



## 6CONNEX TERMS AND CONDITIONS OF SALE

This 6Connex Terms and Conditions of Sale (these “**Terms**”) are incorporated in full into each Order between 6Connex, as defined below (“**6Connex**”) and the other party to the Order (“**Customer**”).

### Background:

- A. 6Connex offers online platform service for holding interactive virtual events such as trade shows and conferences and for hosting content.
- B. 6Connex offers professional services that include training and implementation and may include custom configuration of virtual rooms within a virtual event space, implementation of its customers’ branding elements, preparation and staging of content to be served to the platform users, and integration of third-party services.
- C. Customer would like to order 6Connex services on the terms and conditions stated in the Order and these Terms.

Accordingly, the parties agree as follows:

**1. DEFINED TERMS.** Capitalized terms used in the Agreement have the meaning given to them in this Section 1 or in the Section where they are first used.

**6Connex** means the 6Connex company that is a party to the Order, either: **(i)** Dura 6C, LLC dba 6Connex, a Texas limited liability company having offices at 425 Soledad Street, Suite 500, San Antonio, Texas, 78205, **(ii)** Buskollo Investments sp. z.o.o., entered into the Register of Entrepreneurs of the National Court Registry kept by the District Court for the Capital City of Warszawa in Warszawa, XIII Commercial Division of the National Court Register under the KRS number: 0000917259, REGON: 389809846, TN: 5272969060, having an office at Warszawa at 28 Towarowa Street, 00-839 Warszawa, or **(iii)** an Affiliate of either of (i) or (ii) that is the signatory to the Order.

**6Connex Technology** means the 6Connex software and other information, materials and technology that 6Connex provides for Customer’s and its Users’ use as part of the Services, including Mobile Applications, or that 6Connex uses to provide the Services, and all related documentation, all derivative works of any of the foregoing, and all intellectual property rights in any of the foregoing. For clarity, 6Connex Technology does not include Third Party Technologies, as defined below.

**Account User** means an individual authorized by Customer in accordance with Section 5.1 (Users) to administer the Customer’s Services or interact with 6Connex for invoicing, support, or other purposes related to the management of the Customer’s Services and related account(s).

**Affiliate** means an entity that controls, is controlled by, or is under common control with the entity referred to, where “control” means the right to vote more than 50% of the entity’s voting interests or to control the policies of the entity by means of a controlling number of seats on the body’s governing



board or otherwise, but only for the period that the control exists.

**Agreement** means the Order and these Terms, and each document that is attached to or incorporated by reference in either of them, as amended in accordance with Section 13.11 (Amendments).

**Confidential Information** means any non-public information that a party (the “recipient”) receives from or learns about the other party (the “discloser”) or the discloser’s or its Affiliates’ customers, users, licensors or suppliers as a result of activities contemplated by the Agreement that the recipient should reasonably understand to be confidential, given the nature of the information or the circumstances of its disclosure, but not including any information that is publicly available, is developed by the recipient independently and without reference to the discloser’s Confidential Information, or information that is or becomes available to recipient from a source other than discloser so long as the source did not, to recipient’s knowledge, acquire the information as a result of a violation of a duty of confidentiality to discloser. Customer’s Confidential Information includes the Customer Information. 6Connex’s Confidential Information includes pricing and service terms, product roadmap information, security information, and non-public technology.

**Customer Information** means: (i) Customer’s service marks, trademarks, and other branding elements, (ii) content provided by or on behalf of Customer or its Users for use and display on the Platform; (iii) information, materials or technology provided by or behalf of Customer for 6Connex’s use in creating Professional Services deliverables or for incorporation into Professional Services deliverables; (iv) Services outputs, such as reports and analytics; (v) data and metadata generated by Customer’s and its Users’ use of the Services; and (vi) personal data of Users.

**DPA** has the meaning given in Section 9 (Privacy).

**End User** means an individual, other than an Account User, who registers to attend a Customer event, purchases a ticket to attend a Customer event, uses or contributes to content on Customer’s hosted Platform, joins a community that communicates via the Platform, or otherwise accesses the Customer’s hosted Platform.

**End User Terms** means the terms of use described in Section 5.1.2 (End Users).

**Fees** means the charges for the Services set out in the Order(s) and payable in accordance with Section 6 (Fees and Payments).

**Mobile Application** means 6Connex mobile application(s) made available to Users for download on the Platform or 6Connex website. For clarity, Mobile Applications include those branded as “6Connex” or “Eventory” or other brand name.

**Order** means a written agreement prepared by 6Connex and signed by 6Connex and Customer that references these Terms and that describes the features and functionality of the Platform Services to be provided by 6Connex, the details of the related Professional Services, Fees, and related transactions details, as it may be amended in accordance with Section 12.12 (Amendments). For clarity, the term



Order as used in these Terms refers to a written transaction(s) agreement of this type whether it is titled “Order,” “Order Form,” “Service Order,” “Statement of Work” or other name.

**Personal Data** has the meaning given in [Section 9 \(Privacy\)](#).

**Platform** means the virtual event or content platform hosted by 6Connex and having the features described in the Order(s), including any related functions and tools such as interfaces, User communication features, data analytics, and management consoles.

**Platform Services** means 6Connex making available to Customer and its Users the online Platform that has been prepared for an event or other use case in accordance with the Order(s) for that event or use case; for clarity, these Terms cover Platform Services whether branded as “6Connex” or “Eventory” or other brand name.

**Professional Services** means implementation, configuration, planning, project management, content management, training, and other services other than Platform Services and Support that are described in an Order.

**Sensitive Data** has the meaning given in [Section 5.5 \(Customer Obligations/Sensitive Data\)](#).

**Services** means Professional Services, Platform Services, and Support.

**SLA** means the Service Level Agreement stated in [Section 2.4 \(Service Level Agreement\)](#).

**Support** means technical assistance to Customer’s Account Users as described in the Support policies referenced in an Order or online user documentation.

**Term** means the initial term and all renewal terms of the Agreement, collectively.

**Third-Party Technology(ies)** means third-party software, online services, or other technology that Customer uses with the Platform Services and that are either: (i) purchased by Customer directly from a third party, (ii) purchased by Customer from 6Connex as a reseller subject to Customer’s acceptance of the third party’s separate pass-through legal terms referenced in the Order; or (iii) are identified in the Order as a “third-party service” or with like terminology. Third-Party Technology(ies) include third-party services for which 6Connex agrees to provide an integration as part of the Platform Services such as live streaming audio or video, payment processing services, survey services, social media services, and webcasting.

**Updates** means bug fixes, error corrections, patches, and other routine updates to the Platform. Updates do not include new modules or new functions or features.

**Users** means Account Users and End Users, collectively.

**2. 6CONNEX SERVICES.** 6Connex shall provide the following Services, subject to the terms, conditions and



restrictions stated in the Agreement:

**2.1 Platform Services.** 6Connex shall provide the Platform Services for the Term of the Order. 6Connex shall provide Updates to the Platform Services and features that are part of the service modules covered by the Order without additional charge. Unless a more limited warranty is stated in an Order for specific Platform components 6Connex warrants for the Term of the Order that the Platform Services will materially conform to the description stated in the Order(s) and will be free from material defects.

**2.2 Professional Services.** 6Connex shall provide the Professional Services within the timelines stated in the Order, subject to Customer's timely provision of materials and information that are reasonably necessary for 6Connex to perform the Professional Services. 6Connex warrants that it will provide the Professional Services in a good and professional manner, using individuals who have appropriate training, experience, and skill.

**2.3 Support.** 6Connex shall provide Support in accordance with the Support policies referenced in the Order. 6Connex warrants that it will provide Support in a good and professional manner, using individuals who have appropriate training, experience and skill. 6Connex makes the response time commitments for live support with associated service credit remedies as stated in the SLA.

**2.4 Service Level Agreement.** 6Connex makes the following service level commitment, subject to the terms of this Section (the "SLA"):

**2.4.1 Availability.** The Platform Services shall be available for access and use by Users 99.9% of the time in any given calendar month. The service availability shall be calculated by excluding (i) scheduled maintenance; (ii) emergency maintenance requested by Customer that must by its nature only be conducted outside the scheduled maintenance window; (iii) downtime caused by any act or omission by Customer or its users in breach of this Agreement or the terms of use; a failure or malfunction resulting from equipment or services provided by Customer, and (iv) circumstances beyond 6Connex's reasonable control, including the failure of Third Party Technologies, or delay, interruption or failure of telecommunication or Internet transmission.

**2.4.2 Service Credits.** If 6Connex fails to meet the SLA during any calendar month, it shall credit to Customer a percentage of the service fee for the Platform Services covering that month in accordance with the following schedule:

<b>Service Level</b>	<b>Credit Amount</b>
99.7% to 99.9%	1.0% of service fee
99.5% to 99.7%	2.0% of service fee
Below 99.5%	3.0% of service fee

The service fee covering the month in which the SLA failure occurred shall be determined by pro-rating the fee paid for then-current initial or renewal term based on the number of months included in the then-current initial or renewal term.



**2.4.3 SLA Claim Process.** In order to receive a credit, Customer must make a written request that includes the dates and times of the unavailability of the Platform Services, a description of the alleged problem. Such written request must be received by 6Connex within thirty (30) days after the end of the month in which the unavailability of the Platform Services occurred. If 6Connex verifies that the service availability requirement was not met, a credit will be issued within thirty (30) days of 6Connex's receipt of the credit request

**2.5 Third Party Technology, Integration Features.** Third Party Technologies are covered by separate legal terms between the third party and the Customer. 6Connex makes no representations, warranties, support commitments or other service commitments whatsoever with respect to Third Party Technologies unless expressly stated otherwise in an Order. If 6Connex provides an integration feature for the Third-Party Technology, then that integration feature (but not the Third-Party Technology) is part of the 6Connex Services and is covered by the warranties and other commitments applicable to the Services. Customer acknowledges that 6Connex's integration features may be unavailable or may not work properly if the third party's API is unavailable or if the third party modifies its API, technology, or services in a way that impacts the 6Connex integration feature. 6Connex will use commercially reasonable efforts to modify its integration features to maintain compatibility with Third-Party Technologies but is not responsible for interruptions in the use of the Services that result from third-party changes or interruptions despite 6Connex's use of commercially reasonable efforts.

**2.6 Platform License.** The Platform is licensed to Customer on a limited term, non-exclusive basis solely for Customer's use as part of its internal business operations. Customer is not licensed to resell the Platform Services or use the Platform Services as part of its own services offering. The license may not be transferred or assigned except as part of an assignment of the Agreement that is permitted by [Section 13.4 \(Assignment, Subcontractors\)](#). Customer may permit the use of the Service only by individuals who are authorized as Users in accordance with [Section 5.1 \(Users\)](#) and may not otherwise sublicense or permit the use of the Service by any other individuals. The license is worldwide, subject to applicable export laws. The license expires on the expiration of the Term and may be suspended or terminated by 6Connex prior to expiration as part of a permitted suspension of Services or termination of the Agreement under [Section 10 \(Term, Termination\)](#). Customer may not: (i) use or permit the use of the Services in excess of the applicable usage limits established in the Order, (ii) copy any part of the 6Connex Technology for use other than on the Platform, except for copies of 6Connex's general release user documentation which may be copied as reasonably incident to the permitted use of the Services, (iii) modify the 6Connex Technology, combine the 6Connex Technology with other software or technology, or create any derivative works of the 6Connex Technology, (iv) use or permit any person to use the 6Connex Technology for the purpose of developing a competing software program or service, (v) use the 6Connex Technology or Platform Services other than by means of a site or interface provided or approved by 6Connex, (vi) publish any benchmarking results or other performance analysis of the 6Connex Technology, (vii) reverse engineer, disassemble, or decompile the 6Connex Technology or attempt to discover any underlying algorithm or method embodied by the 6Connex Technology except to the extent applicable law permits such activity notwithstanding this limitation, and then only on advance written notice to 6Connex of at least thirty (30) days, or (viii) use the 6Connex Technology in any situation where failure or fault of the 6Connex Technology could lead to death or serious bodily injury of any person or damage to tangible property or environmental damage.



**2.7 Mobile Application License.** Mobile Applications are licensed by 6Connex to Users on a non-exclusive, limited term basis, solely for use in connection with the administration and use of the Platform Services as permitted by the Agreement and are subject to all of the conditions and restrictions stated above for the Platform license.

**2.8 Customer Affiliates.** Customer may authorize its Affiliates to use the Services, subject to the terms, conditions and restrictions stated in the Agreement, provided that, Customer remains responsible for the use of the Services by its Affiliates to the same extent as for its own direct use. In the alternative, a Customer Affiliate may place an Order in the Affiliate's own name, in which case the parties to the Agreement as to the Services described in that Order will be 6Connex and the Affiliate that is the other party to the Order, and each reference in this Agreement to "Customer" shall be read to refer to the Customer Affiliate.

**3. 6CONNEX REPRESENTATIONS AND WARRANTIES.** In addition to the warranties stated in Section 2 (*6Connex Services*), 6Connex makes the following representations and warranties:

**3.1 Malware.** 6Connex shall use reasonable commercial efforts to avoid introducing to Customer's Platform or systems any virus, spyware, or other unauthorized code or information that is designed to interrupt the normal use of the Platform or systems or corrupt any data or covertly transmit to a third party any information regarding Customer or the Users.

**3.2 Infringement.** Customer's use of the 6Connex Technology as permitted by the Agreement will not infringe on any third-party patents, copyrights, trademark, trade secrets or other intellectual property right, provided that as to third-party patents, the representation is made to 6Connex's knowledge. Customer's sole and exclusive remedies for a breach of the warranty in this Subsection are stated in Section 11 (*Indemnification*) below.

**3.3 Compliance with Law.** 6Connex shall provide the Services in accordance with applicable laws and regulations.

#### **4. CUSTOMER INFORMATION.**

**4.1 Ownership of Customer Information.** As between Customer and 6Connex, Customer retains all right, title and interest in and to the Customer Information and 6Connex may use the Customer Information only: (i) as strictly necessary to provide the Services, (ii) as expressly permitted by Subsection 4.2 (*Systems Generated Metadata*), (iii) as expressly permitted by an End User pursuant to the Data Collection Consent portion of the End User Terms, and (iv) as expressly permitted in Section 8 (*Confidential Information*). Customer represents and warrants that 6Connex's use of the Customer Information to provide the Services as permitted by subpart (i) of this Agreement will not infringe, misappropriate, or violate the intellectual property rights of any third party, or violate the rights of publicity or privacy of any individual.

**4.2 Systems Generated Metadata.** "Systems Generated Metadata" is data about the use of the 6Connex





Platform by Customer and its Users, such as navigation paths, features used, content viewed, and resource consumption. 6Connex may use that part of Customer Information that is comprised of Systems Generated Metadata to improve its services offerings generally (such as user experience analysis) to and to manage its business and operations generally (such as resource planning and insurance procurement), subject to Section 8 (Confidential Information) and Section 9 (Privacy).

**4.3 Destruction.** 6Connex shall retain Customer Information related to each Order for at least ten (10) days following expiration or earlier termination of the Order but may destroy the Customer Information after that time, provided that 6Connex shall retain Customer Information for up to an additional thirty (30) days as requested by Customer in a written notice given prior to the expiration of the ten (10) day period. 6Connex shall destroy Customer Information on Customer's request following expiration or earlier termination of the Order except: (i) as requested by Customer for purposes of providing Services under other Orders that may be entered into between 6Connex and Customer, (ii) as to Systems Generated Metadata for use as permitted under Section 4.2 (*Systems Generated Metadata*), (iii) as to End User Personal Data, as expressly permitted by the Data Collection Consent portion of the End User Terms, and (iv) as to Account User Personal Data, as consistent with 6Connex's published Privacy Policy and its reasonable and customary record-keeping requirements.

## 5. CUSTOMER OBLIGATIONS

### 5.1 Users.

**5.1.1 Account Users.** Customer may authorize as Account Users only its and its Affiliate's personnel and the personnel of contractors retained by Customer to provide services in support of Customer's internal business operations. Customer is solely responsible for de-activating or updating permissions and authentication credentials for Customer's Account Users, such as on the termination of employment of an Account User. Customer authorizes 6Connex to act on the instructions of any person who authenticates using active account credentials that Customer or the Account User has established.

**5.1.2 End Users.** Customer may authorize as End Users individuals who register using either the 6Connex registration process or a third-party registration process that is approved by 6Connex and includes a mutually agreeable means of data exchange with the 6Connex platform. (For clarity, any third-party registration process is a Third-Party Technology.) As part of the registration process End Users shall be required to accept 6Connex's end user terms published at [www.6connex.com/legal](http://www.6connex.com/legal), as they may be amended in accordance with Section 13.11 (*Amendments*) or Customer's end user terms that include terms substantially the same as the 6Connex end user terms (the "**End User Terms**"). The 6Connex standard form of End User Terms will be made a part of the 6Connex registration process unless Customer has provided a link to an online version of its own set of end user terms that meet these requirements.

**5.2 Technical Contact.** To facilitate the implementation and ongoing interaction with 6Connex, Customer shall appoint a technically proficient individual who has decision making authority over the details of the implementation and day-to-day use of the Services (the "**Customer Technical Contact**"). The Customer Technical Contact will serve as 6Connex's single point of contact with the implementation



of the Services. The Customer Technical Contact shall be reasonably available to confer with 6Connex on the details of the implementation by email or telephone.

**5.3 Security.** Customer must use reasonable security precautions in connection with Customer's use of the Services such as requiring Customer's Users to establish reasonably secure passwords and using commercially reasonable efforts to protect Customer systems and data from malware and other threats. Customer agrees that Customer is responsible under the Agreement for any unauthorized use of the Services resulting from Customer's failure to use reasonable security precautions.

**5.4 Compliance with Law and Acceptable Use Norms.** Customer shall provide Customer Information and use the Services in compliance with applicable law and norms for acceptable use for online services such as those published by Amazon Web Services at <https://aws.amazon.com/aup/>. Specifically, but without limitation Customer may not permit any person access or use the Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation or in violation of other applicable export laws. For example: (i) Customer may not authorize any person to use or access the 6Connex Technology if that person is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), or is located in or is a national of any country that is embargoed under United States export laws; (ii) Customer may not use or permit the use of any 6Connex Technology to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; and (iii) Customer may not permit the use of the 6Connex Technology by any person who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems. Each party represents that it is not on any restricted persons list maintained by the U.S., Canada, or any member of the United Kingdom or European Union.

**5.5 Sensitive Data.** Customer acknowledges that the Platform is not designed for processing personal data that is covered by a special regulatory scheme or industry standard ("**Sensitive Data**"). Sensitive Data includes data such as: (i) private financial information under the US Gramm-Leach-Bliley Act and its regulations, (ii) protected health information under the US Health Insurance Portability and Accountability Act and related laws and regulations, (iii) personal data about children covered by the US Children's Online Privacy Protection Act, (iv) genetic, biometric and other special categories of data under the EU General Data Protection Act, and (v) cardholder data covered by the Payment Card Industry Data Security Standard. Customer shall not use or authorize the use of the Services for processing Sensitive Data and shall use reasonable measures to restrict Users from using the Services to transmit or store Sensitive Data.

## 6. FEES AND PAYMENTS.

**6.1 Fees.** Customer shall pay the Fees stated in each Order at the times stated in the Order. Unless otherwise agreed in an Order, 6Connex may increase its Fees as follows: (i) as of the effective date of an Order renewal term; and (ii) on thirty (30) days written notice at any time during the Term, but only to the extent 6Connex's third party services provider has materially increased its fees to 6Connex. Fees are non-refundable except as expressly stated otherwise in the Agreement. Any discounts stated in an Order





apply to the initial term only unless otherwise stated in the Order.

**6.2 Expenses.** Customer is not required to pay any 6Connex expenses unless expressly required by an Order or other written agreement.

**6.3 Taxes.** Fees are stated exclusive of any sales, value added, use, excise, goods and services, import/export duties and levies, and like transactions taxes (“**Sales Tax**”). Customer must pay 6Connex any Sales Tax that 6Connex is required to collect and remit unless Customer has provided reasonably satisfactory evidence of a tax exemption in advance of invoicing. Customer may not withhold any taxes from fee payments, except for withholding (or similar) taxes that Customer is legally required to withhold under laws applicable to Customer. If Customer withholds any taxes, it shall gross up the amount paid such that the amount paid to 6Connex net of the withholding tax is equal to the invoiced amount, or with 6Connex’s written consent, is not required to gross up the fee but shall promptly provide documentation of the withholding as reasonably requested by 6Connex, including documentation necessary to support 6Connex’s claim for any foreign tax withholding credit.

**6.4 Payments.** Fees must be paid in U.S. Dollars unless another currency is stated in the Order. 6Connex may charge interest on overdue amounts at the lesser of 1.5% per month or the highest non-usurious rate under applicable law. If any payment is more than fifteen (15) days past due and has not been cured within fifteen (15) days of 6Connex’s notice of the overdue payment, 6Connex may suspend all or any part of Customer’s Services or begin legal collection efforts, or both. 6Connex may charge Customer a reasonable fee to reinstate its Services after a suspension and may recover from Customer its reasonable expense of collection, including court costs and attorney fees.

**6.5 Fee Disputes.** If Customer reasonably disputes an invoiced amount in a written notice given prior to the due date for the invoice, 6Connex shall extend the due date for the disputed amount for thirty (30) days (i.e., the disputed amount shall not be “due” until the date that is thirty (30) after the original due date). During the thirty (30) day extension the parties shall cooperate in good faith to resolve the dispute. Any suspension, termination or other enforcement rights that 6Connex has for overdue fees may not be taken during the thirty (30) day extension and no late interest will accrue even if it is ultimately determined that 6Connex’s position with respect to the disputed amount is correct.

**7. SECURITY.** 6Connex shall put in place and maintain reasonable and appropriate administrative, physical, and technical security measures to protect against unauthorized access, alteration, disclosure, and accidental or unlawful destruction or loss of Customer Information (“**Unauthorized Access**”). Customer acknowledges that 6Connex has given Customer the opportunity to review the details of 6Connex security measures and Customer agrees that those measures are reasonable and appropriate with respect to the Customer Information and Customer’s use of the Services. 6Connex shall notify Customer of any Unauthorized Access promptly on discovery and shall provide information and cooperation as Customer may reasonably request to investigate and address the Unauthorized Access. Customer acknowledges that no Internet-based service can be made completely secure and that 6Connex does not, therefore, guaranty that the measures described in this Section will provide absolute security against Unauthorized Access.

**8. CONFIDENTIAL INFORMATION.** Neither party may use the other party's Confidential Information except



in connection with the performance of its obligations or exercise of its rights under this Agreement, as may be otherwise expressly permitted under this Agreement, or as required by law. Each party agrees not to disclose the other party's Confidential Information to any third person except as follows: (i) to the party's respective service providers, agents and representatives, provided that such service providers, agents or representatives are bound by written confidentiality measures that are at least as stringent as these terms; (ii) in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other advance written notice of at least seven (7) days prior to disclosing the other party's Confidential Information under this subparagraph (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law or a reasonable interpretation of it, forbids such notice, or (iii) as otherwise expressly permitted by the Agreement. On expiration or earlier termination of the Agreement, each party will return or destroy the other party's Confidential Information. If a party believes it is not technically feasible to completely destroy the other party's Confidential Information as required by this Section, it will give the other party written notice describing the Confidential Information and the circumstances that make destruction infeasible. All Confidential Information retained by party following termination of the Agreement remains subject to the requirements of this Section. The recipient will use commercially reasonable care to safeguard the discloser's Confidential Information. 6Connex's security measures described in Section 7 (Security) constitute 6Connex's use of commercially reasonable care. Each of Customer and 6Connex is responsible for a breach of this Section by its service providers, agents and representatives to whom it has disclosed the other party's Confidential Information.

**9. PRIVACY.** Personal Data that is part of the Customer Information is Customer "Confidential Information" covered by the 6Connex commitments stated in Section 8 (Confidential Information). The Data Processing Addendum published at [www.6connex.com/legal](http://www.6connex.com/legal), as it may be modified from time to time in accordance with Section 13.11 (Amendments) (the "DPA") is incorporated in these Terms by this reference. The parties intend for their signatures on the Order in which these Terms are incorporated to serve as the required signature as data importer (for 6Connex) and data exporter (for Customer) on each of the EU Standard Contractual Clauses (the "EU SCC") and UK Standard Contractual Clauses (the "UK SCC"), including those appendices of each of them that are required to be signed.

## **10. TERM, TERMINATION.**

**10.1 Term of Order.** The initial term of each Order is stated in the Order, or if no initial term is stated within the Order, the initial term shall be twelve (12) months from last date of signature. On expiration of the initial term the Order renews for consecutive renewal terms of twelve (12) months each at the then current rates unless a party gives a written notice to the other party of non-renewal at least thirty (30) days prior to expiration of the initial term or then-current renewal term, as applicable.

**10.2 Termination for Breach.** A party may terminate the Agreement (including all Orders for all events and uses even if unrelated to the breach) if the other party is in material breach of these Terms or any Order, provided that if the breach is curable, the terminating party has first given the other party written notice describing the breach in reasonable detail and the other party has failed to cure the breach within thirty (30) days.

**10.3 Early Termination Other than for Breach.** The Agreement (including all Orders) may be terminated



without liability to either party as follows: (i) by 6Connex as provided in Section 11 (Indemnification), and (ii) by either party if the other party enters into compulsory or voluntary bankruptcy, liquidation, or ceases for any reason to carry on business, or takes or suffers any similar action that the other party reasonably believes will materially impacts its performance under the Agreement (including payment of Fees).

**10.4 Suspension.** 6Connex may suspend the Services if Customer's use of the Services in violation of this Agreement creates an imminent operational or security risk, provided that 6Connex gives as much advance notice of the suspension as is practicable under the circumstances and reinstates the Services when the grounds for the suspension no longer exist.

**10.5 Obligations on Expiration, Termination.** The licenses and Services covered by the Order terminate on expiration or earlier termination of an Order. Unless termination is by Customer for 6Connex's breach, the unpaid Fees for the remaining part of the then current initial term or renewal term are due and payable on the effective date of expiration or termination. On Customer's written request, 6Connex will use its standard tools to export Customer Information from the Platform at 6Connex's expense, or if Customer asks for the Customer Information in a format that is not supported by these tools will negotiate with Customer in good faith to export the Customer Information in that format at its then-current time and materials rates.

**10.6 Survival.** The following provisions of these Terms survive expiration or termination of this Agreement: Section 1 (*Defined Terms*), as to any defined terms used in other surviving sections, Section 4 (*Customer Information*), Section 6 (*Fees and Payments*) as to any Fees or expenses remaining unpaid at the time of expiration or termination, Section 7 (*Security*) for so long as 6Connex retains Customer Information, Section 8 (*Confidential Information*) for so long as either party retains the other party's Confidential Information, Section 9 (*Privacy*) for so long as 6Connex retains any Personal Data (as defined in DPA); Section 10.5 (*Obligations on Expiration, Termination*), this Section (Survival), Section 11 (*Indemnification*), Section 12 (*Disclaimers, Limitations of Remedies, Limitations on Liability*), Section 13 (*General*), and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

## 11. INDEMNIFICATION

**11.1 6Connex Indemnity.** 6Connex shall (i) defend any third party claim or action brought against Customer to the extent it asserts that Customer's or the Users' use of the 6Connex Technology as permitted by this Agreement infringes or misappropriates intellectual property rights of a third party in the United States or a country with whom the United States has a treaty for the reciprocal recognition of intellectual property rights (an "IP Claim"), and (ii) indemnify and hold Customer harmless from and against any losses, damages, and expenses (including reasonable attorneys' fees) ("**Losses**") resulting from the IP Claim. Notwithstanding the foregoing, 6Connex shall have no obligation or liability to defend or indemnify an IP Claim to the extent it results from (A) an unauthorized modification of the 6Connex Technology, (B) a combination or use of the 6Connex Technology with any other information, materials or technology not provided or authorized by 6Connex, or (C) Customer's use of a version of the 6Connex Technology after the time that 6Connex has provided a substitute version of the 6Connex Technology



that avoids the IP Claim but is functionally equivalent to the version it replaces. If an IP Claim is asserted or if 6Connex believes an IP Claim is reasonably likely to be asserted, 6Connex may, in its sole discretion: (X) procure, at no cost to Customer, the right for Customer to continue using the 6Connex Technology free from the IP Claim; (Y) replace or modify the 6Connex Technology so that it is free from the IP Claim, provided that the substitute version is functionally equivalent to the version it replaces; or (Z) if 6Connex is not able to do either of (X) or (Y) through the use of commercially reasonable efforts, terminate the Agreement and refund prepaid fees for unused Services.

**11.2 Customer Indemnity.** Customer shall (i) defend any third party claim or action brought against 6Connex arising from or in connection with: (A) an assertion that any Customer Information, or 6Connex's use of the Customer Information as permitted by this Agreement infringes, misappropriates or violates intellectual property rights or rights of publicity or privacy of a third party, and (B) a breach by Customer of Sections 5.1 (Users), Section 5.3 (Security), Section 5.4 (Compliance with Law, Acceptable Use Norms), and Section 5.5 (Sensitive Data) of this Agreement, and (ii) indemnify and hold 6Connex harmless from and against any Losses resulting from the claim.

**11.3 Procedures.** The indemnified party must give notice of an indemnified claim promptly and in no event more than ten (10) days after learning of the indemnified claim, provided that, failure to give prompt notice shall not relieve the indemnifying party of its obligations under this Section except to the extent the delay adversely impacts the defense of the matter. The indemnifying party shall control the defense of the indemnified claim, including choice of counsel, provided that the indemnified party may participate in the defense of the claim with counsel of its choice, at the indemnified party's expense. The indemnified party shall provide assistance and information as the indemnifying party may reasonably request in connection with the defense of the matter. The indemnifying party shall keep the indemnified party reasonably updated regarding the status of the defense of the matter. The indemnifying party may settle an indemnified claim, provided that the consent of the indemnified party is required unless the settlement fully resolves the liability of all indemnified persons and does not require any of them to make any admission of fault or statement of fact on the basis of which fault may be assigned.

## 12. DISCLAIMERS, LIMITATIONS OF REMEDIES, LIMITATIONS ON LIABILITY

**12.1 SLA, Service Warranty Breach.** The credit remedies stated in the SLA are the sole and exclusive remedies for events giving rise to the credit. Customer's sole and exclusive remedy, and 6Connex sole and exclusive obligation with respect to a breach of the warranties stated in Section 2.1 (Platform Services), Section 2.2, (Professional Services), and Section 2.3 (Support) is to cure a material breach by promptly re-performing the non-conforming Services, or if 6Connex is unable to promptly re-perform the Services, Customer may terminate the Order and receive a refund of fees paid for the Services for the month in which Customer gave a notice of the breach plus any unused fees for prepaid Services.

**12.2 Warranty Disclaimer.** **Except as expressly stated in this Agreement, neither party makes any representations or warranties of any kind and hereby disclaims any other warranty including any implied warranties of merchantability, fitness for a particular purpose, and course of dealing.** 6Connex does not warrant that the Platform will be completely secure or error free, or that Customer's use of



Platform will be uninterrupted.

**12.3 Excluded Damages.** Except for damages arising from a party's breach of Section 8 (Confidential Information) or arising from a party's infringement or misappropriation of the other party's rights in intellectual property, neither party nor its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, or subcontractors is liable to the other party for (i) any indirect, special, incidental, or consequential loss or damage of any kind, including any lost profits, revenue, business opportunities, use or loss of data, customers, contracts, goodwill or reputation, even if the party has been advised or should be aware of likelihood of the damages, or (ii) for any punitive or exemplary damages. Neither party is liable for any loss that could have been avoided by the damaged party's reasonable efforts to mitigate the damages. 6Connex is not liable for any damages to the extent they arise from the use of the Services by Customer or its Users to store or process Sensitive Data.

**12.4 Maximum Liability.** Notwithstanding anything in the Agreement to the contrary, except for liability arising from: (i) death or personal injury to the extent caused by 6Connex's negligence, (ii) willful misconduct, (iii) fraud or fraudulent misrepresentation, or (iv) any other matter for which liability may not be excluded or limited under applicable law, the maximum aggregate liability of 6Connex and its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, and subcontractors in connection with the subject matter of the Agreement or any Order shall not in the aggregate exceed the total amount paid or payable for the Services from which the claim arose for the twelve (12) months immediately preceding the event(s) that gave rise to the claim.

**12.5 Other.** The parties acknowledge that 6Connex has set its prices and entered into the Agreement in reliance on the limitations of remedies and liability stated in the Agreement and that these clauses reflect an agreed allocation of risk between the parties. The limitations stated in this Section apply to any liability arising from any cause of action, including tort, commercial code, strict liability, or otherwise, **even if a limited remedy fails of its essential purpose.** For clarity, the limitation stated in the subsection "Maximum Liability" is an aggregate limitation and is not "per incident." Nothing in this Subsection precludes a party from seeking specific enforcement, injunctive relief, or other non-monetary equitable remedy that is available by law. If these limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

## 13. GENERAL

**13.1 Reservation of Rights.** Except for the limited licenses expressly stated in this Agreement, 6Connex retains all right, title and interest in and to the 6Connex Technology and 6Connex's other intellectual property, and Customer retains all right, title and interest in and to the Customer Information and Customer's other intellectual property. Each provider of a Third-Party Technology retains all right, title and interest in and to its technology and related intellectual property and Customer is licensed to the Third-Party Technology only as expressly authorized in the legal terms governing the Third-Party Technology. For clarity, there are no "works made for hire" to be provided under this Agreement, and all Professional Services deliverables are 6Connex Technology excluding only the portion of those deliverables that may be Customer Information. No rights in intellectual property may arise by implication or estoppel.



**13.2 Notices.** Customer's routine communications to 6Connex should be sent to Customer's 6Connex account team. Customer's notices regarding termination of the Agreement for breach, indemnification, or other legal matter must be sent by email to: [legalnotice@6connex.com](mailto:legalnotice@6connex.com) and copied by first class U.S. mail or registered international mail to Dura 6C, LLC dba 6Connex, 425 Soledad Street, Suite 500, San Antonio, Texas 78205, ATTN: Legal Department. 6Connex's routine communications will be sent to the appropriate account contacts specified by Customer. 6Connex's legal notices will be sent by email to the individual(s) designated as Customer's primary business contact(s) and copied by first class U.S. mail or registered international mail to Customer at its address on 6Connex's records. Notices are deemed received as of the time sent by email, or if that time does not fall within a business day, as of the beginning of the first business day following the time sent. For purposes of counting days for notice periods, a "business day" is Monday – Friday excluding federal public holidays in the United States, and the business day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

**13.3 Publicity, Use of Marks.** 6Connex may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases, provided that 6Connex does not state or imply that Customer endorses 6Connex's products or services and 6Connex complies with Customer's trademark usage guidelines.

**13.4 Assignment, Subcontractors.** Neither party may assign the Agreement or any Order without the prior written consent of the other party except to an Affiliate. Notwithstanding the foregoing, however, each party shall be permitted to assign this Agreement and Orders, without the other party's prior written consent, to any entity that succeeds to the assigning party by way of a merger, consolidation, reorganization or sale of all or substantially all of that portion of its business to which this Agreement relates, provided that in connection with any such assignment, (i) assignor gives written notice of such assignment to the non-assigning party and (ii) the assignee agrees in writing to be bound to the terms and conditions of this Agreement. This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment which is accordance with this section will be null and void. 6Connex may use its Affiliates or subcontractors to perform all or any part of the Services, but 6Connex remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if 6Connex performed the Services itself.

**13.5 Force Majeure.** Neither party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond its reasonable control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

**13.6 Governing Law, Disputes.** The Agreement is governed by the laws of the State of Texas and the United States of America as applicable, exclusive of any choice of law principle that would require the application of the law of a different jurisdiction. The parties expressly and irrevocably disclaim and waive the application of the United Nations Convention on Contracts for the International Sale of Good and





the Uniform Computer Information Transactions Act. The parties agree that neither the Services nor the Platform are considered “goods” covered by any State version of the Uniform Commercial Code. Except for a request for temporary injunctive or other equitable relief, each party agrees that it shall not file a lawsuit or other legal action in connection with the subject matter of this Agreement unless it has first given the other party written notice of the dispute and attempted to resolve the dispute through good faith negotiation. At the request of either party, the dispute will be submitted for non-binding mediation conducted by a mutually acceptable mediator to be held in San Antonio, Texas. The parties will share equally the costs of the mediation, exclusive of any fees paid by a party to its internal or external legal advisors, accountants and experts in connection with the dispute. The use of any mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. If the dispute is not resolved through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation, the parties are free to file a lawsuit or other action. This Agreement is performable within Bexar County, Texas. Each party voluntarily submits to the exclusive jurisdiction and venue of the federal and state courts sitting within Bexar County, Texas, and agrees that it shall bring and maintain any lawsuit or other legal action related to the subject matter of this Agreement only in a court sitting in Bexar County, Texas. Neither party shall dispute the personal jurisdiction of such courts, and each party waives any objection it may have as to the venue of such court. **To the extent permitted by applicable law, each party waives the right to a trial by jury in respect of any litigation arising out of this Agreement and the parties’ activities regarding this Agreement.** The prevailing party in any action or proceeding relating to this Agreement is entitled to recover reasonable legal fees and costs, including attorney’s fees. Customer must pay or reimburse 6Connex’s reasonable actual attorneys’ fees and other expenses incurred in connection with any third-party subpoena, warrant or other mandated disclosure that is unrelated to any claim between Customer and 6Connex.

**13.7 Referrals to Third-Party Service Providers.** As a convenience to Customer, 6Connex may identify unaffiliated third parties who perform technology management, migration, or other services useful to Customer. 6Connex does not endorse any third party and **makes no representation or warranty whatsoever regarding third parties it identifies for Customer’s consideration.** Customer is responsible for investigating the third party’s qualifications and skills.

**13.8 Anti-Corruption Laws.** Each party hereto represents, warrants and covenants that: (a) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof; and (b) it shall comply in all material respects with the US Foreign Corrupt Practices Act, the U.K. Bribery Act, and the Canadian Corruption of Foreign Public Officials Act.

**13.9 Order of Precedence.** If there is a conflict between the terms of the Agreement, the documents will govern in the following order: the Order as to any matter that these Terms expressly permits to be controlled by a term of the Order, these Terms, the other terms of an Order. The pre-printed terms of Customer’s purchase order or other business form are void and of no effect whatsoever.

**13.10 Interpretations.** The Agreement is written in English; any translation to a language other than



English is for convenience and is not a part of the Agreement. The term “person” refers to any legal person and may mean a natural person (individual), a legally created person (such as a trustee, or executor), or an entity (such as a corporation, partnership, or limited liability company). The word “process” means to record, store, organize, structure, analyze, query, modify, combine, encrypt, display, disclose, transmit, receive, render unusable, or destroy, by automated means or otherwise. The word “including” means “including, without limitation.” The words “will” and “shall” are words of obligation, not expressions of intent or expectation. All references to monetary amounts mean United States Dollars unless otherwise indicated. The term “party” or “parties,” either in lower- or upper-case form, refers to the signatories to this Agreement unless specifically described as a “third party.” A reference to “day” means a calendar day, unless expressly designated as a “business” day. The term “personnel” refers to employees of the person referred to and individual contractors of the person referred to if the individuals are under the direct supervision of the person referred to. All software provided under this Agreement is licensed and not sold; any use of the term “sale” or like word means a sale of a license. Any requirement in this Agreement that a statement be written, in writing, or a like requirement is satisfied by an email or other digital form of writing unless expressly stated otherwise. Nouns stated in the singular may imply the plural as indicated by the context, and pronouns that are gender specific should be read to refer to either gender. The Section captions in this Agreement are for convenience only; they are not part of this Agreement and should not be used to interpret the terms of this Agreement. References to sections in any of the documents that comprise the Agreement are references to the sections of the document in which the references appear unless otherwise indicated.

**13.11 Amendments.** 6Connex may modify these Terms, the DPA, and End User Terms by posting a revised version on its website and notifying the Customer of the revisions via reasonable means, which may include announcing the revision on the Customer’s administrative interface. The revised version shall become applicable as to Customer’s Order(s) as of the first renewal that follows 6Connex’s notice of the revision by at least ninety (90) days. Order(s) may be modified only by an amendment that specifically references the Order and that is signed by officers of both parties.

**13.12 Severability, Waiver.** If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

**13.13 Relationship Between the Parties.** The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. The use of the words “partner” or “partnership” in this Agreement or otherwise refers only to a business relationship, and does not create or reflect any legal partnership, joint venture, or other fiduciary or other special relationship between the persons described as partners. Nothing in this Agreement creates an obligation of exclusivity or non-competition. Each party is free to purchase and sell services of the type described in the Agreement to any person, including competitors of the other party.

**13.14 No Third Party Beneficiaries.** Except as expressly stated otherwise, there are no third-party



beneficiaries to the Agreement.

**13.15 Entire Agreement.** These Terms, including documents incorporated by reference, and Exhibits attached hereto and any Order(s) entered into pursuant to these Terms, constitute the entire understanding and agreement of the parties within the subject matter hereof, and cancels and supersedes any and all prior negotiations, correspondence, representations, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof.

*6CONNEX, 6Connex, the 6CONNEX logo, the phrase “powered by 6CONNEX” “Eventory”, and the Eventory logo are trade- or service marks of 6Connex.*