

PERKS SHOWCASE™- MASTER SERVICE AGREEMENT -

AS OF AUGUST 1, 2021

THE MOST UP TO DATE COPY OF THIS AGREEMENT IS POSTED AND CAN BE FOUND AT: [HTTPS://PERKSCON.COM/MASTER-SERVICE-AGREEMENT/](https://perkscn.com/master-service-agreement/)

Welcome to Perks Showcase™. Perks Showcase enables organizers of professional events to manage and promote their events experience, including communications, analytics, ticketing, polling, reporting, and display capabilities and such other features as may be offered by Perks Showcase, from time to time (the "Service").

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ORDERING OR USING THE SERVICE. By subscribing to or using the Service the undersigned Showcase Client (hereinafter "you" or "your") expressly acknowledge and agree that you are entering into a legal agreement with PERKS Convention, LLC (hereinafter "Perks", "we", "us" or "our"), and have understood and agree to comply with and be legally bound by, the terms and conditions of this Service Agreement for Event Organizers (this "Agreement"). The order form for the Service, accepted and approved by Perks (the "Order Form") and the Data Processing Addendum ("DPA") are an integral part of this Agreement and are incorporated herein but this reference, as are to the extent applicable, Perks' Terms of Use for its website. In the event of a conflict between the Order Form and this Agreement, the Order Form will supersede. ***MAKE SURE LINKS APPEAR FOR THE FOREGOING 3 DOCUMENTS***You hereby waive all applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law. If you do not agree to be bound by this Agreement, please do not order or use the Service.

I. Ability to Accept.

You represent and warrant that you are legally authorized to enter into this Agreement in your jurisdiction. If you are entering into this Agreement on behalf of an entity, you further represent that you are authorized to enter into this Agreement on behalf of such entity.

II. Permission to Use.

Subject to the terms and conditions of this Agreement, Perks hereby grants you a revocable, non-exclusive, non-licensable, non-assignable, non-transferable right and permission to use the Service for events that you organize or manage up to the amount of the registrations specified in the applicable Order Form and to store such amount of contacts, and to send such amount of emails, using the Service, which shall not exceed 10 (ten) times the registration amounts in the applicable Order Form.

III. Restrictions.

You agree not to, directly or indirectly, and shall not permit any third party to: (i) license, redistribute, sell, lease, lend or rent the Service; (ii) disassemble, reverse engineer, decompile or decrypt or attempt to derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Service or any documentation or

data related to the Service; (iii) copy, modify, improve or create derivative works or features or a competitive product to the Service or any part thereof; (iv) perform or attempt to perform any performance or penetration testing, including, but not limited to Approved Scanning Vendors (ASV), Black box, Grey box, White box or any of their blend or combination, without prior written consent of Perks, in which case you undertake (x) to share immediately with Perks the full report and findings of such tests, and (y) not to publish the test results, make them available publicly or share them with third parties without our prior written consent, (v) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service; (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the Service; (vii) use any communications systems provided by the Service to send unauthorized and/or unsolicited commercial communications; (viii) use the Perks name, logo or trademarks without our prior written consent; and/or (ix) use the Service to violate any applicable laws, rules or regulations, or for any unlawful, harmful, irresponsible or inappropriate purpose, or in any manner that breaches this Agreement or your obligations hereunder.

IV. Account.

1. In order to use the Service, you shall create an account with Perks (an "Account"). If you create an Account, you must provide accurate and complete information about yourself. You are solely responsible for the activity that occurs in your Account, and you must keep your Account password secure. You must notify us immediately of any unauthorized use of your Account. You hereby represent and warrant that all information you provide, including but not limited to information concerning your name, address, credit card number or payment service account identification, and other identifying information of any nature will be true, complete and correct, and that you will update all information as it changes. You may never use another person's Account or registration information for Perks Showcase without permission.
2. You undertake and agree to:
 - a. fully comply with all applicable laws and any other contractual terms which govern your use of the Services (and any related interaction or transaction), including those specific laws applicable to you or your end users ("End Users") in any of your geographical locations, including, without limitation, any applicable privacy, data protection and anti-spam laws;
 - b. be solely responsible and liable with respect to any of the uses, including by End Users, of the Services which occur under your Account and for any of content uploaded or provided by you, or imported, copied or uploaded for you, to your Account ("Your Content") (including for any consequences of accessing, using or publishing Your Content on or with respect to the Services);
 - c. you understand that we do not provide any legal advice or any recommendation with respect to any laws or requirements applicable to your use or any of your End Users, or your compliance therewith.

V. White-Label App.

1. If you purchase a private label mobile application together with the Services (the "White Label App"), you shall, for the term of the Agreement:
 - a. Serve as the account owner of record for Google Play and Apple App Store developer accounts (the "Developer Accounts");
 - b. Grant us an Admin access to the Developer Accounts (the "Admin Access"), including all rights authorizing us to take all necessary actions related to the Developer Accounts on your behalf without obtaining prior consents to such actions. You shall cooperate with us to ensure that the Admin Access is received by us a minimum of forty-five (45) days prior to the launch date of the White Label App. You hereby acknowledge and agree to have a sufficient number of available licenses, permissions, authorizations, or rights to access the Developer Accounts in order to allow us the Admin Access;
 - c. Be responsible for all fees associated with the Developer Accounts;
 - d. Not hold us liable for delays of any kind caused by your failure, or by failure of Google, Apple, or any other third party to provide any necessary or required information to us or to take any necessary or required actions in connection with the Developer Accounts;
 - e. You hereby acknowledge and agree that any your request for a change to the White Label App, including but not limited to White Label App name, logo, preview image change, splash screen resolution changes, keywords and description updates, may cause delays and you may incur additional fees and charges, all as shall be specified in the applicable order form;
 - f. Not access or use the Developer Accounts in any manner that could cause error or interruption. We shall not be liable for any errors, delays, or problems caused by your access or use of the Developer Accounts;
 - g. Cooperate with us by providing, in a timely manner such that we can meet our obligations hereunder, any information and/or taking any action, as necessary or is required, including, but not limited to, the execution of any documents related to the Developer Accounts.
2. If you purchase the White Label App, we shall:
 - a. Create the White Label App;
 - b. Assist you, or otherwise access and perform certain actions on your behalf in the Developer Accounts including, but not limited to, activation, set-up, management, maintenance, support, and, with your assistance, as may be required, obtain read-only Developer Accounts and full-access Developer Accounts on your

behalf;

- c. Have the right, but not the obligation, to respond, on your behalf, to White Label App reviews in Google Play and Apple App Store.
3. White Label Assets. We shall retain all trademark, copyright, and other Intellectual Property Rights (as defined below) in the White Label App, and to any brand name and brand visualization content that we create in connection with the White Label App. We reserve the right to include elements indicating us as the provider of the White Label App, such as word elements (e.g. "powered by Perks") and/or design elements (e.g. our logo), in conjunction with such White Label Assets wherever they may appear.

VI. Professional Service.

If you purchase professional services, the following provisions shall apply:

1. Delivery.
 - a. Perks shall deliver or otherwise make available to You each Deliverable or to complete each Task ("Deliverable" and "Task" together, the "Product") on or prior to the due date set forth in the milestone schedule, attached to the applicable Order Form (the "Milestone Schedule").
 - b. Perks is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Your delay in performing, or failure to perform, any of Your obligations under this Agreement. In the event of any such delay or failure, we may, by written notice to You, extend all or any subsequent due dates for Milestones set forth in the Milestone Schedule as we deem necessary. The foregoing is in addition to, and not in lieu of, all other remedies Perks may have for any such Your failure or delay.
2. Testing and Acceptance. All acceptance testing of the Deliverables shall be conducted as follows:
 - a. Following delivery of each Deliverable, You will have 3 business days (the "Testing Period") to conduct the tests for such Deliverable (the "Acceptance Tests") to evaluate whether such Deliverable materially conforms and performs in accordance with the specifications schedule, attached to the applicable Order Form (the "Specifications"). Perks shall have the right to observe or participate in all or any part of such Acceptance Tests.
 - b. Promptly upon the completion of the Acceptance Tests, You shall notify Perks in writing of Your acceptance or, solely if the Acceptance Tests identify any material failure of the Deliverable to conform and perform in accordance with the Specifications (each, a "Nonconformity"), rejection of the Deliverable. You shall not unreasonably withhold Your acceptance and shall include in any rejection notice a detailed description of the Acceptance Tests conducted, the results thereof and each identified Nonconformity. Each Deliverable will be deemed accepted by You upon the expiration of the Testing Period therefor if You has not delivered a

notice accepting or rejecting the Deliverable prior to such expiration.

- c. Subject to the provisions set forth in this Section VI, following receipt of a rejection notice, Perks shall use commercially reasonable efforts to remedy all Nonconformities and re-deliver the Deliverable. Upon re-delivery, You shall have an additional Testing Period to conduct Acceptance Tests to determine whether each Nonconformity has been remedied.
- d. The parties shall repeat the process set forth in above until You have accepted the Deliverable as set forth in Section VI.3, provided, however, if Perks fails more than twice to remedy a material Nonconformity: (i) You may accept the Deliverable as nonconforming, in which case the fees will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable had it materially conformed and performed in accordance with the Specifications; or (ii) if You do not accept the Deliverable as non-conforming, either party may terminate this Agreement by written notice to the other party.
- e. This Section VI sets forth Perks' sole obligations and Your exclusive remedies for any failure of any Deliverable to conform or perform in accordance with the Specifications.

3. Work Product.

- a. All right, title and interest in and to (a) the Specifications, Products, the software required to provide the Service (the "Software"), documentation, work product and materials related thereto that Perks is required to or otherwise does create or provide to You in connection with the Service (the "Work Product"), and (b) all works, inventions and other subject matter incorporating, based on or derived from any Work Product, including all customizations, enhancements, improvements and other modifications thereof (collectively, "Derivatives"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain with Perks. You have no right or license with respect to any Work Product or Derivatives except as expressly granted to you under Section VI of this Agreement. All other rights in and to the Work Product and Derivatives are expressly reserved by Perks.
- b. Subject to and conditioned upon Your payment of the Fees, the Service Fees, and the Perks Payment Processing Fee, if applicable, and compliance with and performance in accordance with all other terms and conditions of this Agreement, Perks hereby grants You, for the term of the Agreement, a personal, revocable, non-exclusive, non-licensable, non-assignable, non-transferable right and permission to use the Work Product solely for events You organize and manage, using the Service.
- c. You shall not, and shall not permit any other person to, access or use any Work Product except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, You shall not:
 - 1. copy, modify, or create derivative works or improvements of the Work Product;

2. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Work Product to any other person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
3. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
4. remove, delete, alter, or obscure any trademarks or any copyright, patent, or other intellectual property or proprietary rights notices from any Work Product, including any copy thereof;
5. use any Work Product in a manner or for any purpose that infringes, misappropriates, or otherwise violates any law or Intellectual Property Right;
6. use the Work Product for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to Perks' commercial disadvantage;
7. use any Work Product in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications; or
8. otherwise use the Work Product beyond the scope of the right granted under Section VI.

VII. Perks Showcase Content.

1. The: (i) the Service; (ii) the content on the Service which has been provided by Perks, including without limitation, the text, information, documents, descriptions, products, graphics, photos, sounds, videos, interactive features and services (the "Materials"), and (iii) Perks' trademarks, service marks and logos contained therein ("Marks", and together with the Materials, the "Perks Showcase Content"), is the property of Perks and/or its licensors and may be protected by applicable copyright or other intellectual property laws and treaties. "Perks Showcase" and the Perks Showcase logo are Marks of Perks and its affiliates. All other trademarks, service marks or logos used on the Service are the trademarks, service marks or logos of their respective owners.
2. Perks owns all rights in and to the Perks Showcase Content, Including Intellectual Property Rights, and has the full power, title, licenses, consents, and authority, in and to the Perk Showcase Content, as necessary to legally access to perform its obligations hereunder.
3. Sub-Domains. We may provide you with the right to use a subdomain within the Service. All such sub-domains are the sole property of Perks. In the event we provide you with a sub-domain, your right to use such sub-domain may be terminated by us at any time (with or without notice and with or without reason).

4. Use of Content. The Perks Showcase Content is provided to you “as is” for your use under this Agreement only and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, decompiled or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the Perks Showcase Content you must retain all copyright and other proprietary notices contained therein.
5. We attempt to be as accurate as possible. However, we cannot and do not warrant that the Perks Showcase Content is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the Perks Showcase Content, or any part thereof without the requirement of giving you any notice prior to or after making such changes to the Perks Showcase Content.
6. Perks has obtained all consents and permissions required under all applicable laws, regarding the posting, transmission, and publication of any personal information and/or image or likeness of any person, entity or property which is part of Perks Content, and will adhere to all laws applicable thereto.

VIII. Your Content.

1. You confirm you own all rights in and to your content, including any designs, images, animations, videos, audio files, fonts, logos, code, illustrations, compositions, artworks, interfaces, usernames, information you provide for the purpose of creating a subdomain name, text, literary works and any other materials (collectively, "Your Content"), or otherwise have (and will continue to have) the full power, title, licenses, consents and authority, in and to Your Content, as necessary to legally access to, import, copy, use, publish, transfer or license such Your Content, by you and us or any of our affiliates;
2. You have (and will maintain) the full power, title, licenses, consents and authority to allow the Services to access any websites, web pages and/or other online services designated by you, for the purpose of importing, copying, displaying, uploading, transmitting and/or otherwise using, Your Content;
3. Your Content is (and will continue to be) true, current, accurate, non-infringing upon any third party rights, and in no way unlawful for you to upload, import, copy, possess, post, transmit, display or otherwise use, in the country in which you or your End Users reside, or for Perks and/or your End Users to access, import, copy, upload, use or possess in connection with the Services;
4. You have obtained all consents and permissions required under all applicable laws, regarding the posting, transmission, and publication of any personal information and/or image or likeness of any person, entity or property which is part of Your Content, and you will adhere to all laws applicable thereto.

IX. Your Fees.

1. You will be obligated to pay Perks all fees described in the applicable Order Form, which are collectively referred to as "Fees". Payments shall be due within such period of time as expressly specified in the applicable Order Form. Fees are based on an annual per capita fee of \$3.00, paid in full in advance, on a fully-earned and non-refundable basis, with aggregate annual minimums as specified by Perks as specified in the applicable Order Form.
2. The Fees shall be paid and/or charged by the payment method selected in the applicable Order Form. The Fees are separate from, and additional to, any fees which may be charged by the payment processing provider that you have selected. You hereby represent and warrant that you are authorized and legally entitled to use the payment method and associated account selected by you for all Fees.
3. You may be required by us to provide additional information as reasonably requested (beyond the information required to register for the Services) about yourself, the entity you represent (if any) and the principals/beneficial owners of the entity you represent (if any) (collectively, "Additional Information"). As an example, the Additional Information may include current address, doing business as (DBA) names, description of products, website address, bank account or other payment account information, Tax Identification Numbers, date of birth, passport or driver's license number, country of origin, copies of government identification documents and other personal information. This information may be used to verify your identity, the validity and/or legality of your transactions. You agree to: (a) provide this information in a timely, accurate and complete manner and (b) maintain and promptly update this information in a timely manner to ensure it remains accurate and complete at all times.
4. You agree that we are permitted to share the information relating to your events and transactions on the Services, including the Additional Information, solely with the payment processing provider that you have selected, our payment processing partners, card based payment networks, such as Visa, MasterCard, and American Express (the "Credit Cards"), and non-card based payment networks such as direct debit and other alternative forms of payment (the "Alternative Forms of Payment"), and with your bank, in each case to the extent your transactions or events involve such third parties.
5. As part of the creation of a paid event or at any time following such creation you may select a payment processing method for your event that is provided by a third party provider (the "Non-Perks Payment Processor"). For the avoidance of doubt, Perks does not and will not provide to you banking, deposit taking, stored value, insurance or any other financial services. You agree to pay all services fees of such Non-Perks Payment Processor (the "Service Fee").

6. Non-Perks Payment Processing. If a Non-Perks Payment Processor Is used, you and the persons who register to participate in your events (the "Registrant") transact the applicable payment through a third-party service and are bound by the applicable terms of use governing such service.

7. Taxes.
 - a. You are solely responsible for determining which, if any, sales, use, amusement, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to your use of the Service and to sales you make using the Service. You agree that it is your sole responsibility to, and that you will, collect and remit the correct amounts of all such Taxes to the applicable governmental authorities (the "Tax Authorities"). Perks does not represent, warrant or guarantee that any invoicing or tax tools (the "Tax Tools") to the extent available through our Service, you will meet all tax requirements that may be applicable to you or that such Tax Tools will result in your collection or remittance of all applicable Taxes, which Taxes may vary based on the nature of your event, the nature of your tax status (individual, entity, business, consumer, etc.), your location, the location of your End Users, credits and deductions for which you may qualify and other factors, and you hereby release Perks from any and all liability with respect to your use of the Tax Tools. None of such Tax Tools should be considered legal or tax advice. In the event that a Tax Authority requires Perks to pay any Taxes attributable to your use of the Service or to sales you make using the Service, you agree to promptly and fully reimburse Perks for such Taxes upon demand and all costs, penalties, interest and expenses related thereto.
 - b. Notwithstanding the preceding paragraph, Perks may, in certain jurisdictions, be required to collect and remit Taxes on Perks Service Fees (the "Perks Fees") to the Tax Authorities. In such jurisdictions, Perks will collect from you Taxes on Perks Fees, and you agree to pay such Taxes. Perks may, at its sole election, invoice you for Taxes on Perks Fees or withhold (from amounts it would otherwise pay to you) the amount of Taxes on Perks Fees. With the exception of Taxes on Perks Fees that we collect from you pursuant to this paragraph, you remain responsible for collecting and remitting the correct amount of any Taxes that apply to your use of the Service and to sales you make using the Service.
 - c. If you are residing in the EU and have not provided us with your VAT Identification Number ("VAT ID"), we are required to collect Value Added Tax ("VAT") from you on the Perks Service Fee for paid tickets or registrations sold through the Service in order to comply with sales tax regulations of the European Union (the "EU"). In such

case, we will remit any VAT collected to the relevant tax authority. If you provide us with your VAT ID, we will not collect VAT on the Perks Service Fee. It is your sole responsibility to ensure that the VAT ID you provide to us (if any) is accurate, complete and properly formatted. Please be aware that falsification or misrepresentation of information to evade payment of VAT may result in fines and/or criminal prosecution. You agree to promptly and fully reimburse Perks for all out-of-pocket costs and expenses arising out of your falsification or misrepresentation of a VAT ID.

- d. Perks reserves the right to withhold the payment of any amounts owed to you hereunder and dispose of them as required by applicable local, state, provincial, national or other law, rule, regulation, judgment or order, in each case as determined by Perks, or to seek later payment from you of any amounts on taxes uncollected and unremitted, related to your events.
8. Payment Currency. All sales, fees, charges, and funds are payable in U.S. Dollars, or other foreign currencies accepted by Perks. If you select a foreign currency option accepted by Perks, Perks will collect and disburse the funds in the foreign currency selected by you, subject to any exchange rates which may be applicable, as published by Perks from time to time.
 9. Refunds & Cancellations for Registrants. This Section 9 only applies to the extent you have Registrants as defined herein.
 - a. Regardless of what payment method is selected, it is your responsibility to communicate your refund policy to Registrants and to issue refunds to Registrants via the payment method that you have selected.
 - b. You shall ensure that your refund policy is consistent with this Agreement and the refund mechanics of your selected Payment Processor. The Registrant will receive the funds in accordance with the Payment Processor policies and practices. After you have collected your full payout, all refunds will have to be provided outside of Perks.
 - c. All communications or disputes regarding refunds are between you and the Registrant, and Perks will not be responsible or liable for refunds, errors in issuing refunds, or lack of refunds.
 - d. Notwithstanding anything contained in this Agreement to the contrary, Perks will not be offering any refunds.
 10. Delayed Payment/Non-payment. In the event that you fail to pay any amount owed pursuant to the terms herein to Perks when due, Perks may, in its sole discretion and without limiting any other right or remedy we may have, setoff the amounts owed against any amount due from Perks to you and/or suspend, block, or terminate your Account and cancel any or all other events listed by you following written notice to you and your failure

to pay such amounts in full within seven (7) days following the notice.

11. Compliance with Law Enforcement. Each party will comply with law enforcement authorities and may provide them with any and all information you submit to us or that you obtain from us to assist in any investigation or prosecution they may conduct. If either party is requested to provide such information or assistance, the notified party will notify the other party in writing within three (3) business days of receiving the request, unless such notification is prohibited by law or regulation.

X. Third Party Sources and Content.

1. We or third parties may make available third-party products or services, including, for example, third party applications and implementation, and other consulting services ("Non-Perks Services"). Any acquisition by you of such products or services, and any exchange of data between you and any Non-Perks Services provider, is solely between you and the applicable Non-Perks Services provider. We do not warrant or support, and we are not liable to you or to the End Users for any of Non-Perks Services
2. Non-Perks Services and Your Data. If you choose to use a Non-Perks Service with Perks Service, you grant us permission to allow the Non-Perks Service and its provider to access your data as required for the interoperation of that Non-Perks Service with Perks Service. We are not responsible for any disclosure, modification or deletion of your data resulting from access by such Non-Perks Service or its provider.
3. Interoperation with Non-Perks Services. Perks Services may contain features designed to interoperate with Non-Perks Services. To use such features, you may be required to obtain access to such Non-Perks Services from their providers, and may be required to grant us access to your account(s) for such Non-Perks Services. If the provider of a Non-Perks Services ceases to make the Non-Perks Services available for interoperation with the corresponding Perks Service features in a manner acceptable to us, we will not be able to guarantee the continued availability of such Perks Service features, and may cease providing them without entitling you to any refund, credit, or other compensation.
4. You acknowledge and agree that regardless of the manner in which Non-Perks Services may be offered to you, Perks merely acts as an intermediary platform between you and such Non-Perks Services providers, and does not in any way endorse any such Non-Perks Services, or shall be in any way responsible or liable to you or to the End Users with respect thereto. Perks will not be a party to, or in any way be responsible for monitoring, any interaction or transaction between you and any such Non-Perks Services providers.
5. Any and all use of the Non-Perks Services shall be done solely at your own risk and responsibility, and may be subject to such legal and financial terms which govern such Non-Perks Services, which you are encouraged to review before engaging with them.

XI. Messages.

1. The Service may permit you to send messages (including via email) to and receive messages from a Third Party Source or other Service users ("Messages"). You are solely responsible for your Messages and the consequences of sending them. You grant us a worldwide, revocable, non-exclusive license to use, store and reproduce your Messages solely for the limited purpose of facilitating sending them to your designated recipients (and we may also use the tools or services of third party service providers to facilitate the sending of Messages to your designated recipients). You represent and warrant that you own or have the necessary rights and permissions to use all of the Intellectual Property Rights in and to your Messages, and to grant us a limited, revocable, non-exclusive, royalty-free, license in such Intellectual Property Rights solely for the purpose detailed in this Section XI. You retain all of your ownership rights in your Messages. You acknowledge and agree that the provisions of Section XII (User Submissions) below shall also apply to Messages that you send via the Service.
2. Notwithstanding the foregoing, at all times and for any reason, you shall have the right to remove a Registrant or other user from the Service upon notice to Perks. If a Registrant or user is removed from the Service, all such Registrant's (or other user's, as the case may be) User Submissions (as defined below) shall be promptly deleted, upon your request, and any rights Perks may have had with regards to such User Submissions shall immediately terminate, except that Perks may retain archival copies of such User Submissions.

XII. User Submissions.

1. The Service may permit the hosting, sharing, posting and publishing of content by you and other users ("User Submissions"). Because your User Submissions may be posted to the Service, or otherwise be made publicly available confidentiality with respect to any User Submissions cannot be assured. We have complete discretion whether to publish your User Submissions and we reserve the right without further notice to you, to monitor, censor, edit, remove, delete and/or remove any and all User Submissions at any time which we believe to be in violation of Section XII.6 (Prohibited Content). Irrespective of our aforesaid discretion, you are solely responsible for all your User Submissions and their consequences with the exception of the negligence or willful misconduct of Perks, or the breach of Perks of this Agreement.
2. Ownership. You represent and warrant that you own or have the necessary rights and permissions to use and authorize us to use all Intellectual Property Rights in and to your User Submissions, solely for the purpose of providing the Services to you and the Registrants. You retain all of your ownership rights in your User Submissions.
3. License to User Submissions. Subject to this Agreement and the terms of our Privacy Policy, by submitting the User Submissions, you hereby grant us a worldwide, irrevocable, non-exclusive, royalty-free, license to use, reproduce, distribute, prepare derivative works of, display and perform the

User Submissions only for the provision of the Service.

4. Responsibility for User Submissions. You understand and acknowledge that the author of each User Submission is solely responsible for its content and that we have no responsibility for or liability related to any User Submission.
5. Disclosure. We reserve the right to access, read, preserve and disclose any User Submission or any other information that we obtain in connection with the Service as we reasonably believe is necessary to: (i) satisfy any applicable law, regulation, legal process, subpoena or governmental request; (ii) enforce this Agreement, including investigation of potential violations of it; (iii) detect, prevent or otherwise address fraud, security or technical issues; (iv) respond to user support requests; or (v) protect the rights, property or safety of Perks, our users or the public.
6. Prohibited Content. You agree that you will not knowingly send, display, post, submit, publish or transmit a User Submission or Message that: (i) is unfair or deceptive under the consumer protection laws of any jurisdiction; (ii) is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights; (iii) creates a risk to a person's safety or health, creates a risk to public safety or health, compromises national security, or interferes with an investigation by law enforcement; (iv) impersonates another person; (v) promotes illegal drugs, violates export control laws, relates to illegal gambling, or illegal arms trafficking; (vi) is unlawful, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, gives rise to civil liability, violates any law, or is otherwise dishonest, inaccurate, inappropriate, malicious or fraudulent; (vii) involves theft or terrorism; (viii) constitutes an unauthorized commercial communication; (ix) contains the contact information or any personally identifiable information of any third party unless you have first obtained the express and informed consent of said third party to include their contact information and/or personal information; and/or (x) breaches this Agreement.

XIII. Copyright Policy.

1. Removal of Content. It is the policy of Perks to respect the legitimate rights of copyright owners, and we will respond to clear notices of alleged copyright infringement. Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (the "DMCA"), Perks has designated a Copyright Agent (as specified below) to receive notifications of claimed copyright infringement in connection with: (i) the Service and/or (ii) the websites that we operate. Please be advised that we enforce a policy that provides for the termination in appropriate circumstances of Service users who are repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide the Copyright Agent with the following information in accordance with the DMCA:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
 - b. A description of the copyrighted work you claim has been infringed;
 - c. A description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it. Providing URLs in the body of an email is the best way to help us locate content quickly;
 - d. Your address, telephone number and email address;
 - e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
 - f. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
2. **Counter-Notification.** If you believe that the material you posted was removed from the Service by mistake, and that you have the right to post the material, you may elect to send us a counter-notification. To be effective the counter-notification must be a written communication provided to our Copyright Agent that includes substantially the following (please consult your legal counsel or see the Digital Millennium Copyright Act, 17 U.S.C. (the "Copyright Act") Section 512(g)(3) to confirm these requirements):
- a. Your physical or electronic signature;
 - b. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled. Providing URLs in the body of an email is the best way to help us locate content quickly;
 - c. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - d. Your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which Perks may be found, and that you will accept service of process from the person who provided notification of infringement or an agent of such person.

3. Misrepresentations. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.
4. Copyright Agent. Perks' agent for notice of claims of copyright infringement ("Copyright Agent") can be reached as follows:

Lederberg Business Law, Inc.
400 Westminster Street, Suite 200
Providence, RI 02903
Attn: Tobias Lederberg, Esq.

XIV. Intellectual Property Rights.

1. This Agreement grants you the right and permission to use the Service in accordance with this Agreement. You acknowledge that Perks and its licensors retain all title, ownership rights and Intellectual Property Rights in and to the Service, and any or all modifications to the Services, related documentation and marketing materials. We reserve all rights not expressly granted herein to the Service.
2. Nothing in this Agreement will directly or indirectly be construed to assign or grant you any right of ownership, title or interest in the Services, or any intellectual property rights relating.

"Intellectual Property Rights" mean all rights, title and interest in and to the Services, including any and all copyrightable materials or any other content thereof which is or may be subject to any intellectual property rights under any applicable law (including any artwork, graphics, images, website templates and widgets, literary work, source and object code, computer code (including html), applications, audio, music, video and other media, designs, animations, interfaces, documentation, derivatives and versions thereof, the "look and feel" of the Services, methods, products, algorithms, data, interactive features and objects, advertising and acquisition tools and methods, inventions, trade secrets, logos, domains, customized URLs, trademarks, service marks, trade names and other proprietary identifiers, whether or not registered and/or capable of being, and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

3. Nothing in this Agreement will directly or indirectly be construed to assign or grant Perks any right of ownership, title, or interest in any of your intellectual property .

XV. Privacy.

Perks will protect your data and personal information of Registrants that we may collect or obtain in connection with the Service in accordance with applicable law and our privacy policy which is available at: <https://www.perkscon.com/privacy> ("Privacy Policy"). You hereby consent to our treatment of such data and personal information in accordance with our Privacy Policy. You acknowledge and agree that Perks may retain, use and process personal information of Registrants, in accordance with Perks's Privacy Policy, during and after the

term of this Agreement. Perks employs reasonable systems and processes, in accordance with industry standards, to protect your data. We maintain cybersecurity protection in accordance with industry standards.

In the event that Perks discovers any breaches of, or unauthorized access to, your account, your personal information, or data, Perks shall use reasonable efforts to immediately terminate the unauthorized access. To the extent required under applicable law and subject to the provisions thereof, Perks shall provide any and all notices to third parties as required by law in the event of a breach of your account or unauthorized access to your personal information or data, including but not limited to notices of data breaches to affected third parties. Perks shall provide support to you and any other necessary third party to remedy the breach.

To the extent that the personal data that we process as part of our services to you relates to individuals within the EU, then for the purposes of EU data protection laws, Perks is a data processor of your personal information and you are the data controller. Perks' privacy practices as indicated in Perks' Privacy Policy will be deemed as made on your behalf, and you and Perks agree to enter into Perks' Data Processing Addendum, which is available [here](#).

XVI. Confidentiality.

1. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, 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. Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party or any other party, or (iv) was independently developed by the Receiving Party.
2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care). The Receiving Party shall (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit the access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes of performing the Services under this Agreement and who have entered into confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.
3. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted).

XVII. Limited Warranty and Disclaimers.

1. WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE SERVICE TO YOU OR TO ANY OF YOUR END USERS AND ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE COMPLETENESS, RELIABILITY, USEFULNESS OR DECENCY OF THE SERVICE, OR CONTENT OR PRODUCTS DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SERVICE.
2. EXCEPT AS EXPRESSLY SET FORTH IN SECTION XVII 1. AND ONLY TO THE EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICE WILL BE CONTINUOUS OR UNINTERRUPTED OR THAT IT WILL MEET YOUR OR END USERS' REQUIREMENTS.
3. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM YOUR OR YOUR END USERS' USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED.
4. TO THE EXTENT PERMITTED BY LAW, IF YOU HAVE A DISPUTE WITH ANY REGISTRANT OR OTHER SERVICE USER, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH SUCH A DISPUTE OR THE SERVICE. WE RESERVE THE RIGHT, BUT HAVE NO OBLIGATION, TO MONITOR ANY SUCH DISPUTE.
5. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL CONTENT, INFORMATION, PRODUCTS OR SERVICES OFFERED BY ADVERTISERS, THIRD PARTIES (INCLUDING EVENT PRODUCERS) OR OTHER USERS ON OR THROUGH THE SERVICE.
6. WE MAKE NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.
7. Applicable law may not allow the exclusion of certain warranties, so to that extent, such exclusions may not apply.

XVIII. Limitation of Liability.

1. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, FOR ANY LOSS OF DATA, REVENUE, BUSINESS OR REPUTATION, OR FOR THE COST OF SUBSTITUTE GOODS OR SERVICES, THAT ARISES UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICE EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, BUT ONLY TO THE EXTENT PERMITTED BY LAW.

2. IN ANY EVENT, NEITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES AND LOSSES THAT ARISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THAT RESULT FROM YOUR USE OF OR INABILITY TO USE THE SERVICE, OR PERKS' PROVISION OF SUCH SERVICES, SHALL NOT IN ANY CIRCUMSTANCE EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNTS, IF ANY, ACTUALLY PAID BY YOU TO PERKS FOR USING THE SERVICE WITHIN THE TWELVE (12) MONTHS PRECEDING THE DATE OF BRINGING A CLAIM. THE LIMITATIONS IN THIS SECTION SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION X OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION XIX.

XIX. Indemnity.

Perks is not responsible for the conduct or legality of your events or for the legality of Your Content. You agree to defend, indemnify and hold harmless Perks and our affiliates, and our respective officers, directors, employees, agents, consultants, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) Your Content, any User Submission, Message or other content provided by you or any of your officers, directors, employees or agents, or End Users; (ii) your or End Users use or misuse of the Service (iii) any refunds owed or claimed to be owed to Registrants; (iv) your failure to pay or withhold any taxes or other fees required by applicable law; (v) your events; (vi) your violation of any third party right, including without limitation any Intellectual Property Right or privacy right; (vii) your breach of this Agreement or (viii) your violation of any applicable law or regulation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

Perks agree to defend, indemnify, and hold harmless you and your affiliates, and your respective officers, directors, employees, agents, consultants, successors and assigns from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including but not limited to attorney's fees) arising from: (i) third-party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

XX. Export Laws.

You represent that you are not, and will not make the Services available to, the resident of any embargoed country or a prohibited person under any export control or anti-terrorism law, regulation, or list. You agree to comply fully with all applicable export laws and

regulations to ensure that neither the Service nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

XXI. Updates and Upgrades.

We may from time to time provide changes, revisions, updates or upgrades to the Service or any of the features thereof (each a "Revision") but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic Revision of the Service or features without any additional notice to you. You consent to any such automatic Revision. All references herein to the Services shall include Revisions implemented thereto. This Agreement shall govern any Revisions that replace or supplement the Service, unless the Revision is accompanied by a separate agreement which will govern the Revision. To the extent such Revision materially adversely affects the Services, Perks will give notice of such Revisions and a 15-day period in which you may terminate this Agreement.

XXII. Term and Termination.

1. This Agreement shall remain in effect through the Term, as such defined in the applicable Order Form, unless terminated by either party in accordance with the provisions of this Agreement. A party may terminate this Agreement prior to the end of subscription period if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice thereof; or (b) becomes insolvent, is unable to pay its debts in the ordinary course of business, becomes the subject of bankruptcy proceedings, or makes an assignment for the benefit of creditors. Additionally, Perks may terminate this Agreement immediately if: (a) you or your officers, directors, or key employees, agents, or affiliates are charged, investigated or convicted of fraud, misrepresentation or in connection with any criminal proceeding, which could reasonably result in injury to the reputation of Perks; or (b) you violate any of the following Sections: III (Restrictions), IV (Account), VII (Perks Showcase Content), VIII (Your Content), XII.6 (Prohibited Content), XX (Export Laws) or XXIV. 3. (Compliance with Laws); and You may terminate this Agreement immediately if Perks violates any of the following Sections XX (Export Laws) or XXIV.3 (Compliance with Laws).
2. Upon termination or expiration of this Agreement, you shall cease all use of the Service. This Section XXII.2 and Sections X (Your Fees), XIV (Intellectual Property Rights), XV (Privacy), XVI (Confidentiality), XVII (Warranty Disclaimers), XVIII (Limitation of Liability), XIX (Indemnity), and XXII (Assignment) through XXVI (General) shall survive termination of this Agreement for any reason, as well as any other provision of this Agreement which, in accordance with its terms, is intended to survive such termination.

XXIII. Assignment.

This Agreement, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by either party without the other party's prior written consent, and any attempted assignment, subcontract, delegation, or

transfer in violation of the foregoing will be null and void. The terms and conditions set forth in this Agreement shall be binding upon assignees.

XXIV. Governing Law and Disputes; Compliance with Laws

1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. Any dispute arising under this Agreement shall be resolved via binding arbitration under the rules of the American Arbitration Association in Boston, MA, USA.

2. Notwithstanding the foregoing, we may seek injunctive relief in any court of competent jurisdiction. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR PERKS MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OF THE SERVICE OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

3. Both parties agree to comply with all applicable laws and regulations, including but not limited to privacy laws, antitrust laws, anti-spam laws, consumer protection laws and financial transaction laws, in connection with your use of the Service and Perks' provision of the Services, as applicable.

XXV. Force Majeure.

Neither party will be responsible for failure or delay of performance of such party obligations under this Agreement, where such failure or delay results from any cause beyond such party's reasonable control, including, without limitation: an act of war, hostility, or sabotage; act of God; earthquakes, floods, fires, epidemics; electrical, internet, or telecommunication outage that is not caused by the willful misconduct of the obligated party; or government restrictions. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

XXVI. General.

1. This Agreement including the policies and/or addendums linked (by way of the provided URLs) to this Agreement shall constitute the entire agreement between you and Perks concerning the Service. No amendment to this Agreement will be binding unless in writing and signed by both parties. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

2. Perks reserves the right, at its sole discretion, to modify, replace, change, suspend, or discontinue certain Services, provided such modification, replacement, change, suspension or discontinuation will not adversely alter your use of the Services.

3. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

Signature of Showcase™ Client

Signature:

Name & Title:

Date:

Company:

Signature of PERKS Convention LLC

Signature:

Name & Title: Alexa Baggio, CEO

Date:

Company: