

## RAINFOCUS MASTER SUBSCRIPTION AND SERVICES AGREEMENT

This Master Subscription and Services Agreement ("Agreement") is entered into between RainFocus, LLC, a Delaware limited liability company ("RainFocus"), and the entity identified in the applicable Order Form ("Client") as of the date Client signs such Order Form (the "Effective Date"). RainFocus and Client may be referred to collectively as "Parties" and individually as a "Party."

By signing an Order Form that references this Agreement, Client agrees to be bound by the terms of this Agreement.

### 1. ACCESS TO THE SERVICES

1.1 Grant of License. Subject to payment of all applicable fees, RainFocus grants Client a nonexclusive, worldwide, nontransferable, non-sublicensable right to access and use the SaaS Services during the Term in accordance with this Agreement and the applicable Order Form.

1.2 Order Forms. Each Order Form shall incorporate the terms of this Agreement. In the event of conflict, the order of precedence shall be: (1) the Data Processing Agreement, (2) the Order Form, (3) this Agreement.

1.3 Subcontractors. RainFocus may use subcontractors to perform the Services, provided RainFocus remains responsible for their performance.

1.4 Aggregated Statistics. RainFocus may collect and compile aggregated, de-identified statistics based on Client's use of the Services ("Aggregated Statistics"). Aggregated Statistics will not identify Client or any individual. RainFocus may use Aggregated Statistics for product improvement, benchmarking, and analytics purposes. RainFocus will not sell Aggregated Statistics.

1.5 Use Restrictions. Client shall not, and shall not permit any user to: (a) use the Services beyond the scope of this Agreement; (b) copy, modify, or create derivative works of the Services; (c) rent, lease, sell, sublicense, or distribute the Services; (d) reverse engineer, disassemble, or decompile the Services; (e) remove any proprietary notices; (f) use the Services in violation of applicable law or in a manner that infringes any third-party rights; or (g) permit any RainFocus competitor to access the Services

1.6 Client Content. Client is responsible for all content uploaded to the Services by Client or its users ("Content"), including ensuring that Content does not infringe third-party rights or violate applicable law. RainFocus has no obligation to monitor Content.

### 2. INTELLECTUAL PROPERTY

2.1 RainFocus IP. As between the Parties, RainFocus owns all right, title, and interest in and to the Services, Aggregated Statistics, and all related intellectual property ("RainFocus IP").

2.2 Client Data. As between the Parties, Client owns all right, title, and interest in and to the data uploaded by or on behalf of Client to the Services ("Client Data"), excluding Aggregated Statistics. Client grants RainFocus a non-exclusive, royalty-free license to use Client Data as necessary to provide the Services. Upon termination, RainFocus will make Client Data available for download for thirty (30) days upon Client's request. After such period, RainFocus may delete Client Data.

2.3 Feedback. If Client provides suggestions or feedback regarding the Services ("Feedback"), RainFocus may use such Feedback without obligation to Client.

### 3. FEES AND PAYMENT

3.1 Fees. Client shall pay the fees set forth in each Order Form. Except as expressly provided, all fees are non-refundable.

3.2 Invoicing. RainFocus will invoice Client in accordance with the Order Form. Unless otherwise specified, invoices are due within forty-five (45) days. Late payments will accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law. If Client fails to pay any invoice within fifteen (15) days after receiving notice of non-payment, RainFocus may suspend Client's access to the Services until payment is received.

3.3 Taxes. Client shall pay all applicable sales, use, and similar taxes, excluding taxes based on RainFocus's income.

### 4. WARRANTIES

4.1 Mutual Warranties. Each Party represents and warrants that: (a) it has the authority to enter into this Agreement; (b) its performance will not violate any other agreement to which it is bound; and (c) it will comply with all applicable laws in performing its obligations.

4.2 RainFocus Warranties. RainFocus warrants that: (a) the Services will perform materially in accordance with the applicable documentation; and (b) it will use commercially reasonable, industry-standard measures to ensure the Services do not contain viruses or malicious code.

4.3 Availability. RainFocus will use commercially reasonable efforts to maintain 99.9% availability of the Services during each Active Event Period, excluding scheduled maintenance and circumstances beyond RainFocus's reasonable control. "Active Event Period" means the scheduled live programming hours of Client's event as set forth in the published event agenda, excluding pre-event, post-event, setup, rehearsal, testing, and non-programmed periods. RainFocus shall have reasonable discretion to determine the Active Event Period. "Event Transaction Fees" means the per-registrant fees charged by RainFocus to Client for the affected

event. Client's sole and exclusive remedy for failure to meet this commitment is a service credit calculated as a percentage of Event Transaction Fees, as follows:

| Availability During Active Event Period | Credit                        |
|---|-------------------------------|
| 99.0% – 99.9%                           | 5% of Event Transaction Fees  |
| 95.0% – 99.0%                           | 10% of Event Transaction Fees |
| Below 95.0%                             | 15% of Event Transaction Fees |

To receive a credit, Client must notify RainFocus in writing within fifteen (15) days after the end of the affected Active Event Period. Notwithstanding the foregoing, total credits for any single event shall not exceed twenty percent (20%) of the Event Transaction Fees for that event. Credits will be applied against future invoices and are not redeemable for cash.

4.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 4, RAINFOCUS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## 5. INDEMNIFICATION

5.1 By RainFocus. RainFocus shall defend Client against any third-party claim alleging that Client's permitted use of the Services infringes a U.S. patent or registered copyright, and shall indemnify Client for damages finally awarded. If the Services are held or believed likely to infringe, RainFocus may, at its option: (a) modify the Services to be non-infringing; (b) obtain a license for continued use; (c) substitute a non-infringing alternative; or (d) terminate the Agreement and refund prepaid fees for the unused portion of the Term. This Section states Client's sole remedy for intellectual property infringement claims.

5.2 By Client. Client shall defend RainFocus against any third-party claim arising from: (a) Client Data; (b) Client's use of the Services in material violation of this Agreement; or (c) Client's violation of applicable law. Client shall indemnify RainFocus for damages finally awarded.

5.3 Procedure. The indemnified Party must: (a) provide prompt written notice of the claim; (b) give the indemnifying Party sole control of the defense and settlement (provided any settlement unconditionally releases the indemnified Party); and (c) provide reasonable cooperation.

## 6. CONFIDENTIALITY

6.1 Definition. "Confidential Information" means any non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential. Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was rightfully known prior to disclosure; (c) is independently developed; or (d) is rightfully obtained from a third party without restriction.

6.2 Obligations. Each Party shall: (a) use the other's Confidential Information only to perform its obligations under this Agreement; (b) protect Confidential Information using at least the same care it uses for its own confidential information, but no less than reasonable care; and (c) not disclose Confidential Information except to employees and contractors with a need to know who are bound by confidentiality obligations at least as protective.

6.3 Compelled Disclosure. A receiving Party may disclose Confidential Information if required by law, provided it gives the disclosing Party prompt notice (where legally permitted) and cooperates in seeking a protective order.

6.4 Survival. Confidentiality obligations survive termination for three (3) years, or indefinitely for trade secrets.

## 7. TERM AND TERMINATION

7.1 Term. This Agreement begins on the Effective Date and continues for so long as any Order Form remains in effect. Each Order Form shall renew automatically for successive twelve (12) month terms unless either Party provides written notice of non-renewal at least sixty (60) days before the end of the then-current Order Form term. This Agreement will automatically terminate upon the expiration or termination of the last remaining Order Form. Client is responsible for ensuring timely execution of Order Forms to maintain uninterrupted access to the Services.

7.2 Termination for Cause. Either Party may terminate this Agreement: (a) if the other Party materially breaches and fails to cure within thirty (30) days of written notice; or (b) immediately if the other Party becomes insolvent, makes an assignment for creditors' benefit, or is subject to bankruptcy proceedings not dismissed within ninety (90) days.

7.3 Effect of Termination. Upon termination: (a) Client's access to the Services will cease; (b) each Party shall return or destroy the other's Confidential Information upon request; and (c) Client shall pay all fees accrued through the termination date. Sections 2, 3 (for accrued amounts), 4.4, 5, 6, 7.3, 8, and 9 survive termination.

## 8. LIMITATION OF LIABILITY

8.1 Exclusion of Consequential Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Liability Cap. EACH PARTY'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CLIENT IN THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

## 9. GENERAL PROVISIONS

9.1 Governing Law. This Agreement is governed by the laws of the State of Delaware, without regard to conflict of laws principles. Each Party consents to the exclusive jurisdiction of the state and federal courts located in New Castle County, Delaware.

9.2 Assignment. Neither Party may assign this Agreement without the other's prior written consent, except that either Party may assign to an affiliate or successor in connection with a merger, acquisition, or sale of substantially all assets upon written notice.

9.3 Force Majeure. Neither Party is liable for delays or failures caused by circumstances beyond its reasonable control. If such circumstances continue for more than ninety (90) days, either Party may terminate the affected Order Form upon thirty (30) days' notice, and Client shall receive a pro-rata refund of prepaid fees for Services not rendered.

9.4 Notices. Notices must be in writing and sent to the email addresses specified in the Order Form. Notices are effective upon confirmed delivery.

9.5 Entire Agreement. This Agreement, including all Order Forms and the Data Processing Agreement, constitutes the entire agreement between the Parties and supersedes all prior agreements regarding its subject matter. This Agreement may be amended only by written agreement signed by both Parties.

9.6 Severability. If any provision is held unenforceable, the remaining provisions remain in effect.

9.7 Waiver. No waiver is effective unless in writing and signed by the waiving Party.

9.8 Data Protection. The Parties agree that the processing of personal data shall be governed by the RainFocus Data Processing Agreement, available at [rainfocus.com/legal/base\\_terms](https://rainfocus.com/legal/base_terms), which is incorporated by reference.

9.9 Marketing. Client agrees that RainFocus may identify Client as a customer and use Client's name and logo on its website and in marketing materials, consistent with RainFocus's treatment of other customers. Client may revoke this permission upon written notice.

## 10. DEFINITIONS

"Order Form" means a document signed by Client that references this Agreement and specifies the Services, fees, and term.

"Services" or "SaaS Services" means the software platform and related services made available by RainFocus as described in the applicable Order Form.

"Term" means the initial term and any renewal terms.

"Client Template" means a reusable event configuration made available by RainFocus through the Services. Client Templates are RainFocus's proprietary intellectual property, and Client receives only a limited, non-exclusive license to use Client Templates in accordance with this Agreement and subject to the configuration limits specified in the applicable Order Form.

"Implementation Services" means the one-time setup and configuration services provided by RainFocus as specified in an Order Form. Implementation Services are limited to the fixed scope and duration set forth in the applicable Order Form, and RainFocus has no ongoing obligation to provide additional implementation or setup services beyond those expressly specified.

"Named Event" means an individual event created by Client using a Client Template through the Services. RainFocus may impose reasonable usage policies and technical limitations on Named Events, and Client's use of Named Events is subject to the terms of this Agreement and the applicable Order Form.

"Power User" means Client-designated personnel who receive training from RainFocus as specified in an Order Form. RainFocus's training obligations are limited to those expressly set forth in the applicable Order Form, and RainFocus has no responsibility for Power User turnover, replacement training, or additional training beyond that specified in the Order Form.

"Registration" or "Transaction" means each individual attendee registration processed through the Services, including but not limited to paid registrations, complimentary registrations, and cancelled registrations. Each Registration counts toward Client's volume commitments and fee calculations regardless of whether the registrant ultimately attends the event or cancels their registration.