

**PROMOREPUBLIC
MASTER PLATFORM SUBSCRIPTION AGREEMENT**

THIS MASTER PLATFORM SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACCESS TO AND USE OF PROMOREPUBLIC'S PLATFORM SERVICES. CAPITALIZED TERMS HAVE THE MEANING SET FORTH HEREIN.

By executing an Order Form, Customer acknowledges it has read, understands and agrees to be bound by this Agreement, including any documents that are incorporated herein by reference. The Platform Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

“Affiliate” means any entity, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Customer.

“Agreement” means this Master Platform Subscription Agreement.

“Chosen Platform Services” means certain Platform Services chosen by Customer and indicated in the applicable Order Form.

“Claim” means any notice or claim, or suspects, that any Customer Content, Corporate Location Data, or activities hereunder may infringe or violate rights of a third party or any laws or regulations.

“Confidential Information” means information disclosed by Disclosing Party to Receiving Party in writing and marked “confidential” or information that would reasonably be considered confidential due to the context of its disclosure and/or its scope, content or nature and/or given the nature of the information and the Disclosing Party’s business.

“Corporate Location Data” means the information Customer delivers about its Locations for the relevant geographical area such as company name, address, contact details, photos, logos, etc.

“Customer” means legal entity identified in the applicable Order Form.

“Customer Content” means content, data, text, messages and images submitted by Customer

(or any Location) to the Platform.

“Derivative Works” means works created by Customer or its Locations from Customer Content and/or PromoRepublic Content.

“Disclosing Party” means a Party disclosing certain Confidential to the other Party.

“Directory Partner” means a third-party platform for distribution of Corporate Location Data.

“Initial Term” means initial subscription period for Platform Services indicated in the Order Form.

“Fees” means applicable fees for Chosen Platform Services.

“Force Majeure Event” means any occurrence beyond the reasonable control of a Party which may include acts of God, power outages, or failures of the Internet.

“Liabilities” means any and all claims, damages, liabilities, suits, judgments, costs, investigations, administrative or enforcement actions, fines, civil penalties and expenses (including reasonable attorneys’ fees) paid or payable to any unaffiliated third party or incurred in connection with a third-party claim.

“Location” means an individual or legal entity that is an independent contractor of Customer authorized by Customer by contract or otherwise to run business on a local market using Customer’s certain intellectual property.

“Order Form” means a written order, including any attachments attached thereto or incorporated therein by reference, signed by PromoRepublic and Customer, which sets forth the Chosen Platform Services to be provided by PromoRepublic, the price, the payment terms, the subscription period and other terms relevant to delivery of the Platform Services.

“Party” means Customer and/or PromoRepublic, as applicable.

“Platform” means social media marketing collaboration platform currently located at <https://promorepublic.com/> and <https://app.promorepublic.com/>.

“Platform Services” means Platform features and services available to customers on a subscription basis.

“Privacy Policy” means Platform's privacy policy available at <https://promorepublic.com/en/privacy-policy/>.

“PromoRepublic” means legal entity identified in the applicable Order Form providing Platform Services under PromoRepublic brand.

“PromoRepublic Content” means content created or licensed by PromoRepublic, including

images, that may be made available to Customer and its Locations through the Platform Services.

“Professional Services” means certain professional services, such as implementations, integration, testing, custom modifications, or other consulting related to PromoRepublic’s Platform Services.

“Receiving Party” means a Party receiving Confidential Information from the other Party.

“Renewal Term” means successive twelve (12) months auto renewal terms following the end of the previous term.

“SLA” means a service level agreement available at <https://promorepublic.com/en/service-level-agreement-for-enterprise/>.

“Software” means source code, object code or underlying structure, ideas or algorithms of the Platform.

“SOW” means a statement of work agreed by the Parties describing the Professional Services to be performed, and any dependencies, technical specifications or other information related to the Professional Services.

“Taxes” means all taxes, including national, state or provincial and local use, sales, value-added, property and similar taxes.

“Team Member” means an individual who is authorized to use the Platform Services on behalf of Customer or its Locations. Team Member may only be an employee or an individual contractor of Customer and its Locations.

“Term” means Initial Term or any Renewal Term of this Agreement.

“Terms of Service” means the terms of service of the Platform available at <https://promorepublic.com/en/terms-of-service/>.

2. SERVICES

2.1. Access to Platform Services. Subject to the terms and conditions of this Agreement, PromoRepublic will provide Customer, its Affiliates (as the case may be) and Locations the Chosen Platform Services through access (via internet) to the Platform. Customer may not, and may not allow or assist its Affiliates and Locations, to assign, transfer, distribute, rent, lease, license, sublicense or sell the use of or access to the Platform Services to third parties, whether as a service bureau or otherwise. The Platform will be hosted on a server under the control and direction of PromoRepublic, and Customer’s access to the Platform is limited to use over the Internet. Notwithstanding the foregoing, PromoRepublic reserves the right to suspend Customer’s, and its Affiliates and Locations access to the Platform: (i) for scheduled or emergency maintenance of reasonable length in accordance with industry

practices, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any undisputed amounts due to PromoRepublic, and fails to cure such breach within fifteen (15) days of receipt of written notice thereof.

- 2.2. Modifications.** The Platform is subject to modification from time to time at PromoRepublic's sole discretion.
- 2.3. SLA.** PromoRepublic will make the Platform Services available and provide support to Customer for the Chosen Platform Services in accordance with the terms of the SLA.
- 2.4. Third-Party Network.** Use of the Platform and Platform Services is subject to the applicable terms of any third party network that is being managed through the Platform (such as, Facebook, Instagram, Twitter, LinkedIn, Pinterest, etc.). PromoRepublic is not responsible to ensure that Customer use of the Platform Services is in compliance therewith. PromoRepublic shall not be liable to Customer if Customer Content cannot be posted or advertised on any third-party network or be deleted therefrom due to restrictions implemented by such third-party network.
- 2.5. Directory Partners.** While rendering Services, PromoRepublic may distribute the Corporate Location Data to Directory Partners. The list of Directory Partners will be individually selected and agreed between Customer and PromoRepublic from time to time. The list may be changed by PromoRepublic at any time and Customer will be notified by PromoRepublic thereof. Customer's claims against PromoRepublic for damages or reduction are excluded in this regard.
- 2.6. Professional Services.** Customer may engage PromoRepublic to provide Professional Services. Each such engagement of Professional Services will be described in a SOW that must be accepted in writing by an authorized representative of each Party. In the event of a conflict between the terms provided in this Agreement and the terms of any SOW, the terms of this Agreement will prevail, except when the terms of the SOW explicitly states otherwise. Customer acknowledges that any Platform modifications would likely be applicable to the Platform Services maintained and provided for all of PromoRepublic's customers, and therefore, unless otherwise expressly set forth in a SOW, PromoRepublic shall own all rights, title and interest in and to any custom modifications developed, invented or made by PromoRepublic (or its contractors) under Professional Services. However, PromoRepublic grants Customer and Locations the right to use work product of the Professional Services limited to a period while Customer and/or Locations use the Platform Services.

3. CUSTOMER OBLIGATIONS

- 3.1. Customer's General Responsibilities.** Customer will be responsible for (i) its compliance with this Agreement, (ii) the quality and legality of all its Customer Content

and its marketing strategy, (iii) preventing unauthorized access to or use of Platform Services through its account, and notification PromoRepublic promptly of any such unauthorized access or use, (iv) maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer's account with or without Customer's knowledge or consent (other than any use resulting from the negligence or willful misconduct of PromoRepublic) and (v) use of the Platform Services only in accordance with the purpose of the Services, with this Agreement and applicable laws.

3.2. Provision of Information.

3.2.1. General Information for Platform Services. Customer shall upon receipt of PromoRepublic's request provide PromoRepublic with all assets, materials, information and documentation required to enable PromoRepublic to provide Chosen Platform Services, including but not limited to those described in the Order Form. Customer shall be responsible for the content of the materials and information provided to PromoRepublic hereunder. Should Customer fail to provide PromoRepublic with necessary materials and information, the term for the provision of applicable services shall be extended appropriately and Customer shall not be relieved from its payment obligations under applicable Order Form/s.

3.2.2. Transmission of Corporate Location Data. Customer shall transmit the Corporate Location Data to PromoRepublic in a format that meets PromoRepublic's specifications. PromoRepublic shall transmit the Corporate Location Data to all Directory Partners so that they may provide the data to their users. Customer is aware that individual Directory Partners do not support certain formats, or that some information cannot be shown completely in the form transmitted by Customer, due to the technical requirements of individual Directory Partners. Customer further acknowledges and agrees that the publication and all Corporate Location Data are subject to the character restrictions, quality standards and other applicable content requirements of the Directory Partners, and that such contents may be fully or partially declined or modified at any time at the sole discretion of a Directory Partner and/or PromoRepublic in order to render them compliant with these requirements. Possible reasons may, without limitation, include: (i) insufficient space, (ii) non-applicability of the Corporate Location Data for the Directory Partner's application, (iii) the use of location sources other than from PromoRepublic by the concerned Directory Partner, (iv) potential problems in geocoding the entirety of Corporate Location Data and (v) modification of the design and/or positions of a placement of Customer Corporate Location Data. In these cases, any liability by PromoRepublic is excluded unless Customer proves PromoRepublic is responsible for the existing reasons. PromoRepublic shall work closely together with the Directory Partners in this respect, while observing all

contractual obligations to exercise diligence. All Corporate Location Data and all information and materials provided will be checked for their lawfulness before being transmitted. Customer agrees that the Directory Partners may in some cases require Customer to verify the Corporate Location Data (e.g. by mail or over the telephone requiring entry of a PIN number) prior to publication. If a legal breach or violation of common decency is present or possible, PromoRepublic is authorized to refuse to process this information or these materials. PromoRepublic shall inform Customer thereof.

3.2.3. Customer Representations. Customer represents and ensures to the best of its knowledge that: (i) it is authorized to enter into this Agreement, (ii) the Corporate Location Data, brands and logos included, as well as all additionally provided materials, information and documents, are free of any third-party rights, encumbrances or interests, and are suitable for integration in all the Directory Partners' products, (iii) the Corporate Location Data constitutes a “primary” source of the Customer’s own business listings data, i.e., it originates or is derived directly from the Customer, versus being derived from any secondary or aggregated sources; and/or be officially approved in writing by the Customer as an official source of Customer’s business listings data, (iv) the Corporate Location Data will not contain any data, code or other materials that are subject to a GPL (GNU Public License) or LGPL (Lesser GNU Public License) license, ODbL (Open Database license), or any other license, that would impose obligations on PromoRepublic to distribute or disclose any data or software with which the Corporate Location Data is combined or to permit third parties to reverse engineer or replace any portions of any data or software with which the Corporate Location Data is combined, that would require PromoRepublic to license patent rights to any party, or that would impose any other obligation or limitation on PromoRepublic not expressly set forth in this Agreement, (v) the Corporate Location data contains neither viruses, spyware nor other harmful source codes or materials, and are free from errors or imprecise data, (vi) it has obtained, and will maintain, all contents, consents, approvals, permits and releases which are necessary to fulfil the obligations under this Agreement, (vii) it will not violate any third-party rights by performing its obligations, especially intellectual property rights, and its existing obligations or agreements do not contradict or hinder such rights, (viii) it has sufficient rights to allow PromoRepublic to use the Customer Content as set forth in Section 5.2. below and (ix) the Corporate Location Data are current and accurate and is in no way illicit, harassing, obscene or pornographic, do not glorify violence, endanger youth or violate third-party rights, and are not otherwise inappropriate. If any of the above representations are violated, Customer shall release PromoRepublic and Directory Partners from all third-party claims based on such violation, as well as from any costs incurred by asserting these claims (especially for legal fees), unless Customer

can prove that PromoRepublic or the Directory Partner was fully or partially to blame for the legal breach.

3.2.4. Usage Restrictions. Customer will not, and will not permit any Location or third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the Software; (ii) modify, translate, or create Derivative Works based on the Platform or Software except as authorized in Section 5.3. below; or (iii) use the Platform or Software for any purpose other than for the benefit of Customer and its Locations.

4. FEES AND PAYMENT

4.1. Fees. Customer will pay PromoRepublic the Fees, which may be amended from time to time (i) by the Parties in writing or (ii) by PromoRepublic as set forth in Section 4.6. below.

4.2. Invoicing and Payment. PromoRepublic will invoice Customer in advance in accordance with the applicable Order Form. Customer is responsible for providing complete and accurate billing and contact information to PromoRepublic and notifying PromoRepublic of any changes to such information.

4.3. Taxes. Fees are exclusive of Taxes, if any. Customer shall be responsible for paying Taxes associated with its purchases hereunder. If PromoRepublic has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, such taxes will be added to the amount of Fees in the invoice unless Customer provides PromoRepublic with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.4. Overdue Charges. Unpaid Fees may be subject to a finance charge of eighteen percent (18%) per annum from the date due until the date paid. Notwithstanding anything to the contrary, in addition to any other remedy available, PromoRepublic may restrict or suspend Customer's access to the Platform upon fifteen (15) days' notice if payment is not made when due.

4.5. Refund. Customer shall be entitled to partial refund in the following cases: (i) PromoRepublic makes changes to the Platform that materially reduces or eliminates material functionality in the Platform (other than as reasonably necessary to comply with applicable laws or with the terms and conditions of the networks with which the Platform connects), in which case Customer shall be entitled to refund of prepaid Platform Services which are no longer available, (ii) when the Agreement is terminated according to Section 7.2. provided that PromoRepublic is in breach, (iii) when the Agreement is terminated by either party for a Force Majeure Event in accordance with the terms of Section 11, and (iii) when Customer is entitled to Service Credits according to SLA.

4.6. Change of Fees. PromoRepublic shall have the right to increase fees for Platform Services for any Renewal Term by notifying Customer in writing not later than 90 days

prior to the expiration of the then-current Initial Term or Renewal Term of the Agreement, as applicable, provided that such increase does not exceed 10% of the previous amount; such new pricing shall only be effective upon renewal hereof and shall be reflected in the invoices. Except for the case set forth above, changes to the Platform Services pricing, amending the list of Platform Services and/or adjustment of payment method shall be made in writing and signed by the Parties.

5. PROPRIETARY RIGHTS; LICENSES

- 5.1. PromoRepublic Proprietary Rights.** PromoRepublic (and its licensors or suppliers) owns and retains all rights, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, title and interest in and to the Platform, the Software and PromoRepublic Content. Customer grants to PromoRepublic a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Locations relating to the Platform Services.
- 5.2. Customer Proprietary Rights.** Customer shall own and retain all rights, including all copyrights, patents, trademarks, trade secrets, and other intellectual property rights, title and interest in and to any Customer Content and this Agreement does not transfer ownership rights of Customer Content to PromoRepublic. The Customer Content will be treated as Customer's Confidential Information unless made publicly available by Customer. Customer shall be responsible for the modification, copying and distribution of all Customer Content. Subject to the foregoing, Customer hereby grants to PromoRepublic a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use and display the Customer Content for (i) the purpose of performing its obligations hereunder and (ii) for PromoRepublic's internal business use, including, but not limited to, running analytics and diagnostics on the Platform, and modifying, improving or operating the Platform. PromoRepublic shall not use or disclose Customer Content for its own marketing or marketing of third parties. Customer Content shall be subject to PromoRepublic's Privacy Policy. PromoRepublic is not required to keep back-up copies of any Customer Content on the Platform and makes no guarantee that any Customer Content will be permanently stored. Customer acknowledges its responsibility to independently back-up its Customer Content, to the extent permitted herein and by applicable laws and regulations. Subject to payment of respective fees PromoRepublic shall assign and transfer to Customer all intellectual property rights, title and interest to any content created by PromoRepublic for the use by Customer and its Locations. Customer shall retain all right to use such content following the Term of this Agreement.
- 5.3. Derivative Works.** While and to the extent the Platform allows Customer to create Derivative Works, by creating any Derivative Works Customer grants PromoRepublic a non-exclusive, revocable, world-wide, fully-paid up, limited license to access, copy, modify,

use, distribute, store, transmit, reformat, list information regarding, edit, translate, make derivative works of, publicly display and publicly perform such Derivative Works to the extent needed to provide the Platform Services, as well as for PromoRepublic's internal business use, including, but not limited to, running analytics and diagnostics on the Platform, and modifying, improving or operating the Platform. Customer shall be solely responsible for any liability created by the creation of Derivative Works it may create via the Platform Services. PromoRepublic shall be responsible for procuring all rights necessary for Customer, its Locations and Team Members to post and distribute the PromoRepublic Content in the manner contemplated by the Platform Service during the Term.

5.4. License to use Corporate Location Data. For the Term, Customer grants PromoRepublic a non-exclusive, revocable, world-wide, fully-paid up, limited license with the right to sublicense to Directory Partners to (i) to combine, alter or augment the Corporate Location Data with other data obtained by PromoRepublic and Directory Partners; (ii) to use the Corporate Location Data within PromoRepublic, (iii) to update, store, download, run, reproduce, digitalise, duplicate, copy, translate or process the Corporate Location Data in the PromoRepublic's database; (iv) to advertise, promote and market products, either directly or indirectly, or to use to the full extent methods, processes and devices in any form, including all present or future scientific, digital, mechanical or electronic means, which contain the Corporate Location Data or products derived therefrom, (v) to present, reproduce, exhibit, publish, or exploit the Corporate Location Data or products derived therefrom (directly or in a distribution chain) to any Directory Partner through or for the use of any products from Directory Partners, and (vi) to allow the Directory Partners' users to use the Corporate Location Data indirectly through the Directory Partner. If Customer deletes, supplements, or alters Corporate Location Data, this will in no case affect a sub-license granted to the Directory Partners or their users by PromoRepublic, as long as the deleted, supplemented or altered Corporate Location Data were used by the Directory Partners, their users, or both. Customer hereby acknowledges and agrees that as soon as Corporate Location Data from Directory Partners or their users are utilized, PromoRepublic will not be obligated to ensure that the respective data will be deleted from any services, systems or devices which are used under the control of the Directory Partners, their users, or third parties, or that the data will not be altered or used by the persons named. This also applies mutatis mutandis if the contractual relationship between PromoRepublic and Customer is terminated. To comply with data protection legal standards, PromoRepublic will inform all Directory Partners in the event of a termination of the contractual agreement with the Customer and/or should the Customer wish to remove any personally identifying information or other information related to data protection.

5.5. License to Use Customer Name and Logo. Success Story. Customer hereby license and otherwise authorize PromoRepublic to use the name and logo of Customer in its

portfolio and on the website to advertise its services to third parties. Customer agrees to the publication of a Customer success story and a quote as part of this Agreement with the Customer's prior approval, which shall not be unreasonably withheld.

5.6. Intellectual Property Rights Infringement. Should the Software or any portion thereof become, or in PromoRepublic's opinion be likely to become, the subject of any claim of infringement, then PromoRepublic, at its sole option and expense, may (i) procure for Customer the right to continue using the Software as part of the Platform Services or applicable portion thereof, (ii) replace the Software or applicable portion thereof with a substantially equivalent non-infringing software as determined by PromoRepublic, or (iii) modify the Software (and thereby the Platform) to make them non-infringing, without materially reducing the features or functionality thereof. If PromoRepublic receives a Claim, PromoRepublic must provide immediate notice of such infringement to Customer and allow the Customer an opportunity to investigate such notice. If, after 5 business days, Customer cannot reasonably evidence that the allegation of infringement is not likely to wholly succeed on its own merits, PromoRepublic may remove such Customer Content or Corporate Location Data and, with respect to a Claim relating to Customer Content or Corporate Location Data, suspend or terminate Customer's access to the Platform Services. If Customer believes the Corporate Location Data could violate third-party intellectual property rights, Customer shall immediately procure at his expense (i) the usage rights to the Corporate Location Data for PromoRepublic, the Directory Partner and his partner company, or (ii) delete, replace or alter the data in question so that they no longer violate any rights.

6. CONFIDENTIALITY

6.1. Non-Disclosure and Non-Use of Confidential Information. For the execution of this Agreement, the Parties may exchange certain Confidential Information. The Receiving Party agrees: (i) not to divulge to any third person any Confidential Information, (ii) to give access to such Confidential information solely to those employees, agents, contractors and advisors (including financial and legal advisors) with a need to have access thereto for purposes of this Agreement and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement, (iii) not to use the Confidential Information for any purposes other than necessary to perform its obligations under this Agreement (unless otherwise authorized in this Agreement) and (iv) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Confidential Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, (b) was rightfully in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully

disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party.

- 6.2. Permitted Disclosure.** Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. Both Parties will have the right to disclose the existence but not the terms (including pricing terms) and conditions of this Agreement, unless such disclosure of terms is approved in writing by both parties prior to such disclosure, or is included in a filing required to be made by a party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.
- 6.3. Ownership of Confidential Information.** Each Party is, and will remain, the sole owner of all right, title and interest in its Confidential Information. Upon termination or expiration of this Agreement, or at any time either Party shall so request, the other Party will deliver promptly to the requesting Party, or, at the requesting Party's option, will destroy, all Confidential Information obtained hereunder (and all copies thereof) belonging to the requesting Party that the other Party may then possess or have under its control. In any event, PromoRepublic may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Platform's performance, and such information shall be deemed to be PromoRepublic's information.
- 6.4. Injunctive Relief.** The Receiving Party acknowledges and expressly agrees that any breach by such party of its confidentiality obligations hereunder would cause the Disclosing Party immediate and irreparable harm for which monetary damages will not be an adequate remedy and, therefore, Receiving Party agrees that, in the event of any breach of its obligations under this Section 6, the Disclosing Party shall be entitled to seek injunctive relief or similar equitable relief, such as specific performance, against the continuing or further breach, without the necessity of proof of actual damages or posting a bond. This right to relief is in addition to any other right that the Disclosing Party may have under this Agreement or otherwise in law or in equity.

7. TERM AND TERMINATION

- 7.1. Term.** This Agreement shall come into force upon acceptance of the Order Form and shall be valid for the Initial Term followed by the Renewal Term, unless either Party gives written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term. Other than set forth in Section 7.2. there is no earlier termination of the Term or pro-ration of the Fees associated therewith.
- 7.2. Termination.** In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days prior written notice to the breaching Party, unless the breaching Party cures the breach prior to the expiration of such thirty (30) day period. Either Party may immediately terminate this Agreement, upon written notice to the other Party (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. This Agreement shall also terminate in cases outlined in Section 11.4 (“**Force Majeure**”) below.
- 7.3. Survival.** The provisions of Sections 8, 9, 10, and 11 hereof shall survive the termination of this Agreement. The provisions of Section 6 shall survive for a period of three (3) years after termination of this Agreement.

8. WARRANTIES; WARRANTY DISCLAIMER

- 8.1. PromoRepublic Warranties.** PromoRepublic represents and warrants that: (i) it has all rights necessary to enter into this Agreement and to perform its obligations hereunder, including all rights necessary to permit Customer and its Locations to use the Platform as contemplated herein; (ii) the Platform, Software, and any other materials provided or created by PromoRepublic hereunder will not knowingly contain viruses, or disabling devices including, but not limited to, codes, commands or instructions designed to be used to access, alter, delete, damage or disable the network or software of Customer or its Locations; and (iii) notwithstanding terms in this Agreement, PromoRepublic's Privacy Policy or Terms of Service, PromoRepublic represents and warrants that it will not or attempt to disclose Customer lists of Locations or cross market, sell or promote any other brand, product or service to Locations.
- 8.2. Warranty Disclaimer.** Except as expressly set forth in this Agreement, the Platform, the Platform Services, and PromoRepublic Content are provided "as-is," without any warranties of any kind, and PromoRepublic hereby disclaims all warranties, express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

9. LIMITATION OF LIABILITY

Except with respect to Section 6 (Confidentiality), Section 10 (Indemnification), Section 8.1 (PromoRepublic Warranties), or a Party's gross negligence or willful misconduct, (i) in no event will either Party be liable to the other Party for any indirect, punitive, incidental, special, or consequential damages arising out of or in any way connected with the use of the Platform or anything provided in connection with this Agreement, the delay or inability to use the Platform or anything provided in connection with this Agreement or otherwise arising from this Agreement, including loss of revenue or anticipated profits or lost business or lost sales, whether based in contract, tort (including negligence), strict liability, or otherwise, even if such Party has been advised of the possibility of damages, and (ii) the total liability of PromoRepublic under this Agreement will not exceed the fees paid to PromoRepublic hereunder during the 12-month period immediately preceding the date that first notice is provided by either Party referencing the relevant claim hereunder. The foregoing limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

10. INDEMNIFICATION

- 10.1. PromoRepublic Indemnity.** PromoRepublic shall indemnify, defend and hold harmless Customer and its Locations, and its and their officers, directors, employees, agents and successors from Liabilities arising or resulting from any claim that the Software or PromoRepublic Content infringes any intellectual property rights of any third party. Notwithstanding the foregoing, PromoRepublic shall have no obligation to the extent any such claim is (i) based upon Customer's or any Team Member's combination, operation or use of the Platform with any content, applications or services not supplied by PromoRepublic or (ii) based on the use of the Platform Services in a manner that is not in compliance with this Agreement.
- 10.2. Customer Indemnity.** Customer shall indemnify, defend and hold harmless PromoRepublic and its and their officers, directors, employees, agents and successors from any and all Liabilities arising or resulting from (i) any Customer misuse of the Platform Services, (ii) any claim that the Corporate Location Data, Customer Content or any Derivative Works (and/or use or distribution thereof in accordance with this Agreement) infringes the intellectual property rights of any third party.
- 10.3. Indemnity Procedure.** The indemnified Party shall provide the indemnifying Party with: (i) prompt written notice upon learning of any such potential claim or claims (provided, however, that failure to give prompt notice will not relieve the indemnifying Party of any liability hereunder, except to the extent the indemnifying Party has suffered actual material prejudice by such failure); (ii) sole control of the defense, investigation and settlement of any such claim, provided that an indemnifying Party will not settle any such action without the written consent of the indemnified Party (which consent will not be

unreasonably withheld or delayed); and (iii) reasonable cooperation (at the indemnifying Party's sole expense) in the defense, investigation and settlement of any such claim.

11. GENERAL PROVISIONS

- 11.1. Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 11.2. Assignment.** This Agreement is not assignable or transferable by either Party without the other Party's prior written consent, which may not be unreasonably withheld, except that either Party may assign or transfer this Agreement in connection with the sale or transfer of all or substantially all of its business or assets to which this Agreement relates, whether by merger, reorganization or otherwise.
- 11.3. Relationship of the Parties.** The Parties are independent contractors. No agency, membership, joint venture, or employment is created as a result of this Agreement and neither Party has any authority of any kind to bind the other Party in any respect whatsoever.
- 11.4. Force Majeure.** Except with respect to delays or failures caused by the negligent act or omission of either Party, any delay in or failure of performance by either Party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by a Force Majeure Event, provided that the Party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. Excusable delays do not include lockout, shortage of labor, COVID-19 pandemic related restrictions, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. If the act or condition beyond a Party's reasonable control that prevents that Party from performing any of its obligations under this Agreement continues for fifteen (15) days or more, then the other Party may terminate this Agreement immediately upon written notice to the non-performing Party. The party suffering a Force Majeure Event shall give notice to the other party within three (3) business days of the commencement of the Force Majeure Event stating the period of time the occurrence is expected to continue.
- 11.5. Notices.** All notices under this Agreement will be in writing and shall be delivered personally, by certified mail or overnight delivery with return receipt requested, or by email. Either Party may change its address or its designated addressee by giving written notice to the other Party in accordance with the terms of this Section 11.5. Notices sent by certified mail or overnight delivery service shall be deemed given on the date of receipt or refusal of receipt; notices via email shall be effective if the recipient personally (i.e., not by automated machine response) confirms receipt from the sender or responds to the email; and notices given personally shall be effective when delivered.

11.6. Negotiations. Each Party agrees to negotiate in good faith to resolve any dispute, claim or controversy arising out of or related to this Agreement. In the event the parties are unable to resolve the dispute within fifteen (15) days following the commencement of negotiations, each party shall escalate the dispute through the appropriate levels of management, until the resolution of the issue is achieved. Unless otherwise agreed to by both parties, in no event shall the escalation process exceed thirty (30) days.

11.7. Governing Law; Dispute Resolution

11.7.1. Governing Law. With respect to Customers residing in the United States of America, this Agreement will be governed by the laws of the State of Delaware, USA, without regard to its conflict of laws provisions. With respect to Customers residing outside of the United States of America, this Agreement will be governed by the laws of Finland, without regard to its conflict of laws provisions.

11.7.2. Dispute Resolution.

11.7.2.1. For Customers residing in the United States of America. If the Parties fail to agree in negotiations as set forth above, the parties agree to exclude the state court procedure and agree to submit the matter to be settled by binding arbitration. The arbitration shall be conducted by Arbitration Resolution Services, Inc. (ARS) and the parties shall be bound by any and all rules of ARS and any award/decision rendered. ARS rules can be found at www.arbresolutions.com. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all decisions. An award of arbitration may be confirmed in a court of competent jurisdiction. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English.

11.7.2.2. For Customers residing outside of the United States of America. If the Parties fail to agree in negotiations as set forth above, the Parties agree to exclude the state court procedure and agree to submit the matter to be settled by binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

11.8. Terms of Service. This Agreement shall also be governed by PromoRepublic Terms of Service. In the event of discrepancies between the Terms of Service and this Agreement, the provisions of the Agreement shall prevail.