ("Non-Company Services") for use with the Services, you acknowledge and agree that the Services may allow the providers of those Non-Company Services to access or use your Data. The Company is not responsible for any use by you of such Third-Party Services or Non-Company Services, or the disclosure, modification or deletion of your Data resulting from any such access or use. Any access to or exchange of content or Data between you and any Third-Parties Services or Non-Company Services, is solely between you and them and you bear all risks associated with such access and use. The Company does not provide any warranties for such Third-Parties Services or Non-Company Services. Subject to Section 5.2, the purchase of Non-Company Services is not required to use the Services, except a supported computing device, operating system, web browser and Internet connection.

5.2. Integration with Non-Company Services. The Services may contain features designed to interoperate with Non-Company applications. To use such features, you may be required to obtain access to such non-Company applications from their providers. If the provider of any such Non-Company application ceases to make the non-Company application available for interoperation with the corresponding Services features on reasonable terms, the Company may cease providing such Services without entitling you to any refund, credit, or other compensation.

6. FEES AND PAYMENT

6.1. Fees. The Company shall invoice you in advance for any functionalities you purchase in connection with the Services. All fees are invoiced at the time an applicable Order Form is signed by you or, in case of changes to the initial authorized number of Users or specific add-on features agreed by you and the Company without signature of an Order Form, at the time such changes are made, it being understood that in such case, your acceptance of such changes will be confirmed by your payment of the invoice. You shall pay all amounts within the timeline specified in the Order Form without setoff, counterclaim or deduction, except for amounts disputed in good faith. All payment obligations due under the applicable Order Form are non-cancelable and the fees paid are non-refundable. Services are subsequently invoiced on the anniversary date of the Start Subscription Date and the fees are subject to an increase that shall not exceed 5% per annum of the amount paid over the prior year. Fees do not include Apple and/or Google fees for your accounts on the App Store and/or Google Play. If you use online payment features, the Company will charge transaction fees in addition to payment gateway fees for all payments made via the Company Services. These fees are in addition to the Subscription Fees.

All payments made under this MSA shall be in the currency specified in the applicable Order Form. You are responsible for providing complete and accurate billing and contact information to the Company and notifying the Company of any changes to such information in the forms of Section 14.1 below. Except for fees owed for exceeding the authorized number of Users, (i) fees are not based on actual usage of the Services or the actual number of Users accessing the Services, and (ii) quantities purchased cannot be decreased during the relevant Subscription Term.

6.2. Professional Services Fees. Fees for onboarding Services will be paid in advance and payment for training and professional services are payable within the timeline specified in the Order Form, in all cases unless it is stated otherwise in an Order Form. You shall reimburse the Company for reasonable food, lodging, travel, and incidental expenses incurred by the Company's employees in conjunction with any on-site services ordered by you. If such services are performed at the Company's premises, such expenses incurred by your employees shall be borne by you.

6.3. Overdue Charges. If any fees are not received from you by the due date, then at the Company's discretion, such fees 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, from the date such payment was due until the date paid.

6.4. Suspension of Services and Acceleration. If any amount own by you to the Company is more than thirty (30)

days overdue, the Company may, without limiting or waiving the Company's other rights and remedies, accelerate your unpaid fee obligations so that all such obligations become immediately due and payable, and suspend the Services until such amounts are paid in full. The Company will give you at least seven (7) days' prior notice that your account is overdue, in accordance with Section 13.2, before suspending your access to the Services. Further, you agree to a prepaid by you will be required to restart any such suspended Services. In addition to the foregoing, you agree the Company shall be entitled to recover all reasonable costs of collection (including agency fees, attorneys' fees, expenses and costs) incurred in attempting to collect payment from you.

6.5. Payment Disputes. The Company shall not exercise the Company's rights under Section 6.3 or 6.4 if you are disputing, reasonably and in good faith, the applicable charges and are cooperating diligently to resolve the dispute. The Company must be notified of such dispute within fifteen (15) days of Customer's receipt of the invoice.

6.6. Taxes. Unless otherwise stated in this MSA, the Company's fees do not include any Taxes. You are responsible for paying all Taxes associated with your purchases hereunder. If the Company has the legal obligation to pay or collect Taxes for which you are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by you, unless you provide the Company with a valid tax exemption certificate authorized by the competent taxing authority. For avoidance of doubt, the Company is solely responsible for Taxes based on the Company's income, property and employees.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. Reservation of Rights in the Software. Subject to the rights and remedies expressly granted hereunder, the Company reserves all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

7.2. Your Applications and Code. If you, a third party acting on your behalf, or a User creates applications or program code using the Software, you authorize the Company to host, copy, transmit, display and adapt such applications and program code, solely as necessary for the Company to provide the Software.

7.3. Your Data. Subject to the limited rights granted by you hereunder, the Company acquires no right, title or interest from you or your Users in or to your or your Users' Data, including any intellectual property rights therein. You shall acquire all rights necessary to allow use of your Data, User's Data and Publications in the Software. You agree the Company is not responsible or liable to anyone for your or your Users' Publications, content or messages channeled, transmitted, published or downloaded through the Services.

7.4. Ideas and Suggestions. Any ideas, know-how, techniques, developments and Software which may be developed by the Company at any time, including any enhancements or modifications made to the Software or any intellectual property developed by the Company upon your or a Users' request, shall be the exclusive property of the Company. The Company provides professional services and solutions to other customers that are similar to the professional services the Company may provide to you. Nothing in this Agreement is intended or should be interpreted to prevent or inhibit the Company from continuing or commencing to provide such services or solutions. The Company shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by you or Users relating in any way to the development, use or operation of the Services.

8. CONFIDENTIALITY

You and the Company agree the Parties may have access to information that is disclosed by either Party to the other Party that is labeled or identified as confidential or proprietary when disclosed, or that, under the circumstances, should reasonably be treated as confidential, including, without limitation, information (tangible or intangible) regarding a Party's technology, designs, technique, research, know-how, specifications, product plans,

pricing, customer information, user data, current or future strategic information, current or future business plans, policies or practices, employee information and other business and technical information (“Confidential Information”). Notwithstanding the foregoing, information will not be regarded as Confidential Information if (i) it is in the public domain not because of the negligence of the other Party, (ii) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party or it was available through other sources without breach of this confidentiality undertaking or (iii) it has been lawfully disclosed to the other Party by a third party without restriction on the disclosure.

The receiving Party will protect the confidentiality of the disclosing Party’s Confidential Information in the same manner that it protects the confidentiality of its own similar information, but in no event using less than a reasonable standard of care. The Parties agree to hold each other’s Confidential Information in confidence for a period of five (5) years from the date of termination of the relevant Order Form and/or MSA except for the source code of the Software and your and Users’ Data that shall always remain Confidential Information.

The Parties undertake to consider as strictly confidential the Confidential Information and not to disclose, sell or transfer to any third party, any documents or information which is Confidential Information unless made:

- with the prior consent of the other Party; or
- as required by the applicable mandatory laws or regulations or by an alleged violation of these agreements by any other Party.

Upon written request, each Party shall return all copies of the documents and materials containing Confidential Information of the other Party upon termination of the MSA or the Order Form.

9. WARRANTIES AND DISCLAIMERS

9.1. Company Warranties. Subject to the other provisions of this Section 9, the Company warrants during the Subscription Term that the Services shall substantially be compliant with the functionality as described in its applicable published documentation as set forth in the Company’s online support center. If the Services provided to you for any given month during the Subscription Term did not perform as warranted, you must provide written notice to the Company as specified herein within fifteen (15) days from the date the breach occurred. As your sole and exclusive remedy for any breach of the foregoing, Company will either, in its sole discretion, (i) use commercially reasonable efforts to remedy the nonconformity within a commercially reasonable period of time or (ii) terminate the applicable Order Form and refund the prepaid fees set forth herein for the unexpired remaining unused Subscription Term. The Company’s warranties set forth above shall not apply to any nonconformities with the warranty resulting from your or your Users’ acts or omissions or noncompliance with this Agreement or the documentation of the Services or resulting from any hardware, Software, data, materials or other products or services not developed or provided by the Company.

9.2. Your Warranties. You warrant to the Company that you have validly entered into this Agreement and have the legal power to do so. You represent to the Company and agree that your purchases under the applicable Order Form and hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by the Company regarding future functionality or features. You also represent to the Company and agree you have received all necessary information enabling you to assess the adequacy of the Services to fulfill your requirements. You also warrant to the Company that you have obtained or will obtain, as appropriate, any consents from Users or data subjects as necessary for your use of the Services, including, without limitation, (i) parental or guardian consent for Users under the age of 16, and (ii) consent for the Customer’s and Company’s collection, use, and disclosure of Users’ Data subject to the limitations set forth in this MSA, and (iii) the Company’s tracking, recordation, processing and use of your Data and Users’ Data and other information relating to Users’ use of the Services.

9.3. Disclaimer. THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" BASIS AND, TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THE COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT THE COMPANY WILL CORRECT ALL SERVICES' ERRORS. YOU ACKNOWLEDGE THAT THE COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, DATA BREACHES AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES AND THE COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9.4. Non-GA Services. From time to time the Company may invite you to try, at no charge, the Company products or services that are not generally available to the Company's customers ("**Non-GA Services**"). You may accept or decline any such trial at your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, MVP, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. NON-GA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. The Company may discontinue Non-GA Services at any time at the Company's sole discretion and may decide to never make them generally available based on results of the beta test.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Company. The Company shall defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that your use of the Services, as permitted hereunder, directly infringes the patent rights of a third party (a "**Claim Against You**"), and shall indemnify you for any damages, reasonable attorney fees and costs finally awarded against you, as a result of, and for amounts paid by you under a court-approved settlement of, a Claim Against You; provided that you (a) promptly give the Company written notice of the Claim Against You; (b) give the Company sole control of the defense and settlement of the Claim Against You (provided that the Company may not settle any Claim Against You unless the settlement unconditionally releases you of all liability); and (c) provide to the Company all reasonable assistance, at the Company's expense. In the event of a Claim Against You, or if the Company reasonably believes the Services may infringe or misappropriate, the Company may in the Company's discretion and at no cost to you (i) modify the Software so that it no longer infringes or ceases to be a misappropriation, (ii) obtain a license for your continued use of the Services in accordance with this Agreement, or (iii) terminate your Subscription to the Services upon thirty (30) days' written notice and refund to you any prepaid fees covering the remainder of the Subscription Term after the effective Subscription End Date. The Company shall have no liability hereunder with respect to any Claim Against You based upon (a) the combination of the Services with other products not furnished by the Company; (b) any addition to or modification to the Services by any person or entity other than the Company; (c) information or requirements or directives furnished by you; or (d) use of the Services in a manner inconsistent with or not otherwise contemplated by this Agreement.

10.2. Indemnification by You. You shall defend the Company against any claim, demand, suit or proceeding made or brought against the Company by a third party alleging that your Data, or your use of the Services in breach of this Agreement, directly infringes the Intellectual Property Rights of a third party or violates any applicable law (a "**Claim Against Company** "), and shall indemnify the Company for any damages, reasonable attorney fees and costs finally awarded against the Company, as a result of, or for any amounts paid by the Company under a court-approved settlement of, a Claim Against Company; provided that the Company (a) promptly gives you written notice of the Claim Against Company; (b) gives you sole control of the defense and settlement of the Claim Against

Company (provided that you may not settle any Claim Against Company unless the settlement unconditionally releases the Company of all liability); and (c) provides to you all reasonable assistance, at your expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying Party's sole liability to, and the indemnified Party's exclusive remedy against, the other Party for any patent rights infringement claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO (i) A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS AS SET FORTH HEREIN, OR (ii) SUBSCRIBER'S PAYMENT OBLIGATIONS, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY UNDER THE ORDER FORM THAT GAVE RISE TO THE CLAIM HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO A CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST THE COMPANY SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

11.2. Exclusion of Consequential and Related Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS MSA OR ANY APPLICABLE ORDER FORM), LOSS OF GOODWILL, OR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES, DATA OR DATA USE, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Subscription. Services provided under this MSA shall be provided for the period defined in the applicable Order Form unless earlier terminated by the Company. The term of the Subscription to use the Services and any renewal(s) periods are collectively defined as the "Subscription Term." This MSA commences on the date your Order Form is accepted by the Company and continues until all Subscription Terms have expired or been terminated. Except as otherwise specified in the applicable Order Form, all Subscriptions shall automatically renew for additional one-year periods, unless a Party gives the other notice of non-renewal at least ninety (90) days before the end of the relevant Subscription term.

12.2. Termination for Cause. A Party may terminate this Agreement for cause (i) upon 60 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.

12.3. Payment upon Termination. If you terminate this Agreement as specified in Section 12.2, Company shall refund you any prepaid fees covering the remainder of the Subscription term after the effective Subscription End Date. If the Company terminates this Agreement as specified in Section 12.2, you will pay any unpaid fees covering the remainder of the Subscription Term for Services, plus applicable Taxes and expenses. In no event termination shall relieve you from your obligation to pay any fees payable to Company for the Services during the Subscription Term.

12.4. Return of Your Data. Upon written request by you made within ninety (90) days after the effective Subscription End Date, the Company will make available to you for download a file of your Data in comma separated value (.csv) format or excel spreadsheet (.xls) format. After a ninety (90) day period, the Company shall

have no obligation to maintain or provide any of your Data and shall thereafter, unless legally prohibited, delete all of your Data in the Company systems or otherwise in the Company's possession or under the Company's control.

12.5. Surviving Provisions. Section 1 (Definitions), 4.2 (Analytical Data), 6 (Fees and Payment), 7 (Intellectual Property Rights), 8 (Confidentiality), 9 (Warranties and Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.3 (Payment upon Termination), 12.4 (Return of Your Data), 13 (Governing Law and Jurisdiction) and 14 (Miscellaneous) shall survive any termination or expiration of this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1. Governing Law. This MSA and all Order Forms, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this MSA or any Order Form, or the negotiation, execution or performance of this MSA or any Order Form (including any claim or cause of action based upon or arising out of or relating to any representation or warranty made in or in connection with this MSA or any Order Form or as an inducement to enter into this MSA or any Order Form), shall be governed by, and enforced in accordance with (i) laws of Delaware and state and federal courts sitting in the State of Delaware if the Customer resides in the US (ii) laws of Singapore and state courts if the Customer resides in APAC countries and (iii) laws of France and courts sitting in Paris if the Customer resides in other countries. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this MSA or any Order Form. The Uniform Computer Information Transactions Act as enacted shall not apply.

13.2 Period for legal action. Either Party must initiate a cause of action for any claim(s) arising out of or relating to this MSA or an Order Form and all related subject matters within twenty-four (24) months from the date when the Party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s) unless applicable law provides for a shorter time period for legal action that shall then be imperative.

14. MISCELLANEOUS

14.1. Notices. All notices to and communications with the Company shall be in writing and validly made by first class mail or pre-paid post addressed to the Company at <https://hivebrite.com/about-us> with a confirmation email sent to legal@hivebrite.com. The Company may give you notice by means of a general notice on the Company portal for Services, by email at the contact address specified in your Order Form, and notices specific to you by written communication sent by first class mail or pre-paid post addressed to the contact address set forth in the Order Form. Billing-related notices to you shall be addressed to the relevant billing contact designated by you. All other notices to You shall be addressed to the relevant Services system administrator designated by you. Any change in address or representative for purposes hereof shall be notified by the concerned Party to the other Party as provided above.

Notices and other communications delivered via courier shall be deemed to be received as of their date of delivery, as evidenced by the delivery receipt. Notices and other communications sent by registered mail, return receipt requested, shall be deemed to be received as of their date of first presentation to the addressee. Notices and other communications sent by email shall be deemed to be received as of the date thereof, provided that they be confirmed by same day registered letter, return receipt requested or courier on expedited basis for notices sent across international boundaries.

14.2. Anti-Corruption. You warrant to the Company that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the Company's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you become aware of any violation of the above restriction, you will use reasonable efforts to promptly notify the Company.

14.3. Relationship of the Parties. You agree that the Company is an independent contractor and the Company

agree this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. You understand that the Company's business partners, including any third-party firms retained by you to provide services, are independent of the Company and are not the Company's agents. The Company is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as the Company subcontractor on an engagement ordered under this MSA or Order Form.

14.4. Force Majeure. Neither Party shall be responsible for failure or delay of performance if caused by: an act of war, riot, civil commotion, fire, labor strike, hacker attack, denial of service attack, epidemic, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated Party. The Parties both will use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than thirty (30) days, either of us may cancel unperformed Services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services.

14.5. No Third-Party Beneficiaries. Nothing in this MSA or any Order Form shall create or be deemed to create any third-party beneficiary rights in any person or entity not a Party to this MSA or an Order Form, including End-Users.

14.6. Waiver. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right.

14.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this MSA or Order Form shall remain in effect.

14.8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

14.9. Entire Agreement. This MSA, including all exhibits and addenda hereto and all Order Forms, and the DPA and Statement of Works constitute the entire agreement between the Parties.

14.10 Amendment. No modification, amendment, or waiver of any provision of this Agreement or any Order Form shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted. In case of amendment, the new Agreement will supersede prior versions. However, to the extent of any conflict or inconsistency between the provisions in this MSA and or any Order Form, the terms of the Order Form shall prevail.

14.11. Publicity. Either Party may promote the existence and general nature of the relationship established by this MSA through mutually agreed upon press releases and other marketing collateral. You consent to the Company's right to use your name and logo on the Company's website and in marketing activities and press releases.