

Sync Technologies Organizer Terms & Conditions

Organizer Subscription Terms and Conditions

These Organizer Subscription Terms and Conditions (“T&Cs”) are entered into by and between Sync Technologies Inc., A California Stock Corporation AKA (“Sync Event”) and Organizer. These T&Cs are legally binding on any Organizer using Sync Event Solutions, whether through a Free Plan or a Subscription Plan licensed by Sync Event or one of Sync Event’s authorized resellers. By signing, otherwise indicating acceptance, or downloading, accessing, or using Sync Event Solutions, Organizer accepts to be bound by the terms of this Agreement.

These T&Cs are immediately applicable to Organizer, and deemed to be automatically executed by Sync Event, for any (i) Free Plan, (ii) subscription, renewal, or upgrade of a Subscription Plan, and (iii) use of Sync Event Solutions from the Implementation Date. Any Subscription Plan entered into before the Implementation Date will continue to be subject to the then-current version of the T&Cs, available at <https://www.syncevent.vip/legal>, until the end of the Term applicable to such Subscription Plan.

These T&Cs indicate the general obligations of the Parties regarding the provision of Sync Event Solutions to Organizer. The Parties may execute one or several Subscription Forms that include additional terms to the T&Cs. Each Subscription Form is binding upon execution and incorporated into the Agreement between Sync Event and Organizer.

Capitalized terms used in this Agreement and not defined in the core of the Agreement are defined in **Appendix A** of these T&Cs.

I. License and Restrictions

1. Grant of License

Subject to the terms of the Agreement and payment of applicable Subscription Fees, Sync Event hereby grants Organizer a limited, worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable right to access the Platform and use the Sync Event Solutions during the Term. The license hereunder is personal to Organizer alone and access cannot be shared with third parties, including Organizer’s Affiliates, unless expressly agreed upon by the Parties in writing as provided in the Subscription Form.

2. IP Ownership

Sync Event owns all rights, title, and interest in the systems, software, structure, infrastructure, databases, codes, and content of any kind (including, but not limited to, any text, images, visuals, logos, trademarks, and databases) included in the Sync Event Solutions, or otherwise used by Sync Event in providing the Sync Event Solutions, including any Intellectual Property Rights, but excluding any Organizer Content. Except for the express rights granted to Organizer under these T&Cs, Sync Event reserves all rights to the Sync Event Solutions as well as any Intellectual Property Rights embodied or used in connection with the Sync Event Solutions.

3. Cross-license

During the Term, as long as Organizer is using the Platform or maintaining its Organizer Content on the Platform, Organizer grants Sync Event a revocable, worldwide, non-exclusive, license to use, store, edit, reproduce, modify, and copy Organizer Content solely as strictly necessary to provide the Sync Event Solutions, and make Organizer Content accessible to Organizer's Members.

4. Restrictions

Except as expressly provided in the Agreement, Organizer may not: (i) copy, distribute, rent, lease, lend, sublicense, transfer, or make the Sync Event Solutions available to any third party; (ii) decompile, reverse engineer, or disassemble the Sync Event Solutions; (iii) create derivative works based on the Sync Event Solutions; or (iv) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the Sync Event Solutions and deliverables provided through the Professional Services or during their use and operation. Any dismantling, decompiling, decoding, extraction, reuse, copying, and, more generally, any reproduction, representation, dissemination, or usage of any of the foregoing, either partially or in full, without Sync Event's prior written consent, is strictly forbidden, constitutes a material breach of the Agreement, and will lead to immediate termination of the Agreement by Sync Event without compensation to Organizer and without prejudice to any other remedy available to Sync Event under Applicable Law.

5. Ownership of Feedback

Organizer and Members may share any feedback, analysis, suggestions, and/or comments including, but not limited to, Bug reports, test results, and design suggestions or ideas related to the Sync Event Solutions ("Feedback") with Sync Event, either on their own accord or at the request of Sync Event. All rights, title, and interest in any such Feedback will be owned by Sync Event. Sync Event will have the perpetual, irrevocable, and worldwide right to use, modify, license, sublicense, and otherwise exploit all or part of the Feedback, or any derivative thereof, in any manner or media now known or hereafter devised without any remuneration, compensation, or credit to Organizer and Members.

II. Sync Event's Obligations

1. Provision of Sync Event Solutions

Sync Event will provide to Organizer the Sync Event Solutions, either under a Free Plan or Subscription Plan.

1.1. Free Plan

Under the Free Plan, Sync Event undertakes to grant and provide to Organizer access to the Platform, including limited features and Attendees and/or Exhibitors. Sync Event may, at its sole discretion, modify the content of the Free Plan and/or discontinue the Free Plan at any time and

without compensation to Organizer or Members. Sync Event will provide Organizer with reasonable prior notice of any material modification or discontinuation of the Free Plan.

1.2. Subscription Plan

Under a Subscription Plan, Sync Event undertakes to provide Organizer with the Sync Event Solutions listed in the Subscription Form(s) during the Term. The Sync Event Solutions available under the Subscriptions Plans are described in Appendix B of these T&Cs. During the Term, Organizer may have the option to upgrade its Subscription Plan if available. Any downgrading of Subscription Plan is not authorized before the end of the Term.

2. Platform Hosting, Service Level, and Updates

Under the Free Plan or without a specific Service Level Agreement (“SLA”) signed between the Parties, Sync Event commits to, directly or indirectly through a professional hosting service provider, host the Platform while maintaining a monthly average of ninety-eight percent (98%) of the time 24/7/365 Platform availability. Organizer under a Subscription Plan may be subject to a specific SLA with Sync Event, which will be incorporated into the Subscription Form and prevail over the present section.

Notwithstanding anything to the contrary, Organizer understands and agrees that Sync Event will not be held liable for failure to meet the requirements set out by this section should any of the following cases occur:

- Sync Event, Organizer, Members, and/or third-party service providers face a failure of their physical servers, cloud storage, hosting services, internet connection, electrical power, or hardware installation;
- Organizer acts or abstains from action in contradiction with Sync Event’s instructions or the Agreement;
- A Third-Party Product does not properly deliver;
- In case of planned maintenance to the Platform, provided Organizer was notified in writing by Sync Event, no later than seventy-two (24) hours beforehand, to prevent disruption to Organizer’s business (“Scheduled Maintenance”);
- In case of a Force Majeure event;
- In case of suspension and/or termination of Sync Event Solutions in accordance with the Agreement; or
- Organizer is late or in default of payment, or otherwise materially breaches the Agreement.

Sync Event will provide Organizer with any updates or modifications to Sync Event Solutions that add or introduce new functionality or features (“New Versions”), to the extent that Sync Event makes such New Versions available to all of its customers. Organizer cannot refuse such New Versions and has no right to continue using previous versions of the Sync Event Solutions.

3. Basic Support

Sync Event offers technical help and assistance, free of charge, allowing Organizer and Members to submit Queries related to issues encountered when using the Sync Event Solutions (“Basic Support”) via:

- email to js21@tcacorp.com.

Sync Event will make best efforts to (i) send Query Acknowledgment within two (2) hours of receipt; and (ii) resolve the Query within five (5) Working Hours of Query Acknowledgment, save for time where Sync Event may be waiting for further necessary information from Organizer. Basic Support will not be provided on Saturday and Sundays from 2am to 12:00pm Pacific Standard Time (“PST”), Christmas Day and New Year’s Day, and other public holidays in the jurisdictions where Sync Event operates. Sync Event will make best efforts to achieve a monthly average success rate of ninety percent (90%) for Basic Support.

Basic Support does not apply to Bug-related issues, Third-Party Products, or external sources, video production, and Registration Services as defined in Appendix B.

III. Organizer’s Obligations

1. Collaboration with Sync Event

Organizer will provide Sync Event, in a timely manner and at no charge to Sync Event, all information, documentation, assistance, and other support reasonably required to provide the Sync Event Solutions.

2. Relationship with Members

Sync Event is not involved in the relationship between Members and Organizer. Organizer is solely responsible for, and Sync Event cannot under any circumstances be held liable for, Members’ participation in an Event and/or Community or any difficulties and disputes that may arise between Organizer and Members, including, but not limited to, disputes related to provision of Sync Event Solutions.

Organizer may add its own terms and conditions to the Platform (“Organizer’s Terms”), which will apply solely to its relationship with Members and are not applicable to Sync Event in any way. In the event of conflicting terms between the Organizer’s Terms and the Agreement, the Agreement will prevail and any conflicting Organizer’s Terms will be null and void.

Organizer understands and agrees that Sync Event has an independent contractual relationship with Members which, without exception, must accept the Member Terms of Use, as available at <https://www.syncup.vip/legal> and modified from time to time at Sync Event's sole discretion, in order to access the Platform. In the event of conflicting terms between the Organizer's Terms and the Member Terms of Use, the Member Terms of Use will prevail and any conflicting Organizer's Terms will be null and void.

3. Organizer's Access

Organizer undertakes to maintain the security and confidentiality of its username and password granting access to its Organizer Account. Organizer is solely responsible for obtaining and maintaining, at its own expense, all equipment needed to access the Sync Event Solutions, including, but not limited to, Internet access and adequate bandwidth.

Any use of the Organizer Account through Organizer's username and password is restricted to Organizer and its authorized Personnel, and will be deemed to have been by Organizer. Organizer must immediately notify Sync Event if Organizer knows, should have known, discovers, or suspects that its Organizer Account has been used without Organizer's permission or by an unauthorized third party. Upon receiving such notice, Sync Event may suspend access to the Organizer Account and/or take any and all necessary measures to protect and secure the Organizer Account and Sync Event Solutions.

Organizer understands and agrees that Sync Event and its authorized Personnel may have to access Organizer's account using Organizer's username and password but solely to provide the Sync Event Solutions during the Term.

4. Organizer's Restrictions

Organizer will not, in connection with its use of any of the Sync Event Solutions:

- carry out activities that are illegal, fraudulent, or infringe on the rights or security of third parties;
- hack into the IT system of a third party or implement any activity that aims to harm, control, interfere with, or intercept all or part of a third party's information system, or violate its integrity or security;
- fail to use the Sync Event Solutions in compliance with any instructions or specifications provided by Sync Event to Organizer;
- copy or utilize any concepts, technologies, or any other components of the Sync Event Solutions except as expressly permitted under these T&Cs;
- engage in any activity that interrupts, suspends, slows down, or prevents the continuity of the Sync Event Solutions;
- hack or attempt to hack into the Sync Event Solutions;

- hijack any system resources of the Sync Event Solutions;
- engage in any activity that would place a disproportionate load on Sync Event’s infrastructure;
- attempt to breach any of Sync Event’s security and authentication systems;
- engage in any activity that could be detrimental to the reputation of Sync Event; or
- assist with or incite, in any manner or form whatsoever, one or more of the foregoing acts and activities.

IV. Third Party Product

In the event Organizer integrates Third-Party Products into the Platform, Sync Event will not be liable for:

- the technical availability or any aspect of such Third-Party Products accessed by Organizer via the Platform; or
- any transactions conducted between Organizer and any third party that was not invoiced directly by Sync Event.

Organizer is integrating or adding Third-Party Products to the Platform at its own risk and under its sole responsibility. Organizer must indemnify, defend and hold harmless Sync Event, its Affiliates, and its respective officers, directors, members, employees, agents, independent contractors (“Sync Event Indemnitees”) from and against any claims, actions, liabilities, and costs (including reasonable attorneys’ fees) arising out of or relating to the integration of Third-Party Products into the Platform.

Integration with Third-Party Products is enabled by Sync Event on the Platform as a courtesy and based on the then-current Third-Party Products services and integration method. Sync Event will make reasonable efforts to continue such enablement but makes no representation or guarantee that such integration will be maintained throughout the Term.

The present section will not apply to Third-Party Products that are specifically selected and integrated by Sync Event to provide Sync Event Solutions as described on the Subscription Form.

V. Representations, Warranties, and Indemnifications

1. Organizer's Obligations

1.1. Representations and warranties

At all times during the Term of this Agreement, Organizer represents, warrants and covenants that:

- Organizer has all requisite power and authority to enter into and be bound by the Agreement and carry out all of its obligations under the Agreement;
- Organizer has obtained and will maintain all permissions, licenses, and consents necessary to perform its obligations under the Agreement;
- Organizer complies with all Applicable Law and does not and will not carry out activities that are illegal, fraudulent, or infringe the rights or security of Sync Event or any third party;
- Organizer will take reasonable precautions, in accordance with standard industry practice, to prevent the introduction of any virus or other unauthorized program into its computer systems or those of Sync Event through use of the Sync Event Solutions;
- Organizer Content does not and will not infringe any third-party Intellectual Property Rights;
- all information provided in connection with the Organizer Account is complete, accurate, and truthful. To the extent any such information is no longer complete, accurate, or truthful, Organizer will immediately update its Organizer Account or share with Sync Event complete, accurate, and truthful information; and
- Organizer has and will have (i) all the rights, consents, and authorizations needed to collect all Members' Personal Data and share it with Sync Event in order to provide the Sync Event Solutions, and (ii) notified Members and collected their prior consent to the sharing of their Personal Data with Sync Event and other Members in connection with the Agreement and as permitted by the Platform.

1.2. Indemnification

Organizer must indemnify, defend and hold harmless Sync Event Indemnitees from and against any third-party claims, actions, liabilities, and costs (including reasonable attorneys' fees) arising from or relating to a breach of any representation and warranty under the present section, including, but not limited to, claims that the Organizer Content infringes third-party Intellectual Property Rights, that Organizer failed to process Personal Data in accordance with Applicable Law, or that arise from the inaccuracy, incompleteness, or inconsistency of the information, documentation, assistance, or other resources provided by Organizer to Sync Event during the Term.

The Parties agree that Organizer is solely responsible toward its Members for organization of the Event and/or Community. Organizer must defend, indemnify and hold harmless Sync Event Indemnitees from and against any claims, actions, liabilities, and costs (including reasonable attorneys' fees) from Members and third parties arising out of or relating to organization of the Event and/or Community, including, but not limited to, disputes related to the provision of Sync Event Solutions to Organizer or Members.

2. Sync Event's Obligations

2.1. Representations and Warranties

Sync Event represents and warrants to Organizer that:

- Sync Event has all requisite power and authority to enter into and be bound by this Agreement and carry out all of its obligations under the Agreement;
- Sync Event has obtained and will maintain for the duration of the Term all permissions, licenses, and consents necessary to perform the Agreement;
- Sync Event complies with all Applicable Law and does not carry out activities that are illegal, fraudulent, or infringe the rights or security of Organizer or any third parties;
- Sync Event will take reasonable precautions, in accordance with standard industry practice, to prevent the introduction of any virus or other unauthorized program into its computer systems or those of Organizer through use of the Sync Event Solutions;
- the Sync Event Solutions (excluding Organizer Content and Third-Party Products), when used as permitted under this Agreement, and in accordance with Sync Event's instructions, do not infringe any third-party Intellectual Property Rights; and
- the Professional Services will be delivered by Personnel with reasonable skills and expertise.

2.2. Indemnification obligation

Sync Event will defend, indemnify and hold harmless Organizer from and against any third-party claims, actions, liabilities, and costs (including reasonable attorneys' fees) arising from a breach of the representations and warranties under the present section.

2.3. Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, FOR THE FREE PLAN, SYNC EVENT EXPRESSLY EXCLUDES AND DISCLAIMS ALL REPRESENTATION, WARRANTIES, AND INDEMNIFICATION OBLIGATIONS INCLUDED IN THE PRESENT SECTION.

EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, THE SYNC EVENT SOLUTIONS, AND ALL MATERIALS MADE AVAILABLE BY SYNC EVENT WHILE PERFORMING THE AGREEMENT ARE PROVIDED "AS IS" AND ON AN AS AVAILABLE BASIS. SYNC EVENT DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, RELATING TO THE SYNC EVENT SOLUTIONS, AND ALL MATERIALS MADE AVAILABLE WHILE PERFORMING THE AGREEMENT, INCLUDING: (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR QUIET ENJOYMENT; AND (II) ANY WARRANTY ARISING OUT OF DEALING, USE, OR TRADE. EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN THE AGREEMENT, SYNC EVENT DOES NOT WARRANT THAT THE SYNC EVENT SOLUTIONS, ANY MATERIALS PROVIDED WHILE PERFORMING THE AGREEMENT, OR ANY PORTION THEREOF, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. SYNC EVENT DOES NOT WARRANT THAT ANY SUCH ISSUES WILL BE CORRECTED.

ORGANIZER UNDERSTANDS AND AGREES THAT ORGANIZER'S USE OF ANY PORTION OF THE SYNC EVENT SOLUTIONS IS AT ORGANIZER'S OWN DISCRETION AND RISK, AND THAT SYNC EVENT IS NOT RESPONSIBLE FOR ANY DAMAGE TO ORGANIZER'S PROPERTY OR LOSS OF CONTENT OR OTHER DATA PROVIDED BY ORGANIZER.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ORGANIZER FROM THE SYNC EVENT SOLUTIONS, OR SYNC EVENT AND ITS PERSONNEL, OR ANY MATERIALS MADE AVAILABLE THROUGH THE SYNC EVENT SOLUTIONS WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED IN THIS AGREEMENT.

ORGANIZER ACKNOWLEDGES AND AGREES THAT THE SYNC EVENT SOLUTIONS ARE AN ADDITIONAL AND ALTERNATIVE MEANS OF PROMOTING EVENTS AND/OR COMMUNITIES AND THAT SYNC EVENT DOES NOT OFFER ORGANIZER ANY GUARANTEES AS TO THE SUCCESS OF ANY EVENT AND/OR COMMUNITY, THE NUMBER OF MEMBERS WHO REGISTER FOR ANY EVENT AND/OR COMMUNITY, OR USAGE OF ANY SYNC EVENT SOLUTIONS BY MEMBERS.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

VI. Exclusion and Limitation of Liability

1. Exclusion

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF SALES, BUSINESS, LOST DATA, GOODWILL, OR ANY OTHER INTANGIBLE LOSS, ARISING OUT OF OR RELATING TO THE AGREEMENT, WHETHER BASED ON WARRANTY, CONTRACT, OR TORT, INCLUDING NEGLIGENCE, STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE AFFECTED PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

2. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF SYNC EVENT TO ORGANIZER FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED (I) IN CASE OF THE FREE PLAN, TO ONE HUNDRED DOLLARS (\$100) AND (II) IN CASE OF SUBSCRIPTION PLAN, TO THE AMOUNT ORGANIZER HAS PAID TO SYNC EVENT FOR ACCESS TO AND USE OF SYNC EVENT SOLUTIONS IN THE TWELVE (12) MONTHS PRIOR TO THE CIRCUMSTANCE GIVING RISE TO ANY CLAIM. THIS

LIMITATION OF LIABILITY APPLIES IN AGGREGATE TO CLAIMS FROM ORGANIZER AND ITS AFFILIATES, AND WILL NOT BE CUMULATIVE.

NOTHING IN THIS AGREEMENT LIMITS THE DIRECT LIABILITY OF EITHER PARTY IN CASE OF (1) DEATH OR PERSONAL INJURY CAUSED BY A PARTY'S ACTS OR OMISSIONS; (2) GROSS NEGLIGENCE, FRAUD, FRAUDULENT REPRESENTATIONS, OR INTENTIONAL MISCONDUCT; (3) BREACH OF CONFIDENTIALITY OR (4) BREACH OF A PARTY'S INDEMNIFICATION OBLIGATIONS.

VII. Fees and Payments

1. Free Plan

Under the Free Plan, Organizer will not be charged by Sync Event but Organizer may be required to provide its billing information as a condition to receive Sync Event Solutions. As soon as Organizer uses Sync Event Solutions above the Limit allowed under the Free Plan as indicated on the Sync Event's website, Organizer will be enrolled in the next least expensive available Subscription Plan and will be charged the applicable yearly Subscription Fee in accordance with the following section. Sync Event will make its best efforts to contact Organizer before enrolling Organizer in a Subscription Plan and charging the applicable Subscription Fee.

2. Subscription Plan

Under the Subscription Plan, Organizer will pay an annual Subscription Fee, in advance, upon signature of the Subscription Form, for the provision of the Sync Event Solutions.

Additional Sync Event Solutions ordered during the Term or used above the capacity of each order will be invoiced by Sync Event in arrears and paid by Organizer in accordance with this section. As soon as Organizer uses Sync Event Solutions above the Limit allowed under its Subscription Plan, if applicable, Organizer will be enrolled in the next least expensive available Subscription Plan and the extra yearly Subscription Fee will be invoiced by Sync Event and paid by Organizer in accordance with this section.

Sync Event will invoice the Subscription Fee to Organizer on or following the Effective Date. The Subscription Fee is expressed excluding: (a) any applicable sales, value-added, use, or withholding taxes assessable by any local, state, federal, or foreign jurisdiction, levies, duties of any nature, or similar governmental assessments ("Taxes") and (b) any reasonable cost associated with providing the Sync Event Solutions including but not limited to transportation by air, train, taxi, car mileage, lodging and accommodation, meals, shipping ("Costs").

Any Taxes, Costs and/or bank fees associated with the provision of the Sync Event Solutions and/or the payment of the Subscription Fee will be exclusively borne by Organizer and Sync Event will have the right to adjust its invoice or issue a supplemental invoice to account for these Taxes, Costs and/or bank fees, at any time during or after the Term, subject to applicable statute of limitations.

Unless otherwise expressly agreed upon in the Subscription Form, the Subscription Fee, Taxes, and Costs and bank fees, will be payable within thirty (30) days of invoice date by bank wire to Sync Event's account or any other payment means specifically authorized by Sync Event in writing.

3. Late Payments and Defaults

In case Organizer fails to make any timely payment or to correct its payment information when requested, the following will apply, without prejudice of the application to any other remedies available under Applicable Law:

- any unpaid Subscription Fees will become immediately due by Organizer;
- access to Sync Event Solutions will be immediately suspended until all amounts owed have been paid in full; and will be immediately suspended until all amounts owed have been paid in full; and
- Sync Event will invoice monthly late payment interest at the highest rate available between one point five percent (1.5%) or the maximum rate allowed under Applicable Law.

VIII. Confidentiality

During the Term and for three (3) years thereafter, the Receiving Party will: (i) keep Confidential Information of the Disclosing Party strictly secret and treat it with the same degree of care and protection given to its own confidential information; (ii) not disclose Confidential Information, directly or indirectly, to any third party or person other than its Personnel on a need-to-know basis, and only if its Personnel is bound by the same confidentiality obligation toward the Confidential Information; (iii) not use Confidential Information, in whole or in part, for any purpose other than performing the Agreement without the prior written consent of the Disclosing Party; and (iv) not copy, reproduce, or duplicate Confidential Information, in whole or in part, where such copies, reproductions, or duplications were not expressly authorized by the Disclosing Party in writing. Confidential Information does not include any information that: (i) was publicly known and made generally available to the public prior to the time the Disclosing Party disclosed the information to the Receiving Party; (ii) became publicly known and made generally available to the public after disclosure by the Disclosing Party to the Receiving Party through no wrongful action or inaction of the Receiving Party or third parties who were bound by confidentiality obligations; or (iii) was in the Receiving Party's possession, without confidentiality restrictions, at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's files and records.

A Party may disclose Confidential Information to the extent it is required to be disclosed by Applicable Law, provided that the Receiving Party gives the Disclosing Party prompt written notice of the required disclosure and cooperates with the Disclosing Party's attempt to limit the disclosure.

Each Party agrees that if any Confidential Information is disclosed, used, or threatened to be disclosed or used in breach of the Agreement, the Disclosing Party will have the right to ask for equitable relief including, but not limited to, specific performance and injunction in addition to any other remedies available under Applicable Law.

IX. Term and Termination

1. Term

The Agreement begins on the Effective Date, is effective for one (1) year, and will automatically renew for subsequent one-year (1) periods unless terminated in accordance with these T&Cs (the "Term"). The length of the Term cannot be reduced below one (1) year but can be extended to several years in the initial Subscription Form. Any signature of supplemental Subscription Forms during the Term will not extend or alter the Term. Every Sync Event Solution ordered during the initial Term will be automatically reordered for the renewal Term unless stated otherwise in Appendix B and the applicable Subscription Fee will be automatically increased by five percent (5%) at the end of each Term. In the event that a price increase is more than five percent (5%), Sync Event will reasonably inform Organizer in writing before such an increase is implemented. If Organizer wishes to discontinue the provision of Sync Event Solutions after the end of the initial Term or any subsequent Term, Organizer must notify Sync Event in writing of its intention to terminate the Agreement at least ninety (90) days before the last day of the then-current Term.

2. Termination

2.1. Termination for Cause

Either Party may terminate this Agreement due to a breach of the other Party's material obligations that was not cured by the breaching Party within thirty (30) days of receipt of a written warning notice. In the event of termination due to a material breach by Organizer, Organizer will (i) refund Sync Event any applicable rebates or discount received in proportion to the Sync Event Solutions used during the Term and (ii) Organizer must immediately pay the Subscription Fee in full, including any unpaid Subscription Fees at the time of termination. In the event of termination due to a material breach by Sync Event, Organizer will pay any unpaid Subscription Fees to Sync Event for Sync Event Solution already delivered or performed prior to the material breach.

2.2. Termination for Violation of Applicable Law

Sync Event may terminate this Agreement immediately if it becomes aware of or reasonably suspects that Organizer or its Members have violated any Applicable Law. Sync Event may instead elect, at its sole discretion, to: (i) temporarily or permanently, and without delay, suspend Organizer's access to the Sync Event Solutions; (ii) remove from Organizer's Area any Content, fully or partially, linked to a breach or violation of Applicable Law; (iii) instigate any legal proceedings; and/or (iv) notify the relevant authorities where applicable and provide them with all information related to illegal or illicit activities and/or Content. Sync Event will act in good faith and use reasonable efforts to notify Organizer, via any reasonable means, before initiating the suspension or restriction of any aspect of the Sync Event Solutions. Organizer will be responsible for full payment of the Subscription Fees even if access to the Sync Event Solutions is suspended or terminated in accordance with this section.

2.3. Termination for Bankruptcy

To the extent permitted by Applicable Law, either Party may terminate this Agreement if the other Party becomes the subject of a petition in bankruptcy or other proceedings, petition, notice, resolution, or order relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

2.4. Termination for Change of Ownership or Control

Sync Event may terminate the Agreement upon written notice to the Organizer of at least thirty (30) days if Organizer undergoes a change of ownership, full or substantial, or effective control, directly or indirectly. This includes any change in ownership or control in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the Organizer's assets.

3. Consequence of Termination

In case of termination of a Subscription Plan, Organizer will be automatically enrolled in a Free Plan and will be able to continue using the Sync Event Solutions within the limited features of the Free Plan. In case of termination of a Free Plan or upon Organizer's written request made within thirty (30) Business Days of termination of a Subscription Plan and each Party's completion of all obligations under the Agreement, including, but not limited to, full satisfaction of all payment owed, Sync Event will make available to Organizer a downloadable file of its Organizer Content. After such a thirty-day (30) period, Sync Event will have no obligation to maintain or provide any Organizer Content. Notwithstanding the foregoing, Sync Event may retain archival copies of Organizer Content on backup media for the duration of the statute of limitation under Applicable Law following expiration or termination of the Agreement.

X. Data Protection

1. Privacy Policy

During the Term, whenever Sync Event is acting as data controller, the Parties agree that any processing of Personal Data will be subject to, and each Party will comply with, Sync Event's Privacy Policy. The Privacy Policy is available at <https://www.syncup.vip/legal> and can be modified from time to time by Sync Event at its sole discretion.

2. Data Protection Agreement

During the Term, whenever Sync Event is acting as data processor, the Parties agree that any processing of Personal Data will be subject to, and each Party will comply with, the Data Processing Addendum applicable to the Plan and available at <https://www.syncup.vip/legal>. Such Data Processing Addendum can be modified from time to time by Sync Event as its sole discretion and is incorporated into these T&Cs as Appendix C.

XI. Miscellaneous

1. Force Majeure

Neither Party will be liable or responsible to the other Party or be deemed to have defaulted or breached the Agreement in case of a failure or delay in performance caused by or resulting from events beyond the reasonable control of the non-performing Party ("Force Majeure Event"). A Force Majeure Event may, if designated as such by the relevant jurisdiction, include fires, floods, earthquakes, embargoes, shortages, power outage, war, acts of war (whether declared or not), acts of terrorism, insurrections, riots, civil commotion, strikes, lockouts, other labor disturbances, or omissions or delay in acting by any governmental authority, to the exclusion of payment obligations. For the avoidance of doubt, COVID-19 or any similar pandemic, unless otherwise determined by a competent court, is not considered a Force Majeure Event.

The non-performing Party must notify the other Party in writing of such Force Majeure Event within seven (7) days of such occurrence, stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The non-performing Party must use commercially reasonable efforts to remedy its inability to perform. In the event that a Party experiences a Force Majeure Event that lasts for more than thirty (30) days, the other Party may terminate this Agreement upon written notice to the non-performing Party without liability to any Party. Organizer must pay any prorated Subscription Fees for the period of the Term preceding the Force Majeure Event and Sync Event must reimburse any prorated prepaid Subscription Fees for the period of the Term following the Force Majeure Event.

2. Cancellation

Any subscription to Products is non-cancellable and non-refundable, and all Subscription Fees due for the provision of Products are due by Organizer even in the case of an on-site Event cancellation. Organizer may be refunded only for Professional Services if the following conditions are

cumulatively met: (i) Sync Event has not performed the Professional Services at the time of receipt of the written cancellation notice and (ii) Organizer informs Sync Event of the Professional Services cancellation at least sixty (60) days before the Event start date.

Sync Event will reimburse Organizer as follows:

- In the event Organizer informs Sync Event of the Professional Services cancellation at least one hundred and twenty (120) days before the Event start date, Sync Event will reimburse the integrality of the Subscription Fees for the Professional Services that were not yet performed by Sync Event at the date of the written notice receipt.
- In the event Organizer informs Sync Event of the Event cancellation between one hundred and nineteen (119) days and sixty (60) days before the Event start date, Sync Event will reimburse fifty percent (50%) of the Subscription Fees for the Professional Services that were not yet performed by Sync Event at the date of the written notice receipt.

For the avoidance of doubt, in the event Organizer informs Sync Event of the Event cancellation on or after the fifty-ninth (59) day before the Event start date, Sync Event will not reimburse any Subscription Fees and the integrality of the Subscription Fees for the Professional Services are due.

3. Independent contractors

The relationship between the Parties established by this Agreement is that of independent contractors and nothing contained in the Agreement should be construed to give either Party the power to act as an agent or direct or control the day-to-day activities of the other. Any financial and other obligations associated with each Party's business are the sole responsibility of that Party. Nothing in the Agreement will create a joint venture, joint enterprise, partnership, or any relationship other than that of independent contractors, which is the only relationship intended by the Parties.

4. Notice

Any notice required or permitted under the Agreement or required by Applicable Law must be in writing and delivered by electronic mail to js21@tcacorp.com and the email addresses listed on the applicable Subscription Form or Organizer Account, with "LEGAL NOTICE" in the subject line of the email. Either Party may change its contact person or email address by means of written notice to the other Party given in accordance with this section. The email notice to Sync Event will be effective as of the day sent if it was sent before 5pm PST or as of the next California, USA Business Day if it was sent after 5pm PST.

5. Publicity

By entering into this Agreement, Organizer authorizes Sync Event to:

- use Organizer's name, logo, and branding in press releases, product brochures, and financial reports to indicate Organizer is Sync Event 's client, provided that Sync Event uses Organizer's distinctive signs in accordance with Organizer's available intellectual property guidelines, as provided by Organizer and strictly for the purposes listed in this section; and
- attend, where applicable and at no cost to Sync Event, at least one (1) on-site Event of Organizer during the Term in order to allow Sync Event to market the Solutions, network, and interact with Attendees, Exhibitors, and Organizer's Personnel.

6. Governing Law and Jurisdiction

The Agreement is governed by the laws, statutes, ordinances, rules, treaties, regulations, permits, licenses, approvals, interpretations, court orders, and any other instruments having force of law in the jurisdiction designated by row B of the table below, without reference to its conflict of laws principles, and as may be issued and enforced from time to time ("Applicable Law"). The U.N. Convention on Contracts for the International Sale of Goods (1980) is not applicable to this Agreement.

Any dispute between the Parties arising out of or related to the Agreement will be subject to the exclusive venue of the courts (state and federal, as applicable) provided in row C of the table below.

7. Interpretation

The Agreement contains the entire agreement between the Parties with respect to its subject matter, supersedes all prior agreements on the same subject matter, and will govern all disclosures and exchanges of Confidential Information made by the Parties prior to and following the Effective Date. The Agreement may not be modified except in writing and signed by Sync Event and Organizer. Any terms established prior to the Agreement or included at any time in Organizer's standard terms, Organizer's purchase order, Organizer's Terms applicable to Members and made available through the Platform, or other business processing document will have no force or effect and will not be applicable to the Agreement. The language of the Agreement is English and only the English-language version may be used to represent the Agreement's terms.

8. Severability

If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct.

9. Assignment

Neither Party may assign its rights, duties, or obligations under the Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Sync Event may assign this agreement

to (i) an Affiliate or a successor, including a successor by way of operation of law or change of control, either through a merger acquisition, divestiture, sale of assets or equity, or similar transaction; or (ii) in connection with the sale of all of the assets or business to which the Agreement relates.

10. Electronic signature

The Agreement and any Subscription Form may be executed via electronic signature. A signed copy of the Agreement or any Subscription Form transmitted via email will constitute an originally signed Agreement or Subscription Form, as applicable, and, when together with all other required signed copies of this same Agreement or Subscription Form, as applicable, will constitute one and the same instrument.

11. Amendment

Sync Event may amend these T&Cs from time to time at its sole discretion. Under the Free Plan, the modified T&Cs will supersede prior versions immediately and without notice. Under the Subscription Plan, amendments that do not materially and adversely affect Organizer's rights and obligations under the Agreement will be effective immediately without prior notice. For amendments that materially and adversely affect Organizer's rights and obligations under the Subscription Plan, Sync Event undertakes to notify Organizer not less than thirty (30) Business Days before the implementation date of any such amendment. Organizer's continued use of Sync Event Solutions following such notice constitutes valid consent to the amendment. In the event Organizer does not accept the amendment, Organizer must notify Sync Event in writing and the Parties will negotiate in good faith to find an acceptable compromise. In the event the Parties cannot find a suitable compromise within forty-five (45) Business Days following receipt of Organizer's notification, Organizer will have the right to terminate the Agreement.

12. Waiver

Either Party's failure to enforce any provision of this Agreement does not constitute a waiver of that provision or any provision of the Agreement.

13. Anti-corruption

Each Party represents that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any Personnel of the other Party or any third party in connection with the Agreement.

14. Economic Sanctions and Export Controls

Organizer will not use and will not permit any other party to use the Sync Event Solutions or participate in an Event and/or Community on the Platform in violation of this Agreement, or in a manner that violates, or could cause Sync Event to violate, economic sanctions or export controls laws or regulations of the United States, or any other jurisdiction. Organizer is solely responsible for compliance with all such export control laws and regulations. Organizer represents and warrants that it is not organized or an Affiliate of an entity under the laws of, ordinarily resident in, or located in, a country or territory that is the target of economic sanctions administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, European Union Council and

Commission, the State Secretary for Economic Affairs for Switzerland (SECO), or the United Nations Security Council. Organizer will not access or use the Sync Event Solutions or participate in an Event and/or Community via the Sync Event Solutions in such countries or territories and will ensure none of its Members will access or use Sync Event Solutions or participate in an Event and/or Community via the Sync Event Solutions in such countries or territories. Organizer represents not to be an Affiliate or have an Affiliate, individually or in the aggregate, that are ultimately owned by individuals or organizations identified in the U.S. Department of the Treasury's Specially Designated Nationals (SDN) and Blocked Persons List or Foreign Sanctions Evaders List of OFAC, SECO, the European Council and Commission, or the United Nations Security Council. Organizer represents not to be an individual or organization identified on the U.S Department of Commerce Denied Persons List, Entity List, or Unverified List, or U.S Department of State proliferation-related lists, SECO, the European Council and Commission, or the United Nations Security Council lists.

15. Order of Precedence

In the event of any conflict or inconsistency among the Agreement and any other contractual documents, and unless otherwise stated, the order of precedence will be:

1. Appendix C: Data Processing Agreement.
2. Appendix A: Definitions.
3. The applicable Subscription Form.
4. These T&Cs.
5. Appendix B: Sync Event Solutions List.