

SERVICES AGREEMENT

This Services Agreement together with any applicable Orders (as defined below) constitute a binding agreement (the “**Agreement**”) between Suite Studios, Inc., a Delaware corporation (“**Suite**”), and you or the legal entity you represent (“**Customer**”). The “**Effective Date**” of this Agreement shall be the earlier of (i) Customer’s acceptance of the terms of this Agreement by clicking on the “I Accept” button, or (ii) Customer’s use of the Suite Service (as defined below).

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE SUITE SERVICE(S). BY CLICKING ON THE “I ACCEPT” BUTTON OR ACCESSING OR USING ANY OF THE SUITE PROPERTIES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SUITE, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE AGREEMENT. THE TERM “CUSTOMER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE SUITE SERVICES.**

1. **DEFINITIONS.** In addition to terms defined in the body of this Agreement, as used in this Agreement:

1.1 “**Access Protocols**” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Suite Service.

1.2 “**Application**” means an account management tool located on the Suite Service that allows Customer to access administrative controls and support.

1.3 “**Authorized User**” means each of Customer’s employees, agents, and independent contractors who are provided usernames and passwords and permitted hereunder to access the Suite Service pursuant to Customer’s rights under this Agreement.

1.4 “**Customer Content**” means any data, information, content, or materials supplied or made available by or on behalf of Customer and used in connection with the Suite Service.

1.5 “**Documentation**” means the technical materials provided or made available by Suite to Customer in hard copy or electronic form that describe the features, functionality or operation of the Suite System.

1.6 “**Error**” means a reproducible failure of the Suite Service to substantially conform to the Documentation.

1.7 “**Intellectual Property Rights**” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.8 “**Order**” means any order form, confirmation email, or other written acknowledgement (e.g., a notice in the Application) of an order placed for the Suite Service or Professional Services under this Agreement.

1.9 “**Suite Properties**” means the Suite Service, Suite System, Documentation, results of Professional Services, all software and all Suite proprietary information and technology used by Suite or provided to Customer in connection with the Suite Service, and Aggregated and Anonymous Data (as the foregoing are defined herein).

1.10 “Suite Service” means the post-production cloud studio services made available through the Suite System.

1.11 “Suite System” means the technology, including software and Website, used by Suite to deliver the Suite Service to Customer.

1.12 “Usage Data” means any usage data (including, without limitation, performance data), analytics or other data collected, generated or processed by Suite based on Customer’s or Customer’s Authorized Users’ access to and use of the Suite Service.

1.13 “Website” means any websites of Suite, its affiliates or agents.

2. SUITE SERVICE.

2.1 Subscription to the Suite Service. Subject to the terms and conditions of this Agreement and of any applicable Order, Suite hereby grants to Customer, during the term of this Agreement, a non-sublicensable, non-transferable (subject to Section 14.5), non-exclusive right, solely for Customer’s internal use, to: (a) access and use the Suite Service; (b) internally use and reproduce the Documentation; and (c) grant Authorized Users the right to access and use the Suite Service.

2.2 Access. Subject to Customer’s payment of the Fees (as defined below), Suite will provide Customer with access to the Suite Service during the Term (as defined below). On or as soon as reasonably practicable after the Effective Date, Suite shall provide to Customer the corresponding necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer to access the Suite Service in accordance with the Access Protocols. Customer and all Authorized Users shall prevent unauthorized access to, or use of, the Suite Service, and notify Suite promptly of any such unauthorized use known to Customer.

2.3 Authorized Users. Subject to any limitations set forth in this Agreement or an applicable Order, Customer may permit any Authorized Users to access and use the features and functions of the Suite Service as contemplated by this Agreement. Customer may authorize additional users as Authorized Users of the Suite Service by providing each Authorized User’s name and contact information to Suite. Each Authorized User will create a unique user identification name and password (“**User ID**”) for access to and use of the Suite Service. User IDs cannot be shared or used by more than one Authorized User at a time.

2.4 Trial Services. From time to time and in its sole discretion, Suite may offer limited free access to certain aspects of the Suite Service (for purposes of this Section, “**Trial Services**”) so that Customer can test whether such portions of the Suite Service meets Customer’s needs. Because Trial Services are limited and are provided free of charge, to the extent permitted by law, (i) Suite makes Trial Services available to Customer solely “AS IS” without any warranties of any kind (and Suite is under no obligation to provide Customer with support for Trial Services); (ii) Suite may discontinue the Trial Services or Customer’s ability to use them at any time, with or without notice and without any further obligations to Customer; (iii) Customer agrees that Suite’s indemnification obligations under Section 11 do not extend to any claims related to Customer’s use or inability to use the Trial Services; and (iv) Customer agrees that Suite’s support obligations under Section 2.6 do not apply to Customer’s use of the Trial Services. Except as expressly stated in this Section 2.4, the Trial Services shall be subject in all respects to the terms and conditions of this Agreement. Suite may allow you to continue using the Suite Service provided as Trial Services on a paid basis, but your continued use is subject to the payment of the applicable Fees in accordance with Section 5, and the terms of Section 12.3.

2.5 Restrictions and Covenants. Customer will not, and will not permit any Authorized User or third party to: (a) use the Suite Service to harvest, collect, gather or assemble information or data regarding other Suite users without their consent; (b) access or copy any data or information of other Suite users without their consent; (c) knowingly interfere with or disrupt the integrity or performance of the Suite Service or the data

contained therein; (d) harass or interfere with another Suite user's use and enjoyment of the Suite Service; (e) reverse engineer, disassemble or decompile any component of the Suite System; (f) interfere in any manner with the operation of the Suite Service, or the Suite System or the hardware and network used to operate the Suite Service; (g) sublicense any of Customer's rights under this Agreement, or otherwise use the Suite Service for the benefit of a third party or to operate a service bureau; (h) modify, copy or make derivative works based on any part of the Suite System; or (i) otherwise use the Suite Service in any manner that exceeds the scope of use permitted under this Agreement. Customer acknowledges and agrees that the Suite Service will not be used, and is not licensed for use, in connection with any of Customer's time-critical or mission-critical functions. Customer represents, warrants and covenants that: (i) Customer has obtained all rights, licenses, consents and releases that are necessary to display the Customer Content and use such Customer Content in connection with the Suite Service; and (ii) Customer will not use the Suite Service (A) to deliver or operate emergency support lines, (B) to support critical infrastructure, or (C) in connection with or related to high risk activities.

2.6 Support. Subject to the terms of this Agreement, Suite shall use commercially reasonable efforts designed to maintain the security and availability of, and to correct Errors in, the Suite Service.

3. SUITE PROPRIETARY RIGHTS.

3.1 Generally. Customer acknowledges that as between the parties, Suite retains all right, title and interest (including all related Intellectual Property Rights) in and to the Suite Properties, and that other than as expressly set forth in this Agreement, no license or other rights in the Suite Properties are granted to Customer.

3.2 Third Party Software. The Suite Service may utilize, contain or otherwise use certain third-party software (collectively, the "**Third-Party Software**"). Third-Party Software may be subject to additional licensing terms, which Suite may deliver or make available from time to time to Customer, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement.

3.3 Feedback. From time to time Customer, its Authorized Users, or its agents may provide suggestions, enhancement requests, recommendations, corrections, or other feedback to Suite with respect to the Suite Properties ("**Feedback**"). Customer acknowledges and agrees that all Feedback and all Intellectual Property Rights therein are the exclusive property of Suite, and Customer hereby assigns to Suite all right, title and interest thereto.

3.4 Usage Data. Usage Data will be owned by Suite, and Suite may collect and use such Usage Data for any lawful purpose, provided that Suite will disclose Usage Data only to third parties, including its subcontractors, for the purposes of facilitating the Suite Service, for internal purposes, including to improve its products and services, to perform its other obligations and exercise its rights under this Agreement, or as otherwise required by law.

4. PROFESSIONAL SERVICES. Where the parties have agreed to Suite's provision of integration, design, development, operational and other professional services ("**Professional Services**"), they will enter into an Order specifically governing the provision of the required Professional Services. The Order will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of the Order and the terms of this Agreement, the terms and conditions of this Agreement will govern. The Order will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; (c) the ownership rights with respect to the work product resulting from the performance of the Professional Services (and if no such provision is provided, all ownership rights are and shall be vested in Suite immediately); and (d) Suite's then-current rates for the performance of the Professional Services.

5. FEES AND EXPENSES; PAYMENTS.

5.1 Fees. In consideration for the access rights granted to Customer and the services performed by Suite under this Agreement, Customer will pay to Suite the Fees as set forth in this Section 5.

5.2 Storage Fees. Customer will pay to Suite storage-space fees ("**Storage Fees**") based on the number of bytes Customer Content utilizes. The current pricing for Storage Fees is available at Suite's Pricing Webpage located at [insert URL], and is subject to change in accordance with Section 5.4. Storage Fees are billed in advance on a monthly basis, except as otherwise provided in an applicable Order. If Customer exceeds the storage space elected by Customer, as confirmed on the Application or an applicable Order during any particular month (such month, an "**Overage Event**"), then (a) Suite may charge, and Customer will be responsible for payment of, any and all fees for such overage; and (b) in any subsequent Renewal Subscription Term, Customer's Storage Fees will be increased to the rate that corresponds with Customer's actual usage during such Overage Event. In the case of multiple Overage Events during the Initial Subscription Term, or a Renewal Subscription Term, Suite will calculate the average of such overage amounts to calculate the applicable rate for subsection (b) (in the previous sentence). Notwithstanding the foregoing, Customer may elect to decrease its allotment of storage space by notifying Suite of such request in writing at least seven (7) business days prior to the next Renewal Subscription Term. For the avoidance of doubt, Suite will not prorate Storage Fees for any under-usage during the Term.

5.3 Generally. Storage Fees and any other fees resulting from Professional Services as set forth in an applicable Order shall be collectively referred to herein as "**Fees**". All Fees are due and payable to Suite within thirty (30) days of the date of invoice. Suite reserves the right (in addition to any other rights or remedies Suite may have) to discontinue the Suite Service and suspend all Authorized Users' and Customer's access to the Suite Service if any Fees are more than thirty (30) days overdue, until such amounts are paid in full. Suite reserves the right to change the Fees or its pricing model at any time during the Term provided that any such change will go into effect no earlier than thirty (30) days after the change is posted to the Suite Pricing Webpage, and provided further that if the Fees are specified in an Order Form, no changes to the Fees will become effective until the expiration of the then-current subscription term covered by that Order Form. All Fees are quoted in United States Dollars, and except as otherwise agreed upon in an Order, all payment obligations under this Agreement are non-cancelable and all Fees paid are non-refundable.

5.4 Payment Processor. Suite is integrated with certain third-party payment processors (each a "**Payment Processor**") (e.g., Stripe) to accept payment by Customer. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to this Agreement. Suite is not responsible for error by the Payment Processor. By choosing to collect payments utilizing the Payment Processor, Customer agrees to pay to the Payment Processor all charges by the Payment Processor, in accordance with the applicable payment terms, either as a charge to Customer's chosen payment method ("**Payment Method**") Such charges may include state and local sales tax, the amount of which varies. Customer agrees to make payment using that selected Payment Method. Customer agrees to verify any information requested by Suite for purposes of acknowledging or completing any payment for which Customer is responsible, and will immediately notify Customer of any change in Customer's billing address or the credit card or other payment information used for payments hereunder.

5.5 Taxes. The fees are exclusive of, and Customer will pay, all sales, use, excise and other taxes and applicable export and import fees, customs duties and similar charges that may be levied upon Customer in connection with this Agreement, except for employment taxes for Suite employees and taxes based on Suite's net income.

5.6 Interest. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less.

6. CUSTOMER PROPRIETARY RIGHTS.

6.1 Customer Marks. Solely to the extent necessary to provide the Suite Service and to perform Professional Services, Customer hereby grants to Suite a term-limited, non-exclusive, worldwide, royalty-free and fully paid license to access, use, reproduce, modify and display the Customer's trademarks, logos and service marks

("Customer Marks"), subject to Customer's prior written approval on a periodic basis (it being understood that approval shall be deemed given for general use cases, and that individual approval for each similar use is not required). Customer owns all rights in and to the Customer Marks.

6.2 Customer Content.

(a) **Ownership; License.** The Customer Content hosted by Suite as part of the Suite Service, and all worldwide Intellectual Property Rights therein, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Suite in this Agreement are reserved by Customer.

(b) **Aggregate and Anonymous Data.** Notwithstanding anything to the contrary herein, Customer agrees that Suite may obtain and use Usage Data to create aggregated, anonymized or deidentified data or information of similar form that does not permit the identification of Customer or any individual or entity (the "**Aggregated and Anonymous Data**"). Customer further agrees that Suite shall own such Aggregated and Anonymous Data and may retain, use and disclose such data for any lawful business purpose, including to improve its products and services.

(c) **Content Representations.** Customer represents and warrants that any Customer Content hosted by Suite as part of the Suite Service shall not (a) infringe, misappropriate or violate any Intellectual Property Rights, publicity/privacy rights, laws or regulations; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Suite is not obligated to back up any Customer Content. Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer agrees that any use of the Suite Service contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Suite Service.

(d) **Customer Responsibility for Data and Security.** Customer and its Authorized Users shall have access to the Customer Content and shall be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order to access the Suite Service. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

7. **MUTUAL REPRESENTATIONS AND WARRANTIES.** Each party represents and warrants that: (a) it has the requisite power and authority to enter into, deliver and perform the obligations under this Agreement; and (b) this is a valid and legally binding Agreement enforceable against it and its business.

8. LIMITED WARRANTY; DISCLAIMER.

8.1 Suite warrants to Customer that, when used as permitted by Suite and in accordance with the Documentation, the Suite Service will operate materially free from Errors during the term of the Agreement. Customer's exclusive remedy, and Suite's sole obligation, for breach of the foregoing warranty during the Term shall be Suite's reasonable efforts to correct Errors pursuant to Section 2.5 herein.

8.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUITE SERVICE, SUITE SYSTEM, SUITE PROPERTIES, AND DOCUMENTATION ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND SUITE AND ITS AFFILIATES, SUPPLIERS, CONTRACTORS, AND LICENSORS HEREBY DISCLAIM ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, RELATING TO THE SUITE SERVICE, SUITE SYSTEM, AND DOCUMENTATION WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. SUITE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SUITE SERVICE AND THE SUITE SYSTEM SHALL BE UNINTERRUPTED, SECURE, OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR

CONDITIONS OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

9. LIMITATION OF LIABILITY.

9.1 Generally. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY NOR TO ANY THIRD PARTIES FOR LOST PROFITS OR LOST DATA OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE LOSSES OR DAMAGES HOWSOEVER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SUITE SERVICE, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, WHETHER FORESEEABLE OR NOT, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT. IN NO EVENT SHALL SUITE BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF CONSIDERATION OR OF AN EXCLUSIVE REMEDY. THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT HAS BEEN ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

9.2 Basis of the Bargain. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN SUITE AND CUSTOMER. SUITE'S FEES FOR THE SERVICES RENDERED HEREUNDER REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

9.3 Exclusions. THE LIMITATIONS OF LIABILITY IN THIS SECTION DO NOT APPLY TO: (A) A BREACH BY CUSTOMER OF SECTION 2; (B) CUSTOMER'S INDEMNIFICATION OBLIGATIONS; OR (C) WILLFUL MISCONDUCT.

10. CONFIDENTIALITY. "**Confidential Information**" means any nonpublic information of a party (the "**Disclosing Party**"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "**Receiving Party**") knows or should have known is the confidential or proprietary information of the Disclosing Party. For the avoidance of doubt, the Suite Service, Suite System, and Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Suite. Information will not constitute the other party's Confidential Information if it (a) is already known by the Receiving Party without obligation of confidentiality; (b) is independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (c) is publicly known without breach of this Agreement; or (d) is lawfully received from a third party without obligation of confidentiality. The Receiving Party will not use or disclose any Confidential Information except as expressly authorized by this Agreement and will protect the Disclosing Party's Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event less than reasonable care. The Receiving Party will take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. INDEMNIFICATION

11.1 By Suite. Suite will defend at its expense any suit brought against Customer, and will pay any settlement Suite makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the permitted use of the Suite Service infringes, misappropriates or violates any third-party copyrights, trademarks, and trade secrets. If any portion of the Suite Service or the Suite System becomes, or in Suite's opinion is likely to become, the subject of a claim of infringement, Suite may, at Suite's option: (a) procure for Customer the right to continue using the Suite Service; (b) replace the Suite Service with non-infringing software or services which do not materially impair the functionality of the Suite Service; (c) modify the Suite Service so that it becomes non-infringing; or (d) terminate this Agreement and refund any fees actually paid by Customer to Suite for the remainder of the Term, and upon such termination, Customer will immediately cease all use of the Suite Service, Suite System, and Documentation. Notwithstanding the foregoing, Suite shall have no obligation under this section or otherwise with respect to any infringement claim based upon (x) any use of the Suite Service not in accordance with this Agreement or as specified in the Documentation; (y) any use of the Suite Service in combination with other products, equipment, software or data not supplied by Suite; or (z) any modification of the Suite Service by any person other than Suite or its authorized agents (collectively, "**Exclusions**"). This Section states Suite's entire liability and Customer's sole and exclusive remedy for the claims and actions described herein.

11.2 By Customer. Customer will defend at its expense any suit brought against Suite, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party arising out of or relating to: (a) an Exclusion; (b) Customer's breach of Sections 2.1 or 2.4; (c) Customer Content; or (d) Customer's breach of law. This Section sets forth Customer's entire liability and Suite's sole and exclusive remedy for the claims and actions described herein.

11.3 Procedure. Any party that is seeking to be indemnified under the provisions of this Section (an "**Indemnified Party**") must (a) promptly notify the other party (the "**Indemnifying Party**") in writing of any third-party claim, suit, or action for which it is seeking an indemnity hereunder, (b) give the Indemnifying Party sole control over the defense of such claim, suit or action and any related settlement negotiations, and (iii) cooperate and, at Indemnifying Party's reasonable request and expense, assist in such defense.

12. TERM AND TERMINATION

12.1 Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with this Section 12. The Suite Service is made available to Customer on a subscription basis. Unless otherwise stated in an invoice, each subscription shall continue for a thirty (30) day period ("**Initial Subscription Term**"). Each subscription shall automatically renew (each a "**Renewal Subscription Term**") for subsequent periods of the same length as the Initial Subscription Term unless either party gives the other party written notice of its intent not to renew prior to expiration of the then-current Term. The Initial Subscription Term and each Renewal Subscription Term shall comprise the "**Term**".

12.2 Termination. Either party may terminate this Agreement immediately upon notice to the other party if the other party materially breaches this Agreement, and such breach remains uncured more than fifteen (15) days after receipt of written notice of such breach.

12.3 Trial Term. If an applicable [invoice] indicates that certain portions of the Suite Service are on a "Trial" or equivalent basis, then the terms and conditions of this Section 12.3 will apply. The term of this Agreement will commence on the Effective Date and continue for the trial period specified on Suite's Pricing Webpage located at www.suitestudios.io/pricing-storage ("**Trial Term**"). Following the Trial Term, provided that Customer adds a Payment Method to Customer's account prior to the end of the Trial Term, this Agreement will automatically renew and begin the Initial Subscription Term, and continue in accordance with Section 12.1 unless Customer provides written notice of non-renewal prior to the end of the Trial Term. If Customer has not added a Payment Method to Customer's account prior to the end of the Trial Term, then Customer may elect to continue the Suite

Services on a paid basis by adding a Payment Method to Customer's account within seven (7) days after the Trial Term ends. Once Customer adds a Payment Method to Customer's account, the Initial Subscription Term will commence and continue in accordance with Section 12.1. If Customer does not elect to continue the Trial Services on a paid basis for any reason, Customer's access to the Trial Services will cease upon the conclusion of the Trial Term and all Customer Data will be deleted.

12.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all rights and obligations of both parties, including all licenses granted hereunder, shall immediately terminate; (b) any amounts owed to Suite under this Agreement will become immediately due and payable; and (c) each party will return to the other all property (including any Confidential Information) of the other party. Sections 1, 2.1 – 2.4, 3, 5- 14 and any other provisions which should by their nature survive expiration or termination, will survive expiration or termination of this Agreement for any reason.

13. MARKETING; PUBLICITY. Customer agrees that (in addition to the express license granted above) Suite may use the Customer Marks, subject to Customer's then-current trademark usage guidelines, in Suite's marketing materials or communications (including, but not limited to, Suite Website and in Suite's marketing presentations) for the sole purpose of indicating Customer as a customer of the Suite Service. Neither party will issue a press release announcing its relationship with the other party without the other party's prior approval, not to be unreasonably withheld or delayed. Subject to the terms and conditions of this Agreement, Customer hereby grants to Suite a non-exclusive and limited license to use and publicly display Customer's logo as set forth in this Section.

14. MISCELLANEOUS

14.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Colorado without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the county in which Suite's principal place of business is located for any lawsuit filed there against Customer by Suite arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Suite Service, Suite System or Documentation.

14.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Suite, or any products utilizing such data, in violation of the United States export laws or regulations.

14.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

14.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14.5 No Assignment. Customer shall not assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of Suite, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that Customer may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without the consent of the other party. The terms of this Agreement shall be binding upon the parties and their respective successors and permitted assigns. Suite may freely assign this Agreement.

14.6 Force Majeure. Suite will not be liable hereunder by reason of any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm,

explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of Suite.

14.7 Independent Contractors. Customer's relationship to Suite is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Suite.

14.8 Notices. All notices or other communications required or permitted under this Agreement will be in writing to the other party at the address listed on the signature page and will be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt requested) and will be deemed given upon personal delivery or upon confirmation of receipt. Each party may change its address for receipt of notice by giving notice of such change to the other party.

14.9 Electronic Communications. For contractual purposes, you (a) consent to receive communications from Suite Studios in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Suite provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ("**E-Sign**").

14.10 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of the parties.