

Sync Technologies Appendix B – Sync Event Solutions List

This Sync Event Solutions list (“Sync Event Solutions List”) forms part of the Agreement between Sync Event and Organizer and is legally binding. When subscribing to a Subscription Plan, Organizer will choose Sync Event Solutions indicated in this Sync Event Solutions List, it elects to purchase, as further described below. Sync Event reserves the right to add, modify, change, or alter this Sync Event Solutions List and the features made available through any of the Sync Event Solutions at any time, in its sole discretion. Any material change will be reasonably communicated by Sync Event to Organizer. Capitalized terms not defined herein will carry the meaning assigned to them in **Appendix A**.

I. Products

Unless otherwise specified herein, payment for all Products is due upfront and within thirty (30) days of the invoice date, sent by Sync Event to Organizer after signature of the Subscription Form.

1.1 License to Sync Event Platform

Organizer must purchase a license to use the Platform to create its Event(s) and/or Community(ies), which is accessible via Sync Event Container Platform. The Sync Event Container Platform includes Organizer Seats, access to web and Application Programming Interfaces (API), of the:

- back-office portal allowing Organizer to create and manage Events and Communities on the Organizer Area, upload Organizer Content, supervise and measure the outcome of the Events, manage live session with virtual greenroom and animation, displaying one single advertising banner on their Event and/or Community and managing Members registration and rights (“**Studio**”);
- portal allowing Exhibitors to create an Exhibitor Booth at Events and Communities they participate in (“**Exhibitor Center**”);
- portal allowing Members to access the Organizer Area on the Platform and attend Events and Communities they are invited to, navigate Organizer Content for these specific Events and/or Communities, interact with other Members, and increase their network and knowledge about the Event and/or Community they are attending (“**Event/Community Application**”); and
- iPhone Operating System (“iOS”) and/or Android mobile version of the Event/Community Application (“**Mobile Application**”).
- iOS mobile application allowing Organizer to scan Members’ badges code during an on-site Event (“**SwapAccess**”).

Each part of the Sync Event Container Platform is marked with Swapcard Branding and is provided under the Sync Event uniform resource locator (“URL”) by default unless, Organizer purchases a Platform add-on as described below.

1.2 Platform add-ons

Organizer can opt to purchase the following add-ons:

- **Branded Platform with Branded Mobile Application:** includes the ability for Organizer to remove Sync Event Branding inside the Organizer Area in the Event/Community Application and Exhibitor Center, replacing it with Organizer Branding and to have one Mobile Application replacing Sync Event Branding with Organizer Branding. The URL used for the web version of the Studio, Event/Community Application, and Exhibitor Center, as well as the email used to send Members information and Swap Access, are marked with Sync Event's name. The Event and/or Community is accessible to Members through the Swapcard Container Platform.
- **White Label Platform with White Label Mobile Application:** includes the ability for Organizer to remove Sync Event Branding in the Event/Community Application and Exhibitor Center, replacing it with Organizer Branding, to have one Mobile Application replacing Sync Event Branding with Organizer Branding, and to use Organizer's URL for the web version of the Studio, Event/Community Application, and Exhibitor Center. The emails used to send Members information are marked with Organizer's web domain and Organizer Branding. The Sync Event Container's Event/Community Application, Mobile Application, and Exhibitor Center may be made inaccessible to Members at Organizer's request.
- **Exhibitor Services:** includes the ability for Exhibitors to add more features to the Exhibitor Center including but not limited to request meetings, send chat requests, create and link documents to the Exhibitor Booth, Exhibitor Lead Capture and Lead Generation Qualifiers.
- **Exhibitor Lead Capture:** feature of the Mobile Application allowing Exhibitor to scan Member's QR or badge code in order to access such Member's contact information.
- **Exhibitors Lead Qualifiers:** feature allowing the Exhibitor to create a contact qualification form for its Personnel to fill after connecting with a Member.
- **Sync Event Self-Service Registration:** enrollment of Attendees to Events and Communities allowing them to register and acquire tickets as further described on Sync Event's website.
- **Registration tickets :** in the event of paid Sync Event Self-Service Registration with payment processed by Sync Event, Organizer must pay an enrollment fee per Attendee in addition to the Sync Event Self-Service Registration fee, if any, and as further described on Sync Event's website.
- **Sync Event Go: on-site hardware and equipment:** ability to rent or purchase all necessary physical equipment for Sync Event Self-Service Registration, including but not limited to badge printer, internet router, and iPads as indicated on the Subscription Form. As part of Sync Event Go, Organizer may be able to purchase the following additional features:
- **Sync Event Go Support:** assistance by Sync Event Personnel in setting up the equipment rented and/or purchased. Any order of Sync Event Go Support shall be subject to Section 2.1.2.2 On-Site Support;

- **Sync Event Go Add-Ons:** rent and/or purchase additional equipment not included in the initial Subscription Form.
- **Session Tracking and Access Control:** Feature enabling Organizer via SwapAccess to scan Member's badge or QR code to control Member's access and attendance to any location of an Event, including but not limited to private sessions, accessible to authorized Members only.
- **Interactive Floor Plan:** a digitally animated map of the facility for an on-site Event, including but not limited to the details of the location of Exhibitor Booths.
- **Interactive Map Build:** assistance by Sync Event Personnel in enriching one (1) Interactive Floor Plan to include more features such as filters, search, and bookmarks. Any order of Interactive Map Build shall be subject to Section 2.2 Platform Custom Services.
- **Indoor Geolocation and Geofencing Push:** assistance by Sync Event Personnel in enriching one (1) Interactive Floor Plan to include geolocation heatmap and generating push notifications, provided through Third-Party Products, within the Event venue. Any order of Indoor Geolocation and Geofencing Push shall be subject to Section 2.2 Platform Custom Services.
- **Gamification:** enables Organizer to include gaming features in both on-site and online Events and/or Communities.
- **Real Time Messaging Protocol ("RTMP"):** enables Organizer to broadcast live videos during the Event and/or Community without relying on Third-Party Products, either directly via the Swapcard Backstage, or using a Third-Party video content editor of Organizer's choice.
- **Sync Event Backstage:** when using RTMP, feature to manage live sessions, to invite speakers to join a virtual greenroom, before and during the live session, and to customize the layout of the livestream, with features including but not limited to banners, customized background, screen sharing.
- **Single Sign On (SSO):** feature enabling Organizer to securely authenticate in multiple Mobile Applications and websites associated with the Platform by using the same set of credentials.
- **Statistics Report:** computed data and details on attendance and interactions between Attendees and Exhibitors during an Event and/or Community.
- **Intelligence Report:** specific analytical and synthesis details on Organizer's Event and/or Community performed by Sync Event Personnel.
- **AI Smart Meeting Generator:** Sync Event's artificial intelligence's feature allowing Organizer to generate meetings between Members based on their profile, availability and interests.

- **Advanced Banner Ads:** feature enabling Organizer to display multiple advertising banners on their Events and/or Community hosted in the Event/Community Application and Mobile Application.
- **Home Builder:** feature enabling Organizer to customize webpages on their Events and/or Community hosted in the Event/Community Application and Mobile Application.

Organizer represents and warrants that it holds all necessary ownership, rights, licenses, and permissions in any and all of its trademarks, distinctive signs, and URLs used in any Platform add-on. Sync Event will not be held liable for Organizer's unauthorized use of any such Organizer Content. In the event that Organizer opts for the Platform add-ons, Organizer acknowledges and agrees that Sync Event may capture screenshots of the Mobile Application for submission to mobile application stores, which may contain Organizer and Exhibitor's names, and Organizer represents and warrants that it has obtained prior consent from its Exhibitors to such use.

1.3 Event Blocks

During the Term, Organizer may use the following Attendees and/or Exhibitors Event Blocks:

- **Included Event Block:** the Event Block for Attendees and/or Exhibitors made available by Sync Event to Organizer at the beginning of each contractual year as indicated on the Subscription Form.
- **Purchased Event Block:** for the Subscription Plans, the Event Block for Attendees and/or Exhibitors that Organizer may purchase in addition to the Included Event Block throughout the Term and within the Limit imposed for each Plan.
- **Overage Event Block:** for every Plan, the Event Block of Attendees and/or Exhibitors that Sync Event will invoice to Organizer and that Organizer agrees to pay in case Organizer consumes more Attendees and/or Exhibitors than the initial Included Event Block and if applicable, Purchased Event Block. The Overage Event Block will be charged by Sync Event and are computed per contractual year as follows:
 - In case of Free Plan, any overage consumption of Attendees and/or Exhibitors in surplus of Included Block will lead to the automatic enrollment of the Organizer in the next least expensive Subscription Plan and the Overage Block will be charged at the price of the Purchased Block of the new Subscription Plan with a surplus of 20% for Attendees and 15% for Exhibitors.
 - In case of Subscription Plan, the Overage Block will be charged at the price as the Purchased Block for that plan with a surplus of 20% for Attendees and 15% for Exhibitors.

Event Blocks are available as a maximum consumption of Attendees and/or Exhibitors during the Term. Any Event Block of Attendees and/or Exhibitors that is not consumed is lost and cannot be rolled over the renewal Term. Any Attendees and/or Exhibitors included in such unconsumed Event Block are non-refundable.

Each Attendees and/or Exhibitor counts toward the Event Block once per contractual year. Attendees and Exhibitors count toward the Event Block seventy-two (72) hours following the integration of the respective Attendees and/or Exhibitors in the Sync Event Solutions, notwithstanding any further change by Organizer and/or Members, or actual attendance to Event and/or Community by Attendees and/or Exhibitors, or use of the Swapcard Solution by Attendees and/or Exhibitors.

Organizer understands and agrees that evidence of Attendees and/or Exhibitors computation is provided by Sync Event through the Sync Event Solutions. Any other means, material, documents and/or software provided by Organizer are not allowed to prove the number of Attendees and/or Exhibitors Organizer consumes while using the Sync Event Solutions.

II. Professional Services

Organizer may purchase the following Professional Services as part of its Subscription Plan. Unless otherwise stated in the following sections, or in the Subscription Form:

- Following the reception of Organizer's request for Professional Services, Sync Event will provide Organizer with an estimate of the necessary hours to complete the Professional Services and associated Subscription Fees in a Subscription Form, which will be executed by Organizer and incorporated into the Agreement.
- Sync Event will invoice the total Subscription fees for Professional Services on the Effective Date of the Agreement and Organizer shall pay such fees within thirty (30) days of invoice date.
- Organizer understands and agrees that the hours indicated in the Subscription Form for Professional Services are only an estimate and Sync Event may spend more time than estimated to complete such Professional Services. Swapcard reserves the right to invoice a supplemental Subscription Fees and associated Cost for any supplemental Professional Services provided to Organizer, based on standard industry practice and current price list, and Organizer accepts to pay for such supplemental work.
- Subscription Fees for Professional Services are final during each contractual year. Professional Services purchased with less than thirty (30) days' notice or requested to be performed outside of Business Day or Working Hours may be charged at a premium rate.

2.1 Customer Success and Support

2.1.1 Customer Success

For eligible Subscription Plans, Organizer may purchase email or SMS assistance delivered by a dedicated Sync Event Personnel during Working Hours.

Customer Success is invoiced at a daily rate of eight (8) Working Hours. Any commenced hour of Customer Success above eight (8) Working Hours will automatically trigger a supplemental day of Customer Success payable by Organizer, notwithstanding Organizer's actual consumption.

Organizer must inform Sync Event at least thirty (30) days before the day Organizer wishes to receive Customer Success. Sync Event does not guarantee to provide Customer Success if the request is received less than thirty (30) days before the requested day and will inform Organizer as soon as reasonably practicable of Sync Event's ability to perform Customer Success on such date.

2.1.2 Support

2.1.2.1 Premium Online Support

Organizer may purchase written remote assistance from Sync Event Personnel during Organizer's live Event ("Premium Online Support").

Premium Online Support is invoiced at a daily rate of eight (8) Working Hours, that can be split into two separate four (4) hour batches and used at Organizer's discretion throughout the Term. Any commenced hour of Premium Online Support above eight (8) Working Hours will automatically trigger a supplemental day of Premium Online Support payable by Organizer, notwithstanding Organizer's actual consumption.

Organizer must inform Sync Event at least thirty (30) days before the day Organizer wishes to receive Premium Online Support. Swapcard does not guarantee to provide Premium Online Support if the request is received less than thirty (30) days before the requested day and will inform Organizer as soon as reasonably practicable of Sync Event's ability to perform Premium Online Support on such date.

Organizer may create and opt to activate the button on the homepage of its Event in the Organizer Area ("**Help Desk Button**"). The Help Desk Button is only available if Organizer purchased Premium Online Support.

2.1.2.2 Onsite Support

Organizer may purchase On-Site Support, which is Sync Event Personnel in charge of providing assistance to Organizer and/or Member at the Event facility, during the Event.

Onsite Support is invoiced at a daily rate, including up to eight (8) Working Hours per day, unless otherwise agreed upon by the Parties in the Subscription Form. Any Cost associated with the provision of Onsite Support will be payable by Organizer and invoiced separately from the Subscription Fee in arrears by Sync Event.

Organizer must inform Sync Event at least sixty (60) days before the day Organizer wishes to receive Onsite Support. Sync Event does not guarantee to provide Onsite Support in the event a request is received less than sixty (60) days before the requested day and will inform Organizer as soon as reasonably practicable of Sync Event's ability to perform Onsite Support on such date. Any Onsite Support purchased with less than sixty (60) days' notice will be charged at a premium rate.

2.2 Platform Custom Services

Unless otherwise specified in the Subscription Form, the Platform Services listed in this section do not automatically renew at the end of the Term.

- **Third Party Services Integration:** enables connecting the Platform and Third-Party Products to migrate Organizer Content and Member information from one system to the other.
- **Custom Professional Services:** includes the custom creation and oversight of Event(s) and/or Community(ies) on behalf of Organizer based on Organizer's specific needs and requirements.

Platform Custom Services are invoiced at a daily rate of eight (8) Working Hours. Any commenced hour of Platform Custom Services above eight (8) Working Hours will automatically trigger a supplemental day of Platform Custom Services payable by Organizer, notwithstanding Organizer's actual consumption.