

JUNO Live Inc.
Platform Agreement
v9, April 18, 2022

This Platform Agreement (the “Agreement”) is a legally binding agreement between the customer identified in the attached order form or addendum (“Hosting Organization”) and JUNO Live Inc. (hereinafter “JUNO”) with regard to the JUNO media platform or such other services that may be designated by JUNO from time to time (the “Services”). For the purposes of this Agreement, the term Services includes all software contained in the Services.

1. Platform Services.

1.1 *JUNO Platform Services.* JUNO will provide to Hosting Organization the specific services (the “Services”) identified on the applicable Addendum or order form, subject to the terms and conditions set forth herein and in the applicable Addendum or order form. JUNO will provide support for the Services in accordance with the terms of the JUNO Support Services Agreement and SLA attached hereto as an Exhibit, which may be amended by JUNO from time to time and which is incorporated herein by reference. Any additional or unique Services to be provided by JUNO to Hosting Organization (including without limitation any professional services) will be specified in a separate Addendum signed by the Parties.

1.2 *Addenda.* The Parties will execute one or more "Addenda" (each an "Addendum") which identify the particular Services to be provided by JUNO, applicable pricing, timelines, dependencies and specific terms applicable to that particular Addendum. Addenda will be effective only when duly signed by JUNO and Hosting Organization. Any modifications or changes to the Services under any executed Addendum will be effective only if and when memorialized in a mutually agreed written amendment signed by both Parties.

2. License Grant and Restrictions.

2.1 *License Grant.* Subject to the terms and conditions of this Agreement and subject to the payment of all applicable Fees set forth in the applicable Addendum or order form, JUNO hereby grants to Hosting Organization a non-exclusive, non-transferable (except as set forth herein), limited, worldwide right and license to access and use the Services during the Term.

2.2 *Users.* The foregoing license is restricted to use by Hosting Organization and its Users and does not include the right to use the Services on behalf of any third party. “User” means an individual employee, contractor, agent, IT service supplier or event attendee authorized by Hosting Organization to access the Services, and who has been given a unique login and password information necessary to access and use the Services (“Access Code”). User accounts cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer use the Services. Each User must have a unique email address. Other restrictions to the use of the Services may be set forth in the applicable Addendum or order form. As part of the Service, Hosting Organization is provided access to a User administration interface that allows Hosting Organization to manage its Users. Hosting Organization acknowledges that it is responsible for the creation of its User accounts and for managing the Access Codes. Hosting Organization is responsible for procuring and maintaining the technical environment and internet and other connections required to access the Services. Hosting Organization is further responsible for all activities conducted under its User logins and for its Users’ compliance with this Agreement, and with all applicable laws and regulations

2.3 *License Restrictions.* Unauthorized use, resale or commercial exploitation of the Services in any way is expressly prohibited. Without JUNO’s express prior written consent in each instance, Hosting Organization shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Services or the underlying software, or access the Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Services. Hosting Organization will not modify or make derivative works of the Services. Except as expressly permitted in this Agreement, Hosting Organization will not copy, rent, license, sublicense, sell, transfer, make available, lease, time-share, distribute, or assign this license, the Services to any third-party. Hosting Organization will be liable for any breach of this Agreement by any of its Users. In addition to JUNO’s other remedies hereunder, JUNO reserves the right upon notice to Hosting Organization to terminate any User’s right to access the Service if such User has violated any of the restrictions contained in this Agreement. Hosting Organization will ensure that it has the full right and authority to utilize any Hosting Organization content distributed using the JUNO Services.

3. Fees and Expenses.

3.1 *Fees.* Subject to the terms and conditions of this Agreement and the applicable Addendum or order form, including the provisions of this Section 3, Hosting Organization shall pay the fees set forth in the applicable Addendum or order form (“Fees”). Except for Fees for professional Services, if any, all fees are non-cancellable and non-refundable.

JUNO reserves the right to change the rates, applicable charges and usage policies and to introduce new charges by providing Hosting Organization at least sixty (60) days' prior written notice (by email) of the change, but any such modifications will not apply until the start of the next Renewal Term, unless Hosting Organization orders any new or additional Services.

3.2 *Responsibility for Costs.* Except as may be specifically identified in a signed Addendum, JUNO is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by JUNO, all fees, fines, licenses, bonds, or taxes required of or imposed against JUNO, and any of JUNO's costs of doing business.

3.3 *Taxes.* Fees are exclusive of taxes. Hosting Organization is responsible for the payment of all sales, use and similar taxes arising from or relating to the Services rendered hereunder, except for taxes related to JUNO's net income and any taxes or obligations imposed upon JUNO under federal, state and local wage laws.

3.4 *Invoices.* JUNO will invoice Hosting Organization for all Fees in electronic format. Each invoice must: (a) identify the Addendum to which it relates; (b) list each Fee item separately; (c) include sufficient detail for each line item to enable Hosting Organization to verify the calculation thereof; and (d) include such other information as may be required by Hosting Organization as set forth in the applicable Addendum. If Hosting Organization pays by credit card, JUNO reserves the right to verify credit card or debit card payments. If Hosting Organization pays by credit card, Hosting Organization hereby authorizes JUNO to charge such credit card for all Services and any other items listed in the applicable Addendum or order form, for the duration of the Term. Hosting Organization is responsible for promptly updating any changes to its credit card or other payment information.

3.5 *Payment Terms.* Unless provided otherwise in an Addendum or order form:

3.5.1 Hosting Organization will pay all properly invoiced amounts payable and due hereunder within thirty (30) days after Hosting Organization's receipt of JUNO's proper invoice therefor, except that Hosting Organization may withhold from any payment any charge or amount disputed in good faith by Hosting Organization pending resolution of such dispute within a reasonable timeframe to the Parties.

3.5.2 All payments hereunder must be in US dollars. Payments shall be made to the address or account specified by JUNO in writing from time to time, provided that JUNO gives Hosting Organization at least thirty (30) days' prior notice of any account, address or other change in payment instructions.

4. **the Hosting Organization's Data.**

4.1 *Ownership of Data.* Hosting Organization's data ("**the Hosting Organization's Data,**") includes any: (a) Hosting Organization's data collected, used, processed, stored, or generated as the result of the Services; (b) personally identifiable information ("PII") collected, used, processed, stored, or generated as the result of the Services. the Hosting Organization's Data is and will remain the sole and exclusive property of Hosting Organization and all right, title, and interest in the same is reserved by Hosting Organization. This Section 4.1 survives termination or expiration of this Agreement.

4.2 *Responsibility for the Hosting Organization's Data.* Hosting Organization is solely responsible for the Hosting Organization's Data, including the accuracy, integrity or quality of the Hosting Organization's Data, and the means by which Hosting Organization acquires and uses the Hosting Organization's Data. Hosting Organization is responsible for the security of the Hosting Organization's Data when transmitted to and from the Services. Neither Hosting Organization nor its Users may use the Services to knowingly: (a) send, upload or otherwise transmit any the Hosting Organization's Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any the Hosting Organization's Data that infringes any trademark, trade secret, copyright or other proprietary or Intellectual Property Rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Services or networks connected to the Services; or (e) violate any applicable law or regulation. Unless the relevant Addendum or order form expressly states that Hosting Organization is purchasing the Services for use with protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented, known as "HIPAA") or payment card information, Hosting Organization acknowledges and agrees that it will not access or store any protected health information (as defined in HIPAA) or any payment card information or other financial information protected under the Gramm-Leach-Bliley Act within the Services. "**Intellectual Property Rights**" means any and all rights associated with or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, applicable trade knowledge and other confidential information; and (e) all other such identified intellectual property rights, in each case whether registered or unregistered and including all applications

for, and extensions or renewals of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

4.3 *JUNO's Use of the Hosting Organization's Data.* JUNO is provided a limited license to the Hosting Organization's Data for the sole purpose of providing the Services to Hosting Organization, including a license to collect, process, store, generate, and display the Hosting Organization's Data only to the extent necessary in the provision of the Services. JUNO must: (a) treat the Hosting Organization's Data as Confidential Information pursuant to this Agreement; (b) use and disclose the Hosting Organization's Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement and any applicable Addendum; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available the Hosting Organization's Data for JUNO's own purposes or for the benefit of anyone other than Hosting Organization without prior written consent by Hosting Organization. This Section 4.3 survives termination or expiration of this Agreement.

4.4 *Backup of the Hosting Organization's Data.* JUNO will perform best efforts to maintain a backup of the Hosting Organization's Data and provide for a timely recovery of such data.

5. Term and Termination.

5.1 *Term.* The initial term of this Agreement will begin as of the Effective Date and will continue unless terminated as provided in this Agreement (the "**Initial Term**"). Upon expiration, the Initial Term and each Renewal Term (as defined below) shall automatically renew for additional periods equal in length to the expiring term (each a "**Renewal Term**"), unless terminated by either Party in writing at least thirty (30) days prior to expiration. The Initial Term and each Renewal Term are collectively referred to as the "**Term**".

5.2 *Termination for Convenience.* Each Party may terminate this Agreement at any time, by giving the other Party sixty (60) days written notice to terminate, provided no Addendum or order form is then in effect.

5.3 *Termination.* Each Party may terminate this Agreement or any Addendum or order form:

5.3.1 if the other Party breaches a material term of this Agreement or such Addendum or order form and that breach is not remedied within sixty (60) days after written notice from the non-breaching Party.

5.3.2 immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within ninety (90) days of filing. Termination of an Addendum or order form will not terminate this Agreement. Termination of this Agreement will however terminate all outstanding Addenda and order forms. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Addendum and order form.

5.4 *Effect of Termination.* Immediately upon any termination or expiration of this Agreement or any applicable Addendum or order form, JUNO will no longer provide the applicable Services and Hosting Organization will stop using the Services. Hosting Organization will pay JUNO for all fees that had accrued prior to the termination date, including any fees for the remainder of the applicable term of the Addendum or order form. Upon termination of this Agreement, each Party will promptly return or destroy all Confidential Information of the other Party in its possession. Within thirty (30) days following termination, Hosting Organization may retrieve the Hosting Organization's Data in accordance with established and reasonable system access procedures. After such period, JUNO will have no further obligation to store and/or make available the Hosting Organization's Data and may delete the same. All terms which by their nature should survive termination of this Agreement shall survive such termination. JUNO reserves the right to suspend or limit access to the Services, if Hosting Organization breaches the terms of this Agreement, including non-payment of any fees. JUNO is not responsible for any liability or damage suffered by Hosting Organization as a result of any suspension or termination in accordance with this Agreement.

6. Intellectual Property.

6.1 *Ownership of JUNO's Intellectual Property.* Hosting Organization acknowledges and agrees that as between JUNO and Hosting Organization, all right, title and interest in and to the Services and the underlying Software and all enhancements, modifications and derivatives thereof (including any and all Intellectual Property Rights embodied therein or associated therewith) are and shall remain with JUNO and JUNO's licensors, and JUNO in no way conveys any right or interest in the Services or the underlying Software other than a limited license to use, as set forth in this Agreement. JUNO also retains ownership of all right, title and interest in and to all know-how related to the Services. All rights to the Services not expressly granted to Hosting Organization under this Agreement are reserved by JUNO. "**Software**" means JUNO's Digital Media Platform System software application or applications and any third party integration or other software, and all new versions, improvements, updates, revisions and modifications of the foregoing, that JUNO provides designated type of access to and use of as part of the Services.

6.2 *Ownership of JUNO Data.* JUNO retains ownership of all right, title and interest in and to all JUNO Data. During the Term, JUNO grants Hosting Organization a limited, non-exclusive, non-transferable, royalty-free right to use,

display, transmit, and distribute the JUNO Data solely in connection with Hosting Organization's permitted use of the Services. "**JUNO Data**" means any information, data, technology and materials other than the Services (or the Software contained in the Services) that JUNO makes available in connection with the Services, including any Documentation, sample code, software libraries and other related technology and materials. "**Documentation**" means all available and applicable documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

6.3 *Feedback.* From time to time Hosting Organization may provide to JUNO comments, suggested improvements, and other feedback about the use, operation, functionality, and features of the Services (collectively, the "**Feedback**"). Hosting Organization agrees that JUNO has the right to use the Feedback at JUNO's sole discretion, including incorporating all or some of the Feedback into its Services, all without notice to, payment to, or consent from Hosting Organization. This right is an unlimited, perpetual, fully paid-up, worldwide, non-exclusive, fully transferable, fully sublicensable, and irrevocable right to execute, reproduce, distribute, perform, display, modify, create derivative works of, make, have made, use, import, sell, offer to sell, and otherwise transfer the Feedback and to practice or have practiced any process or method involved in any use thereof.

7. Confidentiality.

7.1 *Meaning of Confidential Information.* The term "**Confidential Information**" means all information and documentation of a Party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such Party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing Party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing Party. The term "Confidential Information" shall not include any information or documentation that was or is: (a) already in the possession of the receiving Party without an obligation of confidentiality; (b) developed independently by the receiving Party, as demonstrated by the receiving Party, without violating the disclosing Party's proprietary rights; (c) obtained from a source other than the disclosing Party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving Party).

7.2 *Obligation of Confidentiality.* The Parties agree to hold all Confidential Information in strict confidence and to not reproduce, copy, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a Party who are deemed needed to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. The Parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

7.3 *Remedies for Breach of Obligation of Confidentiality.* Each Party acknowledges that breach of its responsibility of confidentiality may result in irreparable injury to the other Party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a Party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing actions, in addition to any other legal remedies which may be available.

7.4 *Return of Confidential Information upon Termination.* Upon termination or expiration of this Agreement or an Addendum, in whole or in part, each Party must, within ten (10) calendar days from the date of termination, return to the other Party any and all Confidential Information received from the other Party, or created or received by a Party on behalf of the other Party, which are in such Party's possession, control, or custody; provided, however, that JUNO must return the Hosting Organization's Data to Hosting Organization within a period of 60 days from termination, except if and to the extent required otherwise pursuant to applicable law. If JUNO or Hosting Organization determine that the return of any non-the Hosting Organization's Data Confidential Information is not feasible, such Party must destroy the non-the Hosting Organization's Data Confidential Information and confirm the same in writing within five (5) calendar days from the date of termination to the other Party.

8. Security.

8.1 *Protection of Hosting Organization's Confidential Information.* Throughout the Term and at all times in connection with its performance of the Services hereunder, JUNO will:

8.1.1 maintain and enforce a program for information security including safety, physical and technical security policies and procedures with respect to its Processing of Hosting Organization's Confidential Information consistent with applicable best industry practices and standards. As used in this Agreement, "**Process(ing)**" means to perform any operation or support on any data, information, material, work, expression or other content, including to (a) collect, receive, manage, upload, download, record, reproduce, log, organize, combine, log, store, cross-reference, input, maintain, copy, adapt, disseminate, translate or make other improvements or derivative works, (b) process, retrieve, transfer, consult, use, submit, transmit, alter, post, disclose or otherwise provide or make available, or (c) block, remove or destroy. In addition, "**Processing**" and "**Processed**" have correlative meanings.;

8.1.2 provide technical and organizational safeguards against accidental, unauthorized or unlawful access to or use, destruction, alteration, loss, disclosure, transfer, commingling or Processing of such information that ensure a level of security appropriate to the risks presented by the Processing of Hosting Organization's Confidential Information and the nature of such Confidential Information, consistent with best industry standards and practices.

8.1.3 take all reasonable measures to:

8.1.3.1 secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against any who may seek, without authorization, to disrupt, damage, modify, access or otherwise use JUNO Systems or the information found therein. "JUNO Systems" means the information technology infrastructure and architecture, including the computers, software, databases, electronic systems (including database and content management systems) and networks, of JUNO, its contractors or any of its designees;

8.1.3.2 prevent (a) Hosting Organization and its Users from having access to the data of other customers or such other customer's users of the Services; (b) Hosting Organization's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (c) unauthorized access to any Hosting Organization's Confidential Information;

8.1.4 continuously monitor its systems for areas where security could be breached.

8.2 *Security Audits.* During the Term, JUNO will:

8.2.1 keep accurate and complete records as it pertains to data protection practices and the security of any Hosting Organization Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to Hosting Organization Confidential Information along with any additional information relevant to its compliance with this Section 8;

8.2.2 upon Hosting Organization's written request made with reasonable notice, make all such records, appropriate personnel and relevant materials available during normal business hours for review by Hosting Organization or an independent data security expert that is reasonably acceptable to JUNO at Hosting Organization's expense, provided that Hosting Organization: (i) gives JUNO at least ten Business Days prior notice of any such request; (ii) undertakes such audit no more than once per calendar year, except for reasonable cause confirmed by both Parties; and (iii) works to ensure audit is conducted in a manner designed to minimize disruption of JUNO's business operations and that complies with all data confidentiality, ownership, privacy, security and other such necessary provisions of this Agreement;

8.2.3 if JUNO, in its sole discretion, decides to engage a third party auditor to perform a Statement on Standards for Attestation Engagements No. 16 (SSAE 16) audit of JUNO's operations, information security program or disaster recovery/business continuity plan, JUNO will, upon Hosting Organization's request and during the Term, provide a copy of the report to Hosting Organization within sixty (60) days after JUNO's receipt and review of such report. Any such reports will be recognized as JUNO's Confidential Information.

8.3 *Freedom from Malware.* JUNO will employ current industry-standard protection standards to ensure that the Services will be free from malware and to prevent the submission of any malware into or onto JUNO's systems or software.

8.4 *Nonexclusive Resolutions for any such Security Breach.* Should there be a failure of the Services to meet the requirements of this section 8 with respect to the security of any Confidential Information of Hosting Organization, such failure shall be deemed a material breach of this Agreement for which Hosting Organization, at its option, may terminate this Agreement immediately upon written notice to JUNO. Upon receiving and confirming such written notice, JUNO must promptly reimburse to Hosting Organization any Fees prepaid by Hosting Organization prorated to the date of such termination.

8.5 *Monitoring.* Hosting Organization agrees that JUNO may monitor or audit Hosting Organization's and its Users' use of the Services (which does not involve any access to Hosting Organization's data or IT systems). Hosting Organization will not seek to block or otherwise interfere with the monitoring or audit, and JUNO may use technical means to overcome any methods used to block or interfere with such monitoring. JUNO may further implement technical means to monitor patterns in User behavior to protect against unauthorized access to or misuse of the Services. JUNO reserves the right to put in place additional mechanisms to verify and protect against the foregoing. Failure to reasonably comply with JUNO's efforts to audit Hosting Organization's compliance with this Agreement constitutes a material breach of this Agreement.

9. Indemnification.

9.1 *General Indemnification.* Each of JUNO and Hosting Organization (as "Indemnitor") will defend, indemnify and hold harmless the other Party, its officers, directors, employees, agents, and contractors (collectively, "Indemnitees") for any and all losses, damages, claims, deficiencies, liabilities, actions, judgments, settlements, fines, awards, penalties,

costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("Loss(es)"). Losses occurring and arising from any third party claim, suit, or action (each, an "Action") that arises or allegedly arises out of: (a) personal injury or property damage caused by the Indemnitor or its agents, employees or contractors; (b) any gross negligence or more culpable act or omission (including recklessness or willful misconduct) as related to the Services by the Indemnitor or its agents, employees or contractors; (c) in the case of Hosting Organization as Indemnitor, Hosting Organization's breach of section 6 of this Agreement; and (d) in the case of JUNO as Indemnitor, JUNO's breach of section 8 of this Agreement.

9.2 *Infringement Indemnification.* In addition to Section 9.1 above, each Party as Indemnitor will defend, indemnify and hold harmless the other Party's Indemnitees any and all Losses arising out of or resulting from any third party Action that arises or allegedly arise out of or results from a claim that: (a) in the case of JUNO as Indemnitor, any of the Services, or Hosting Organization's or any User's use thereof; and (b) in the case of Hosting Organization as Indemnitor, that any the Hosting Organization's Data, or creative or content placed on the JUNO platform by Hosting Organization staff (or by JUNO at the direct express instruction of Hosting Organization) actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that the Indemnitor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from (i) any alteration or modification of the Services or Software (in the case of JUNO) or the Hosting Organization's Data (in the case of Hosting Organization) by the Indemnitee provided that no infringement, misappropriation or other violation of third party rights would have occurred without such modification or (ii) any use of the Services or Software (in the case of JUNO) or the Hosting Organization's Data (in the case of Hosting Organization) by the Indemnitee in violation of the terms of this Agreement or the applicable Addendum or order form or (iii) any use of the Services or Software (in the case of JUNO) or the Hosting Organization's Data (in the case of Hosting Organization) by the Indemnitee after receiving written notice of an infringement claim or (iv) compliance by the Indemnitor with the Indemnitee's custom requirements or specifications if and to the extent such compliance resulted in the infringement

9.3 *Mitigation.* If the Indemnitor receives or otherwise learns of any threat, warning or communication alleging that all, or any section or feature, of the Services (for JUNO) or the Hosting Organization's Data (for Hosting Organization) violates a third party's rights, the Indemnitor must immediately notify the Indemnitee of such issue in writing, and take all reasonable actions necessary to ensure the Indemnitee's continued right to access and use or otherwise protect the Indemnitee from any Losses in connection therewith, including researching such allegation and obtaining a credible opinion of counsel that it is invalid. The Indemnitor will promptly provide any necessary rights to continue access and use of the infringing material to the full extent this Agreement dictates, or modify the infringing material, components or features such that the infringement no longer exists. If neither of these remedies is reasonably available, then the Indemnitor may terminate this Agreement.

9.4 *Indemnification Procedure.* The Indemnitee will notify the Indemnitor in writing of any indemnifiable Action hereunder, provided that failure to do so will not relieve the Indemnitor, except to the extent that the Indemnitor is materially prejudiced. The Indemnitor shall have exclusive control of the defense any Action and any negotiations for settlement, provided that the Indemnitor will not, without the Indemnitee's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any Action. The Indemnitee is entitled to: (i) receive consistent updates on the proceeding status; (ii) participate in the defense of the proceeding at its own expense; (iii) engage its own counsel at its own expense.

10. Limitations of Liability.

10.1 *DISCLAIMER OF DAMAGES.* EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE TYPE OF OCCURENCE, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, FOR ANY CLAIM RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

10.2 *LIMITATION OF LIABILITY.* EXCEPT FOR THE PARTIES' RESPECTIVE INDEMNITY OBLIGATIONS OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7, AT NO TIME WILL EITHER PARTY'S CUMULATIVE LIABILITY TO OTHER PARTY UNDER THIS AGREEMENT, REGARDLESS OF THE TYPE OF OCCURENCE, WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY HOSTING ORGANIZATION TO JUNO UNDER THE APPICABLE ADDENDUM OR ORDER FORM IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Representations and Warranties.

11.1 *Compliance with Laws.* Each Party will comply with all applicable laws as they concern this Agreement, including but not limited to laws related to privacy, personal data, intellectual property and export controls, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

11.2 *Limited Software and Service Warranties.* JUNO warrants that during the Term for the applicable Services, the Services will conform, in all material respects, with the Documentation. For any breach of this warranty, JUNO will, at no additional cost to Hosting Organization, provide remedial services necessary to cause the Services to conform to the warranty. Hosting Organization will provide JUNO with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this section are Hosting Organization's sole remedies for breach of this warranty. This warranty will only apply if the Services have been utilized by Hosting Organization in accordance with this Agreement and the applicable Addendum or order form.

11.3 *Data and Content Warranties.* Hosting Organization confirms and warrants to JUNO for the duration of the Term that Hosting Organization has the right, power and authority, including all permits and licenses required, to provide the Hosting Organization content or the Hosting Organization's Data and grant to JUNO the limited licenses granted or required to be granted by it under this Agreement.

11.4 *DISCLAIMER.* EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, BOTH PARTIES HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF. IN PARTICULAR, JUNO DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICES WILL MEET HOSTING ORGANIZATION'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND HOSTING ORGANIZATION'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY JUNO. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. HOSTING ORGANIZATION ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE, RELIABLE OR SUFFICIENT FOR ITS PURPOSES.

12. Insurance.

12.1 *Required Coverage.* At all times during the Term, JUNO will have in effect and maintain, at its cost and expense, all insurance coverage required by applicable law, and in any event insurance coverage in the following breakdowns:

12.1.1 Commercial General Liability with limits no less than One Million US Dollars (\$1,000,000 USD) per occurrence and Two Million US Dollars (\$2,000,000 USD) in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of JUNO under this Agreement;

12.1.2 Data Compromise Coverage, including first party and third party coverage, with limits no less than One Million US Dollars (\$1,000,000 USD) per occurrence and Five Million US Dollars (\$5,000,000 USD) in the aggregate for all claims each policy year, including coverage for information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability;

12.1.3 Worker's Compensation and employers' liability insurance with limits no less than the greater of (i) One Million US Dollars (\$1,000,000 USD) and (ii) the minimum amount required by applicable Law for each accident, including occupational disease coverage.

12.2 *Certificates of Insurance.* Upon the written request of Hosting Organization, JUNO will provide Hosting Organization with copies of the certificates of insurance for all insurance coverage required by this Section 12 and will do nothing to invalidate such insurance. JUNO must give Hosting Organization thirty (30) days' prior written notice of any cancellation, non-renewal or material change in coverage, scope, or amount of any insurance policy required by or affecting Hosting Organization's rights or remedies under this Agreement.

12.3 *Non-waiver.* This Section 12 is not intended to and will not be construed in any manner as waiving, restricting or limiting the liability of either Party for any obligations under this Agreement (including any provisions hereof requiring a Party to indemnify, defend and hold harmless the other Party).

13. Third Party Software.

The Services may be performed with or contain software governed by licenses from third parties ("**Third Party Software**"), including any software component that is subject to any open-source copyright license agreement ("**Open Source**"). Notwithstanding anything to the contrary in this Agreement, all Third Party Software is licensed to Hosting

Organization solely under the terms of the corresponding third party license agreements provided or referenced in the Services. JUNO makes no representation or warranty concerning Third Party Software and has no obligation or liability with respect to any Third Party Software. If the applicable third party licenses provide for the availability of source code of such Third Party Software and such source code is not already included in the Services' distribution, Hosting Organization may contact JUNO in writing to obtain such source code.

14. General Provisions.

14.1 *Subcontracting.* JUNO will ensure that each JUNO subcontractor adheres to all relevant terms of this Agreement, including all provisions relating to the Hosting Organization's Data or other Confidential Information of Hosting Organization; and will remain responsible as well as liable for the acts or omissions of any Subcontractors.

14.2 *Force Majeure.* Except for the obligation to make payments, nonperformance of either Party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, pandemic, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing Party.

14.3 *Relationship between the Parties.* The relationship between the Parties is defined as independent contractors. Nothing contained in this Agreement is to be interpreted as forming any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party has authority to contract for nor the authority to bind the other Party in any manner whatsoever.

14.4 *Marketing and Press Releases.* The Parties in this agreement give permission to publicly disclose each other and the nature of this relationship in any and all media forms.

14.5 *Notices.* Each Party consents to receiving electronic communications (including emails at the address provided in an Addendum or order form) and notifications from the other Party in connection with the Services, and with respect to any notice, approval, request, authorization, direction or other communication to be provided under this Agreement. Each Party is responsible for providing the other Party with its most current email address, and an email will be deemed received once it has been sent to the email address on file. Each Party may also send notices to the other via regular mail. All such written notices (other than electronic communications) shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt, or (iii) five (5) business days after the mailing date whether or not actually received, if sent by certified mail, return receipt requested, postage and charges pre-paid or any other means of rapid mail delivery for which a receipt is available, to the address of the Party set forth on the applicable Addendum or order form. Either Party may change its address by giving written notice of such change to the other Party.

14.6 *Headings.* The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

14.7 *Entire Agreement.* This Agreement, including all Statements of Work, order forms and other Schedules, Exhibits, Amendments and Addenda contains the entire agreement between the Parties, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating thereto and is binding upon the Parties and their permitted successors and assigns. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by Hosting Organization shall be of no force or effect, even if the purchase order is accepted by JUNO. In the event of any conflict between the terms of this Agreement and any Addendum or order form, this Agreement shall control, unless such Addendum or order form expressly states that it is to control. This Agreement shall be construed and interpreted fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference against the Party drafting this Agreement in construing or interpreting the provisions hereof.

14.8 *Assignment.* Neither Party may transfer or assign any of its rights or obligations under this Agreement or any associated document without the prior written consent of the other Party (not to be withheld, conditioned or delayed unreasonably); provided that either Party may so transfer or assign its rights and obligations to one of its affiliated companies or as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Any proposed assignment, delegation, or transfer in violation of this Section 14.8 is to be considered void.

14.9 *No Third-party Beneficiaries.* This Agreement is for the sole benefit of the Parties of this Agreement and nothing herein, expressed or implied, will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

14.10 *Amendment and Modification: Waiver.* This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement will operate

or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14.11 *Severability.* If any term or provision of this Agreement is shown to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not have any ramifications of any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties will work together in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a manner mutually acceptable in order that the transactions contemplated hereby be executed as originally contemplated to the best possible extent.

14.12 *Governing Law.* This Agreement is governed, construed, and enforced in accordance with California law, excluding any confirmed additional law principles, and all claims relating to or arising out of this Agreement are governed by California law, excluding any confirmed additional law principles.

14.13 *Equitable Relief.* Each Party acknowledges and agrees that (a) a breach or threat of such a breach by either Party of any of its obligations under this Agreement may give rise to significant harm to the other Party for which monetary damages may not be an adequate remedy and (b) in the event of a breach or threat of such a breach by either Party of any such obligations, the other Party hereto is, in addition to any and all other rights and remedies that may be available to such Party at law, at equity or otherwise in respect of such breach, entitled to seek equitable relief, including a temporary restraining order, an injunction, designated performance and any such other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

14.14 *Schedules.* All Addenda, Schedules and Exhibits hereto, including the following which can be found in JUNO's Legal Hub at <https://www.junolive.co/legal-hub> are referenced herein and are hereby incorporated by reference: (a) JUNO's Data Processing Addendum; (b) JUNO's Support Services Addendum; (c) JUNO's Event Production Agreement.

14.15 *Counterparts.* This Agreement and applicable associated documents may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be all part of the same agreement and will become effective and binding upon the Parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

14.16 *Export Controls.* Hosting Organization will not export, re-export, use, or divert the Services to or on behalf of (a) any country that is subject to U.S., EU or UN economic sanctions administered by the US Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Commission or the UN, including but not limited to Burma, Cuba, Iran, Libya, Sudan, Syria and North Korea; (b) the government of any country sanctioned by any of the above, wherever located; or (c) persons or entities identified as "Specially Designated Nationals" by OFAC or sanctioned pursuant to applicable EU Regulation, or persons or entities that are owned or controlled by such person or entity. Hosting Organization shall not distribute or supply the Services to any person if Hosting Organization has reason to believe that such person intends to export, re-export or otherwise transfer the Services to, or use the Services in or for the benefit of, any such OFAC- or EU sanctioned countries, governments, persons, or entities. Hosting Organization shall not use the Services in connection with the commission of terrorist acts or the design, development, production, or use of nuclear, biological, or chemical weapons; missiles; or unmanned aerial vehicles. Hosting Organization shall not export, re-export, or transfer the Services to any person or entity with knowledge or reason to know that any of the prohibited activities identified in this section are intended by such person or entity. Without limiting the foregoing, Hosting Organization shall not commit any act which would, directly or indirectly, violate, or which may cause JUNO to violate, any United States, EU or local law, regulation, treaty or agreement relating to the export or re-export of the Services. At Hosting Organization's expense, Hosting Organization shall obtain any government consents, authorizations, or licenses required for Hosting Organization to exercise its rights and to discharge its obligations under this Agreement. Hosting Organization acknowledges that the Hosting Organization's Data, once placed on the Services may constitute an export of the Hosting Organization's Data by Hosting Organization to one or more foreign jurisdictions, Hosting Organization shall not cause any such export of data in violation of the laws of the United States and/or such other foreign jurisdictions.

14.17 *JUNO Mark appears on the platform.* The JUNO Line inc name and JUNO mark will appear within the platform including but not limited to informational notices, copyright notices, help links, email addresses, support and documentation.

15. Platform definitions.

- 15.1 *Subscribed Minutes*. Each minute that a Participant is connected to a Session. By way of example, if five Participants are connected to a Session for the entire eight-minute duration of the Session, the Total Participant Minutes for that Session would equal 40.
- 15.2 *Session*. a video call session hosted or facilitated via the JUNO platform.
- 15.3 *Participant*. The Host and any invited attendees connected to a Session.
- 15.4 *Session Fair Use*. The agreement provides for substantial Subscribed Minutes based on expected usage within the platform from the anticipated user base. Should the Subscribed Minutes being used exceed the anticipated Fair Use from the user base, JUNO reserves the right to charge overages.
- 15.5 *Media Storage*. The storage of media assets such as but not limited to, images, video, documents and other items of media uploaded or generated within the platform.
- 15.6 *Media Storage Fair Use*. The agreement provides for substantial Media Storage based on expected usage within the platform from the anticipated user base. Should the Media Storage being used exceed the anticipated Fair Use from the user base, JUNO reserves the right to charge overages. JUNO provides up to 1.5 terabytes for each platform, which includes reasonably allocated shared data storage activity. Overages will be invoiced at \$100 per month for each 0.1 Terabytes above the 1.5 terabytes provided in a given month.
