



### ***3DX Product Subscription Agreement***

THESE Terms and Conditions shall apply to the Services (defined here) and are incorporated into and made part of any statement of work, proposal, insertion order, purchase order or similar document executed by Customer (defined herein) to which these Terms are attached or are stated to apply ("SOW") and which Endeavor Business Media, LLC, a Delaware limited liability company having its principal place of business at 331 54th Ave N. Nashville, TN 37209 USA ("Provider") has accepted. Provider and Customer may be referred to herein collectively as the "Parties" or individually as a "Party."

WHEREAS, Provider provides certain services to its customers that include creation of 3D product models ("Product Models") and related print and/or digital advertisements and marketing campaigns and programs and access to its website platform and lead database known as 3DX Publishing Studio (the "Services") after which point end users may visit any web site where the Provider has published the Product Models to select one or more Product Models, preview the Product Model in 3D, and download the 3D model and drawings of the selected Product Model; and

WHEREAS, Customer desires to utilize and access the Services, and Provider desires to create and publish the Product Models and provide Customer with access to the Services, subject to the terms and conditions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1.0 **Definitions.** In this Agreement, the following terms have the meaning set forth below.

1.1 The Customer, including all of its wholly-owned subsidiaries, may be referred to in this Agreement as "you," "your," or "yours."

1.2 "Aggregated Statistics" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.3 "Authorized User" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

1.4 "Commencement Date" means the date that Customer's product selectors are first made available as Product Models to public users via the 3DX-US.com web site.

1.5 "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

1.6 "Customer Documentation" means Customer's product specification, manuals, handbooks, and guides relating to the Services provided by Customer to Provider either electronically, including but not limited to API, or in hard copy form.

1.7 "Non-Product Model Products" means those products and services offered by Provider to its customers that do not involve creation of Product Models hereunder.

1.8 "Provider Documentation" means Provider's manuals, handbooks, and guides related to the Services provided by Provider to Customer to Provider either electronically or in hard copy form.

1.9 "Provider IP" means the Services, Provider Documentation and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any

information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data or Customer Documentation.

1.10 "Services" means the products and services described in Exhibit A.

## 2.0 Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's timely payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in Exhibit A, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.

## 2.2 Intellectual Property Licenses.

(a) Provider Documentation. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12) license to use the Provider Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. (b) Customer Documentation. Subject to the terms and conditions contained in this Agreement, Customer hereby grants to Provider a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12) license to use the Customer Documentation during the Term solely for purposes of providing the Services

(c) Trademarks. Customer grants to Provider a limited, non-exclusive, fully paid-up, non-sublicensable, non-transferable (except in compliance with Section 12) worldwide license during the Term of this Agreement to use, copy, display, and distribute its trademarks in connection with the Services.

2.3 Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law. For complete and updated terms and conditions of use applicable to Customer and its Authorized Users, please refer to <https://www.endeavorbusinessmedia.com/endeavor-terms/> and <https://www.endeavorbusinessmedia.com/privacy-policy/>.

2.4 Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 7.2 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably

possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### 3.0 Customer Responsibilities.

3.1 **Customer Responsibilities.** Customer will cooperate with Provider as reasonably requested by Provider and will perform the responsibilities of Customer set forth in the SOW and these Terms ("Customer Responsibilities"). After execution of the SOW, the Parties will mutually agree to a written production schedule outlining each step of the project and/or other details concerning the engagement ("Production Schedule"), in which case such Production Schedule, when mutually agreed by both Parties, shall be deemed a part of the SOW and shall be automatically incorporated herein and made a part hereof. Provider will have no liability for any inability or failure to perform Services or delay in performing Services to the extent such inability, failure, or delay results from any Customer failure, delay or error in providing such cooperation and/or performance or any approvals, consents, or materials contemplated by the Agreement ("Customer Delay"). Provider allocates internal resources and reserves promotional inventory in accordance with the SOW and Production Schedule and will not be making those available to other customers. As a result, Customer is responsible for the Services purchased pursuant to the SOW and will be billed consistent with the terms of the SOW notwithstanding any Customer Delay. The foregoing notwithstanding, Provider may also charge Customer, and Customer will pay as set forth above, additional reasonable fees for additional Services rendered if any Customer Delay (a) delays the Commencement Date set forth in the SOW, or (b) causes Provider to perform additional work and/or devote additional resources beyond those contemplated by the applicable SOW. In addition to the foregoing, if Endeavor is required to modify the Commencement Date and billing period due to Client Delay, Client may be charged a \$500 administrative fee in addition to other fees applicable to Client under these Terms.

3.2 **Changes.** If any request by Client would change the scope of the SOW (including the Production Schedule), as determined by Provider in good faith, then the Parties will promptly and in good faith jointly determine the effects that implementation of such request would have on the Fees, timeline, deliverables, or any other term or condition of the SOW. Changes to the scope of the Services, deliverables, Fees or other terms and conditions set forth in any SOW will be effective only upon execution of a written change order by authorized representatives of each Party ("Change Order"). If the Parties do not execute such a Change Order, Provider may in its discretion charge Customer at Provider's then-prevailing hourly rates for any additional work performed and/or resources devoted to accommodate such request.

3.3 **Account Administrator.** Upon execution of this Agreement, Customer will appoint an Account Administrator who will be responsible for coordinating the Production Schedule and authorized users. Customer will promptly provide Provider with address, phone number, and email address of the Administrator, and to inform Provider at all times of any changes of such Administrator information. Provider will supply the Administrator with a link to access the Services, which link shall only be used by Authorized Users set forth in Exhibit A. Customer may update the Administrator and/or Authorized Users from time to time by within the Customer account portal, but in no event more frequently than quarterly, unless such person is no longer an employee of Customer.

3.4 **General.** Customer is responsible and liable for all uses of the Services and the Provider Documentation resulting from access provided to Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer will comply with all laws, statutes, regulations, rules and ordinances, including the CAN SPAM Act, California Consumer Privacy Act of 2018 (the "CCPA"), Canadian Anti-Spam Legislation ("CASL"), Data Protection Act 2018 and related regulations ("UK GDPR"), the European Union data protection directives and regulations ("EU GDPR"), and each other federal, state, local and foreign Law relating to unsolicited e-mail, data protection or privacy (collectively, "Laws"). Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this

Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. Customer agrees to report promptly to Provider any observed violation of these terms, including, but not limited to, any actual or reasonably suspected unauthorized access or use. Customer shall not use the Services in any manner or for any purpose other than the permitted purposes as expressly described in this Agreement. Customer agrees to ensure that all Authorized Users will have read, understood, and agreed to abide by the terms and conditions of use as set forth in these terms prior to such Authorized User's use of the Services.

3.5. Non-Product Model Products and Third-Party Products. Provider may from time to time make Non-Product Model Products offered by Provider or Third-Party Products available to Customer. For purposes of this Agreement, such products are subject to their own terms and conditions. If Customer does not agree to abide by the applicable terms for any such products, then Customer should not install or use such products.

#### 4.0 Fees.

4.1. Fees. Customer shall pay Provider the fees ("Fees") as set forth in Exhibit A without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date(s) set forth in Exhibit A. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for sixty (60) days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

4.2. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

5.0 **Confidential Information**. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

#### 6.0 Intellectual Property Ownership.

6.1. Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

6.2. Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

6.3. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

## 7.0 **Term and Termination.**

7.1 **Term**. The Agreement shall become effective on the Effective Date and remain in effect until the first anniversary of the Commencement Date (the "Initial Term"). The Agreement shall remain in effect thereafter for successive twelve-month periods (each a "Renewal Term") unless a Party provides written notice of non-renewal to the other Party within thirty (30) days prior to the end of the Term. Provider will provide Customer with any new terms and/or increased pricing at least sixty (60) days prior to the end of the Term.

7.2 **Termination**. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than sixty (60) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2.3 or Section 5;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3 **Effect of Termination**. Upon the expiration or earlier termination of this Agreement, all licenses and rights granted herein for access and/or use of the Services shall terminate.

## 9. **Indemnification.**

### 9.01. Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 10.01 will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to

the Services not made by Provider; (C) Customer Data; or (D) Third-Party Products.

9.02 **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9.03 **Sole Remedy.** THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION EXCEED AN AMOUNT TWO TIMES (2X) THE FEES PAID TO PROVIDER DURING THE TWELVE MONTHS PRIOR TO SUCH CLAIM.

#### 11.0 **Warranty Disclaimer; Limitations of Liability.**

11.01 THE PROVIDER IP IS PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, ANY THIRD-PARTY PRODUCTS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11.02 IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED TWO TIMES (2X) THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.0 **Assignment.** Neither party to this Agreement shall be entitled to assign or otherwise divest itself of any rights or duties under this Agreement without the prior written consent of the other party.

13.0 **Law and Jurisdiction.** This Agreement has been made in and shall be construed and enforced in accordance with Tennessee law. Any action to enforce this agreement shall be brought in the federal or state courts located in Nashville, Tennessee, USA.

14.0 **Entire Agreement.** This Agreement, including Schedule A, represents the entire agreement between the parties concerning the subject matter of this transaction and supersedes any prior understanding or agreement whether oral or written. Any amendment to this Agreement shall have no effect unless set out in writing and signed by both Customer and Provider.