

Sync Technologies Appendix A – Definitions

1. Acknowledgement

The answer Sync Event sends to confirm reception of a Query or Bug report to Organizer or Members.

2. Affiliate

Any entity, individual, firm, or corporation that directly or indirectly controls, or is controlled by, one of the Parties, whereby “control” means the power to direct the management and policies of such Affiliate, whether through ownership of a majority of voting securities, contract, or otherwise.

3. Agreement

The T&Cs, together with any Subscription Forms, appendices, Data Processing Addendum, Privacy Policy, and SLA as applicable to Organizer.

4. Attendee

Any individual registered to attend an Event or attending an Event, including Exhibitor's Personnel organized by Organizer, to the exclusion of Organizer's Personnel.

5. Block

The Event Block or Registration Block as follows and further described in **Appendix B**:

5.1 Event Block

A defined maximum volume of Attendees and/or Exhibitors purchased by Organizer or made available by Sync Event to Organizer that shall be used for Sync Event Platform.

5.2 Registration Block

A defined maximum volume of Attendees and/or Exhibitors purchased by Organizer or made available by Sync Event to Organizer that shall be used for Registration Services only, and that may be purchased in addition to Event Block.

6 Bug

Any malfunction or error in the Platform classified in one of the following three categories:

6.1 Minor Bug

A feature of the Platform encounters a simple cosmetic malfunction which does not affect Organizer or Members' direct use of the Platform or Products. For instance, the following, without limitation, can be qualified as Minor Bugs: the font, color, or buttons on the Platform are not properly displayed.

6.2 Major Bug

An important but non-essential feature of the Platform is not working, but the Platform remains accessible to Organizer and Members. For instance, the following, without limitation, can be qualified as a Major Bug: impossibility to display the content of chat messages.

6.3 Critical Bug

The entire Platform is inaccessible during an Event to Organizer and/or at least sixty percent (60%) of the concerned Event's Attendees.

7. Bug Reporter

Any Organizer or Member reporting a Bug via the relevant communication channels as specified by Sync Event in the SLA.

8. Bug Resolution Time

The time period between Sync Event's categorization of a Bug and when a solution and/or workaround is deployed by Sync Event minus the total time in which Sync Event is awaiting further requested information from the relevant parties.

9. Business Day

Depending on the location of the Sync Event Entity that executed the Agreement with Organizer:

10. Confidential Information

Any non-public information, written or oral, that relates to the past, actual, or anticipated commercial, financial, legal, or technical business disclosed by a Party (“Disclosing Party”) to the other Party (“Receiving Party”). This includes any proprietary information, trade secrets, know-how, and information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, such as the business and marketing plans, technology and technical information, product plans and designs, pricing and business processes of the Disclosing Party.

11. Community

An online and virtual forum created by Organizer on Organizer’s Area enabling Organizer’s Members to network, share content, meet, interact, purchase products with or from other Members, before, during, and after Organizer’s Events, without time limitations during the Term, and attend Organizer’s Events.

12. Data Protection Law

All applicable data protection and privacy legislation in force at the relevant time, including any updates or amendments, which applies to a Party relating to the use of personal data, including the California Consumer Privacy Act of 2018 (A375).

13. Effective Date

For the Free Plan, the initial date when Sync Event Solutions are first made available to Organizer by Sync Event or, for the Subscription Plan, the date of execution of the Subscription Form by Organizer.

14. Event

Any online, in-person, or hybrid conference, show, or similar gathering organized or facilitated by Organizer in the Organizer Area and/or onsite while using the Sync Event Solutions, for a limited

time but no longer than 90 days, either standalone or as part of a Community, for the benefit of Organizer's Members.

15. Exhibitor

Any company, business, organization, or legal entity taking part in an Event and/or Community, managing an Exhibitor Booth via the Exhibitor Center, and with the ability for its Personnel to attend Organizer Events and/or be part of Organizer's Communities on its behalf.

16. Exhibitor Booth

Physical or virtual area specifically reserved for an Exhibitor at an Event and/or Community to allow display of Exhibitor's products and services and interaction with attending Members.

17. Intellectual Property Rights (or "IP Rights")

Any respective patents, inventions, copyrights, trademarks, logos, service marks, trade names, domain names, trade secrets, know-how, and other intellectual property and proprietary rights under Applicable Law.

18. Limit

If applicable under a specific Plan, the maximum number of Attendees and/or Exhibitors which can be registered to Events during one contractual year.

19. Member

Any individual using the Platform, attending an Event, or taking part in a Community, including, but not limited to, Attendees, Exhibitor's Personnel, Organizer's Personnel, and any other natural person who is not an Attendee, Exhibitor or Personnel, and is able to access the Platform and an Event through a one-time link provided by Organizer without registering an account on the Platform.

20. Organizer

A professional event planner, legal entity, or organization that enters into the Agreement with Sync Event to create, plan, and manage one or more Events and/or Communities on the Platform.

21. Organizer Account

The online profile created by Organizer to access the Platform and organize any Event and/or Community.

22. Organizer Area

The unique digital space in the Platform generated by Organizer to allow its Members to attend its Events and Communities and access Organizer Content.

23. Organizer Branding

Any and all of Organizer's trademarks, logos, and other distinctive marks or signs.

24. Organizer Content

Any information and material that Organizer transmits through the Platform to be displayed during an Event and/or shared on a Community, including, but not limited to, text, graphics, photographs, logos, trademarks, contributions, audio-visual content, interactive content, and recordings, but excluding Member's Personal Data and any IP Rights owned by Sync Event and its licensees.

25. Organizer Seat

Online access to the Studio for one Organizer's Personnel.

26. Party

Either Sync Event or Organizer, and its Affiliates when relevant.

27. Personnel

Any directors, managers, members, officers, employees, consultants, and agents of the relevant Party or entity.

28. Personal Data

Any information defined as personal data, personal information, or a similar term by Data Protection Law, and any other information that identifies, relates to, describes, or is capable of being associated with, directly or indirectly, an individual.

29. Plan

The Free Plan and any paid Subscription Plan, collectively, as described below:

29.1 Free Plan

The contract allowing Organizer to create, plan, and manage Event(s) and/or Communities on the Platform within the limits imposed by Sync Event, at its sole discretion, without paying Subscription Fees or signing a Subscription Form.

29.2 Subscription Plan

The contract allowing Organizer to create, plan, and manage Event(s) and/or Communities on the Platform within the limits specified in the relevant Subscription Form against the payment of the Subscription Fees.

30. Platform

The proprietary event and community software created, owned, operated, and provided by Sync Event, made accessible to Organizer and its Members through the Sync Event Container Platform, the Branded Platform, or White Label Platform and which, allows Organizer to create and host Events and Communities.

31. Products

The Platform, features, and any New Version, including, but not limited to, the Sync Event Container Platform, Branded Platform, White Label Platform, Attendees and/or Exhibitors Blocks and any other features provided by Sync Event to Organizer, as further described in **Appendix B**.

32. Professional Services

The work performed by Sync Event Personnel to provide assistance, support, and dedicated features as described in **Appendix B**.

33. Query

Any question from Members or Organizer in relation to use of the Platform, which is not categorized as Bug by Sync Event in its sole discretion.

34. Query Acknowledgment

The amount of time between the Query and the provision of an answer by Sync Event indicating it has received the Query.

35. Query Resolution Time

The amount of time between Query Acknowledgment and the provision of a workable solution provided by Sync Event, minus the time in which Sync Event is awaiting further information from the relevant parties.

36. Registration

Enrollment of Member to an Event and/or Community, for free or a fee, enabled via a scanning or ticketing system that collects Member information, including, but not limited to, names and email addresses, and may process payments.

37. Subscription Fees

The fees set forth in the applicable Subscription Form(s) that Organizer must pay to Sync Event as consideration for the Sync Event Solutions provided under a Subscription Plan during the Term.

38. Subscription Form

The quote detailing the conditions of the Subscription Plan for the provision of the Sync Event Solutions, including, but not limited to, the Subscription Fees generated by Sync Event, which is incorporated into the Agreement and executed by Organizer.

39. Sync Event

The specific Sync Event entity that executed the Agreement with Organizer, as provided in the table below:

40. Sync Event Branding

Any and all of Sync Event's trademarks, logos, and other distinctive marks or signs.

41. Sync Event Container Platform

Version of the Platform that includes Sync Event's subdomains and any associated applications, services, products, information, networks, components, documentation, and application program interface ("API") accessible via Sync Event's website, which is marked with Sync Event Branding.

42. Sync Event Solutions

The Products and Professional Services collectively provided by Sync Event, as updated from time to time.

43. Third-Party Products

Any products, applications, services, software, networks, systems, directories, websites, databases, and information originating from a source other than Sync Event, which the Sync Event Solutions link to, or which Organizer connects to, or enables integration with, in connection with Organizer's use of the Sync Event Solutions.

44. Working Hours

From 9am to 6pm on a Business Day, local time for the relevant Sync Event Entity that executed the Agreement.