

## CONCISE GROUP TERMS AND CONDITIONS OF SERVICE

**This Agreement (including the Data Processing Addendum), together with any relevant Quotation(s), Statement of Work and Booking forms, shall together form “the Terms and Conditions of Service” between Concise Group and the Client for the provision of Services.**

### 1. DEFINITIONS

1.1. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of the Client or Concise Group from time to time, where “Control” has the meaning given in S. 1124 of the Corporation Tax Act 2010, and “Controls” and “Controlled” will be interpreted accordingly.

1.2. “**Application**” means a service that permits Users to access and use the Concise Group software pursuant to the terms herein and perform any other Services as set out in the Quotation.

1.3. “**Client**” shall include any Affiliate, employee, contractor, agent, representative of the Client.

1.4. “**Concise Group**” shall mean 1) Concise Group Limited; 2) Concise Group Media Design Limited; 3) Concise Group Media Design Limited; and 4) Concise Group Media Design Inc, including any Affiliate, employee, contractor, agent, representative of Concise Group.

1.5. “**Confidential Information**” shall mean: (i) the terms and conditions of Service, and (ii) any and all information belonging to a party, whether stored in written, electronic, representational or physical form, which is not at the relevant time: (a) known generally to the public through no act or omission in violation of these terms or in violation of another duty of confidentiality to such party, (b) furnished to the disclosing party by a third party having the lawful right to do so, or (c) known to the disclosing party prior to disclosure hereunder (as established by written documentation thereof). Confidential Information further expressly includes, but is not limited to, trade secrets, software and procedures manuals and documentation, computer programs, data file content and organization, financial data, marketing plans, customer lists, customer account information, Content, User Data, User Registration Information and similar information to the extent it is within the scope of this definition.

1.6. “**Content**” means all data residing on Concise Group’s Application, including any other digital infrastructure as applicable, that relates to Concise Group and the Client’s contractual relationship with Concise Group, including trademarks, logos, documents, content or other intellectual property of the Client (but does not include User Data provided by the Client or Users).

1.7. “**Data Processing Addendum**” means the data processing addendum as attached herein.

1.8. “**Device(s)**” means any and all computing and other devices or equipment belonging to and provided by Concise Group to the Client pursuant to these terms, and more fully described in the Quotation.

1.9. “**Effective Date**” means the date when Services commence as set out in any relevant Statement of Work or Quotation.

1.10. “**Event**” means any event in which Concise Group’s Application is utilised, which may include conferences, exhibitions, trade shows, training, gala dinners, award ceremonies, and live corporate meetings.

1.11. “**Project**” means any Services as provided within any relevant Quotation which are subject to a start and end date.

1.12. “**Quotation(s)**” shall mean: any written quotation given to the Client at any time by Concise Group, of which the Client has approved and accepted in relation to the provision of any Services.

1.13. “**Services**” means any services provided (or to be provided) by Concise Group pursuant to these Terms and Conditions of Service.

1.14. “**Statement of Work**” shall mean: a statement as agreed between Concise Group and the Client setting out the precise details of any relevant Services.

1.15. “**User Data**” shall mean all content, information and data that Users transmit to Concise Group during the use of the Application, including User Registration Information (as defined in clause 2.8).

1.16. “**Users**” shall mean those invited participants of the Client who the Client authorizes to participate in using the Application during an Event.

### 2. SERVICES AND DEVICES

2.1. **Access and Scope of Use.** Concise Group agrees to provide the Users with access to the Application to allow the Client to use the Application for the Client’s business purposes during the Project. The Client acknowledges that the use of the Application permitted hereunder is strictly limited to the Client’s purposes as set out in any Quotation and that the Client agrees that it shall not under any circumstances or arrangements, provide access to the Application to any unauthorized third party.

2.2. **Hosting.** Concise Group shall host its Application software on its servers. Concise Group shall use all reasonable endeavors to ensure the Application is available at all times during the Client’s Event.

2.3. **Client Contact.** The Client shall provide a named authorized person who Concise Group may contact in respect of any matters relating to any Event and/or Project. Should the Client change its named authorized person, then the Client shall immediately inform Concise Group in writing of the change.

2.4. **Devices.** There may be occasions whereby Concise Group may rent and/or provide Devices to the Client. The Parties shall agree on the delivery dates for the Devices prior to the Event; subject always to the Client being responsible for all shipping costs (or any other delivery costs as agreed). The Client shall at all times (at the Client’s own expense), protect and keep secure all Devices. The Client shall assume full responsibility for and shall return all Devices at the conclusion of the Event. In the event any Device is destroyed, damaged, defaced, or is lost, stolen, missing, or failed to be returned to Concise Group when due, the Client shall be liable to Concise Group for (at Concise Group’s discretion, such discretion to be exercised reasonably) either: (i) the full replacement value of the Device(s) as reasonably determined by Concise Group or, (ii) the cost of the repair of the same. For the avoidance of doubt, no allowance for rental fees, loss or damage will be made for the reason that any part of the Device was not used by the Client. Concise Group shall have the right to claim the full value of any Device which has failed to be returned within (2) two weeks of the conclusion of the Event.

2.5. **Exclusions.** Concise Group shall not be responsible for (i) telecommunications or Internet failures, (ii) service interruptions due to disasters, acts of God, or any other act, omission or event beyond Concise Group’s reasonable control, (iii) delay or failure of any carrier airline, third party courier or delivery service, (iv) any problem caused by improper use of the Application or Devices by the Client or any of the Users, or (v) any security breach of Concise Group or the Client’s systems by a hacker, virus, worm, or other intentional person or electronic interference provided always that Concise Group has made all reasonable commercial efforts to protect its data and systems.

2.6. **Terms of Use.** The Client acknowledges that it would be a material breach of these Terms and Conditions of Service (which breach shall be treated as being incapable of being cured) if the Client creates Content that does not comply with the terms of use and/or contains offensive, distasteful or other inappropriate material. Concise Group (acting reasonably), shall determine in its sole discretion whether there has been a material breach within the meaning of this clause and shall be entitled to remove or block access to any such Content and/or declare the Client to be in material breach.

2.7. **Privacy and Collection of Information.** In the use of the Application and Devices, both Parties warrant compliance with all current and applicable laws in force from time to time, including but not limited to, laws relating to privacy, the collection of personal information and allowing Users to make choices regarding the sharing of any personal and/or sensitive information. To this effect, the Parties agree to the terms and conditions of the Data Processing Addendum.

2.8. **User Data.** Each User may be provided with a unique User ID in order to access the Application. To this effect, it shall be incumbent upon the Client to either provide to Concise Group the name, contact information and other information reasonably necessary and requested by Concise Group to register each User to use the Application or to allow each User to provide such data directly to Concise Group (collectively known as the “**User Registration Information**”). Client hereby authorizes Concise Group to copy the User Data for back-up, restoration, reconfiguration, and all other relevant maintenance purposes and, furthermore, agrees to Concise Group’s use of the User Data for purposes of analysis and aggregation of the information on the condition that any aggregated information is either anonymized or pseudo-anonymised to the extent that it does not specifically identify any individual User(s) or the Client. The Client represents and warrants that the Client has the right to transmit to Concise Group and receive from Concise Group any User Data required to enable Concise Group to perform the Services under the terms herein. The Client assumes total responsibility for each User’s access and proper utilization of the Services. The Client shall take full responsibility for the Client’s own compliance in respect of international, federal or state laws.

### 3. TERM AND TERMINATION

3.1. **Term.** These Terms and Conditions of Service shall commence on the Effective Date and shall apply to any Events, Projects and Services provided to the Client by Concise Group as part of any Quotation or Statement of Work.

3.2. **Termination.** If a Party is in material breach of the Terms and Conditions of Service (Breaching Party), then the other Party may terminate forthwith upon serving a notice of termination setting out the details of the breach. Furthermore, either Party may terminate on thirty (30) days’ notice in writing.

3.3. **Effect of Termination.** Any termination shall not affect any rights or obligations of the Parties that arose prior to such termination, including without limitation the obligation to make any payments then due.

### 4. LICENSE AND INTELLECTUAL PROPERTY

4.1. **License.** Subject to the scope of use described in clause 2.1 above, Concise Group grants to the Client a limited, non-exclusive, non-transferable license during and for each specific Project and/or Event only as subject to the terms herein to access the Application via a download, a browser interface, or via a Device.

4.2. **Title to Intellectual Property.** The Application consists of (i) proprietary rights and (ii) contains trade secrets and Confidential Information belonging to Concise Group and protected under the applicable law. Concise Group retains exclusively all ownership, right, title, and interest in and to the Application, including but not limited to all copyright, trade secret, patent and other intellectual property rights contained therein, subject only to the limited license granted to Client

above. Concise Group shall also exclusively own all changes, modifications, and additions to the Application, Content and related documentation, whether made by or on behalf of Concise Group, the Client (including Client employees, contractors, agents, representatives or otherwise). The Client shall not challenge the validity of any proprietary rights of Concise Group in the Application or any other intellectual property right of Concise Group.

4.3. **Protection of Proprietary Rights.** The Client shall not disclose the Application or any portion thereof to any person other than the Client’s authorized personnel or the Users as necessary to utilize the Application.

4.4. **Use of Client Marks and Other Intellectual Property.** To the extent that the Client incorporates its Content into the Application, the Client hereby grants to Concise Group a limited and non-exclusive license during the term of the Project to display or otherwise use such Content solely in connection with the Application or as otherwise required to perform the Services hereunder. The Client retains all ownership, right, title, and interest in and to the Content and all copyright, trade secret, patent and other intellectual property rights contained therein, subject only to the limited license granted to Concise Group above.

### 5. FEES AND EXPENSES

5.1. **Fees.** Client agrees to pay to Concise Group all the fees as set forth in any relevant Quotation for any Event. In the event that the Client fails to pay any invoice of Concise Group within the time as set out in the Quotation, then the Client shall pay a late payment fee of 1.5% of the invoice amount. Additionally, the Client shall pay all reasonable costs of collection, including attorneys’ fees as properly incurred by Concise Group for all invoice balances that are not paid by or on the applicable payment date.

5.2. **Out-of-Pocket Expenses.** In addition to the fees for Services hereunder, the Client agrees to reimburse Concise Group for the reasonable out-of-pocket expenses incurred by Concise Group or its employees in the performance of Services for any relevant Event (“**Out-of-Pocket Expenses**”). Anticipated Out-of-Pocket Expenses may be set out on the Quotation, however any reasonable additional and unanticipated Out of Pocket expenses shall be reimbursed by the Client in full.

5.3. **Taxes.** The Client shall pay all sales, use taxes and other taxes due and payable with respect to the fees payable to Concise Group which are properly attributable to the Client.

5.4. **Cancellation.** Without prejudice to any other right or remedy available to Concise Group, in the event the Client requests to postpone or cancel Services under a Quotation already agreed by the parties, the Client shall pay the following fees (as applicable):

- (a) If cancellation is requested after the acceptance of Services for the Project, a fee equivalent to 50% of the total Project fees shall be due to Concise Group;
- (b) If cancellation is requested between 30 and 11 days prior to the proposed commencement date of the Event, a fee equivalent to 75% of the total Project fees shall be due to Concise Group; and
- (c) If cancellation is requested within 10 days prior to the proposed commencement date of the Event, a fee equivalent to 100% of the total Project fees shall be due to Concise Group.

### 6. CONFIDENTIALITY

6.1. **General.** Each party agrees that, unless express prior written consent of the other party has been obtained each Party shall: (a) only use Confidential Information belonging to the other party solely for the purposes permitted herein and its Schedules, and (b) it will not disclose Confidential Information belonging to the other to any third party other than its employees, regulators, representatives, sub-contractors and/or agents who shall reasonably require such Confidential Information for

purposes of delivering the Services as set out herein. Each Party warrants that any transfer or disclosure to any party as mentioned herein shall be made under the same obligations of nondisclosure and limited use as set out herein or, on terms that are equally stringent. Each party will promptly inform the other party if it becomes aware of any unauthorized use or disclosure of the Confidential Information in breach of the terms herein. If a party becomes subject to a legal requirement to disclose the Confidential Information of the other party, then the party receiving the disclosure request shall, prior to making disclosure thereunder, give prompt notice to the other party so that the other party may seek a protective order at its own expense.

6.2. **Deletion.** As applicable, and/or where requested to do so, each Party shall delete all Confidential Information within that Party's possession or control, pertaining to the other Party within sixty (60) days of expiration or termination of each Project, unless it is otherwise agreed in writing between the Parties that such information may be retained for the purposes of any further agreed future Events as requested by the Client.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. **Mutual Representations.** The Client and Concise Group each represent and warrant to the other, as of the Effective Date, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations herein; (c) these Terms and Conditions of Service have been agreed and duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with the terms herein have been obtained.

7.2. **Client Representations.** Client acknowledges that it is responsible for all Content incorporated into the Application. Client hereby represents and warrants to Concise Group that it, its personnel and the Users have the right to use any User Data and Content incorporated into the Application for any Event, and that the use of such Content and User Data will not infringe the intellectual property rights of any third party or misappropriate the trade secret rights of any third party. Client further represents and warrants to Concise Group that none of the Content or User Data incorporated into the Application will violate any applicable laws or regulations, including, without limitation, state and obscenity, decency or privacy standards, regulations, rules or statutes.

7.3. **Concise Group Representations.** Concise Group represents and warrants to the Client that it has the right to provide the Application and that the use of such Application will not infringe the intellectual property rights of any third party or misappropriate the trade secret rights of any third party.

## 8. INDEMNITY

8.1. **By Client.** Subject to clause 9 herein (where lawfully applicable), The Client shall indemnify, defend and hold harmless Concise Group from and against any and all third party claims, demands, actions, suits, causes of action, damages and expenses (including, without limitation, expenses of investigation, settlement, litigation and legal fees in connection therewith) (collectively all such matters related to third party claims, "Losses"), incurred or sustained by Concise Group and arising from (i) any breach of any of the Terms and Conditions of Service including any representation, warranty or any covenant made by the Client herein; (ii) any claim against Concise Group made by any party related to the Client's use of the Application; (iii) the Client's gross negligence, intentional misconduct, or fraud; (iv) damage to property, or for bodily injury (including death) arising out of any act or omission of the Client; or (v) any claim or allegation that any of the User Data or Content infringe a third party's intellectual property rights.

8.2. **By Concise Group.** Subject to clause 9 herein (where lawfully applicable) Concise Group shall indemnify, defend and hold harmless the Client from and against any and all Losses incurred or sustained by the Client and arising from (i) any breach of any of the Terms and Conditions of Service including any representation, warranty, or any covenant made by Concise Group herein; (ii) any claim against the Client made by any party in relation to the use of the Application; (iii) Concise Group's gross negligence, intentional misconduct, or fraud; or (iv) damage to property, or for bodily injury (including death) arising out of any act or omission of Concise Group. Concise Group shall be entitled to rely solely on the information, representations, warranties provided by the Client, and shall not be responsible for the accuracy or completeness of the same.

8.3. If either Party intends to rely on any indemnity set out in this clause it will: (i) notify the other party (the "**Indemnifying Party**") in writing as soon as reasonably practicable upon becoming aware of any circumstance to which the indemnity may apply; (ii) at the Indemnifying Party's request, allow the Indemnifying Party to conduct all negotiations and proceedings arising therefrom and will provide the Indemnifying Party with such reasonable assistance in connection with the same as may be required by the Indemnifying Party, each at the Indemnifying Party's cost; and (iii) not, without the Indemnifying Party's prior written consent, (such consent not to be unreasonably withheld) settle or compromise the claim and; (iv) take all reasonable steps to mitigate any relevant loss (regardless of how it arises).

## 9. LIMITATIONS ON LIABILITY

9.1. **Disclaimer of certain damages.** Save as otherwise set out herein, in no event shall either Party or their suppliers be liable for any indirect, incidental, special, punitive, exemplary, or consequential damages (including without limitation lost or imputed profits, business interruption, lost data, or cost of procurement of substitute services) arising from or related to the Services or the terms herein, under contract, tort (including negligence), or other legal theory, regardless of the cause of action and even if such party has been advised of the possibility of such potential loss or damage.

9.2. **Limitation of Liability.** Each Party's liability to each other for damages for any cause whatsoever, regardless of form of action (save and except clause 2.4 herein in respect of loss or damage to any Devices, any damages that are excluded from limitation by law, and in respect of section 6 and 8 of the Data Processing Addendum) shall be limited to the fees received under any Quotation in relation to the relevant Project.

9.3. **Further Limitations.** Concise Group does not warrant any solution against defects where the defect in the solution is caused by: (i) the Client's (or the Client's personnel representatives or agents') negligence, (ii) any use of the Service or Device in a manner inconsistent with the solution's intended use or in any manner inconsistent with Concise Group's instructions, (iii) the combination of the Service or Device with third party services, hardware or software not provided by Concise Group or approved by Concise Group in writing, or (iv) any alteration, revision, modification, removal or reinstallation of the Application or Device by the Client or any third party (unless approved by Concise Group in writing).

## 10. GENERAL

10.1. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be deemed given (i) when delivered in person, at the time of such delivery; (ii) when delivered by a courier service or by express mail, at the time of receipt; or (iv) five (5) business days after mailing, postage prepaid, registered or certified mail, addressed (in any such case). The notice address for the parties shall be their respective addressees as set out herein, with Concise Group's notice addressed "Attn: Contract Administration." Either party may designate a new notice address and other notice information by giving notice to the other party in accordance with the provisions hereof.

10.2. **Assignment; Change of Control.** The Client may not assign the Terms and Conditions of Service or any of the rights or duties hereunder to any person without Concise Group's prior written consent, which, in the case of a purchase of all or substantially all of the Client's business, such consent shall not be unreasonably withheld. If the Client experiences a change of control, or any change in any license granted or any of the agreed Services, the Client shall not inure to the benefit of affiliated entities without the express written consent of Concise Group. Concise Group may enter into subcontracts, outsourcing agreements or other arrangements for the performance of its obligations hereunder, but no such arrangement shall in any way impair, reduce, or modify Concise Group's liability for its obligations herein.

10.3. **Entire Agreement, Modification.** These Terms and Conditions of Service, including the Data Processing Addendum attached, together with any relevant Quotation, Statement of Work, booking forms and any other additional documents as referenced herein, shall constitute the entire agreement between the Parties and supersedes all prior agreements, representations, warranties and understandings, whether written or verbal. These Terms and Conditions of Service may not be amended, modified or altered except pursuant to a written document signed by both Parties. If either Party determines in its reasonable judgment that the Terms and Conditions of Service may violate any laws or regulations applicable to it, then the Parties will negotiate in good faith to amend the Terms and Conditions of Service to comply with the same. If the Parties cannot agree on a modification, then Concise Group may terminate these Terms and Conditions of Service without penalty and any amounts then due and outstanding shall be paid by the Client.

10.4. **Waiver.** The waiver by any party of a breach or default hereunder shall not operate or be construed as a waiver by such party of any subsequent or other breach or default hereunder, whether or not the subsequent or other breach or default is of the same or similar nature.

10.5. **No Third-party Beneficiaries.** These Terms and Conditions of Service shall not be for the benefit of, or enforceable by, any person not a party hereto and shall not confer any rights or remedies upon any party other than the parties and their respective successors and permitted assigns.

10.6. **Severability.** If any provision herein shall be deemed illegal or otherwise unenforceable, in whole or in part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the Terms and Conditions of Service shall remain in full force and effect.

10.7. **Independent Contractors.** The parties hereto are independent contractors and engage in the operation of their respective businesses. Neither party shall be considered the agent of the other for any purpose

whatsoever. Nothing herein shall be considered to establish a partnership or joint venture relationship.

10.8. **Further Action.** Each party hereto shall take such further action and shall execute and deliver such further documents as may be reasonably requested by the other party in order to comply with the Terms and Conditions of Service.

10.9. **Legal Expenses.** Each of the Parties hereto shall pay its own legal expenses incident to the negotiation and preparation of these Terms and Conditions of Service.

10.10. **Governing Law.** These Terms and Conditions of Service shall be construed in accordance with and governed by the appropriate courts within the relevant jurisdiction in which the Quotation has been issued.

10.11. **Headings, Counterparts.** The paragraph headings contained herein are for the purpose of convenience only and are not intended to define or limit the contents of said paragraphs. These Terms and Conditions of Service may be executed in one or more counterparts, all of which taken together shall be deemed one original.

10.12. **Survival.** Notwithstanding termination or expiration of these Terms and Conditions of Service, clauses 1, 2.4, 2.5, 2.7, 3.3, 4.2, 4.3, 4.4 and 5 through to 10 herein shall survive such termination or expiration.

10.13. **Force Majeure.** It is acknowledged that a Force Majeure can affect either Party or both Parties ("**the Affected Party**"). A Force Majeure is any event beyond the reasonable control of the Affected Party and may be unknown to the Affected Party at the date of these Terms and Conditions of Service. Force Majeure may include, without limitation, strikes, lock-outs and labour disputes, acts of God, war, riot, civil commotion, malicious damage, failures, delays or cancellations in transportation, accident, fire, flood or storm. If an Affected Party is prevented, hindered or delayed from or in performing any of its obligations under these Terms and Conditions of Service by a Force Majeure event, then: (i) the Affected Party's will promptly inform and consult with the other party as to any of the above Force Majeure events that in their judgement may or have contributed to any significant delay or failure to perform any of the Affected Party's obligations under these Terms and Conditions of Service; (ii) In such circumstances, the Affected Party shall not be liable for any consequences arising out of any delay or failure to perform as a result of the Force Majeure event; (iii) the Affected Party shall make all reasonable efforts to mitigate the effects of the Force Majeure event on the performance of its obligations under these Terms and Conditions of Service.