

Master Subscription Agreement

SparkSmiths (Pty) Ltd

This Master Subscription Agreement ("Agreement") governs your purchase and ongoing use of the Software provided by SparkSmiths (Pty) Ltd.

If you are taking a trial, then this Agreement also governs your trial usage of the Software provided by SparkSmiths (Pty) Ltd.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE.

You MAY NOT access the Software if You are OUR DIRECT COMPETITOR except with Our prior written consent. In addition, You may not access the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on February 11, 2020. It is effective between You and Us as of the date of You accepting this Agreement. These terms may change from time to time.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"AppExchange" means the online directory of applications, located at <http://www.salesforce.com/appexchange> or at any successor websites.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the Agreements for purchases hereunder, including addenda thereto, that are signed or electronically accepted by You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"Services" means Services that You or Your Affiliates purchase that include the installation, configuration, customisation of the Software and training services on how to use the Software.

"Software" means EventSpark, an event management application built on the Salesforce platform and available to download from the AppExchange.

"User Guide" means the online user guide for the Software, accessible via <https://appexchange.salesforce.com/servlet/servlet.FileDownload?file=00P3A00000IFfnjUAC>, as updated from time to time. You acknowledge that You have had the opportunity to review the User Guide during the 30-day free trial described in Section 2 (30-Day Free Trial) below.

"Registrations" means all individuals who have registered for a public event or RSVP'd Yes to an invitation only event on an EventSpark event site. Invitees who RSVP No or do not respond to invitations are not included as Registrations.

"Subscription Term" means one calendar year from the date on which you accept the Order or purchase the Software on the AppExchange.

"Support" is Our provided technical services staff, online manuals, email communications and videos that are available to provide with assistance in troubleshooting and correcting potential software malfunctions.

"Users" means individuals who are authorized by You to use the Software. Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

"We," "Us" or "Our" means the SparkSmiths (Pty) Ltd company described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Software.

2. 30-DAY FREE TRIAL

We will make the Software available to You for free of charge until the earlier of (a) the 30th day after Your acceptance of this Agreement or (b) the start date of any Software ordered by You on an Order Form.

ANY DATA YOU ENTER INTO THE SOFTWARE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR 30-DAY FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO EVENTSPARK USING AN ORDER FORM OR ON THE SALESFORCE APPEXCHANGE BEFORE THE END OF THE 30-DAY TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE 30-DAY FREE TRIAL TO ANOTHER SOFTWARE.

NOTWITHSTANDING SECTION 8 (WARRANTIES AND DISCLAIMERS), DURING THE 30-DAY FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

Please review the User Guide during the trial period so that You become familiar with the features and functions of the Software before You make Your purchase.

3. SOFTWARE SUBSCRIPTION

3.1. Provision of Software. We shall make the Software available to You pursuant to this Agreement during a Subscription Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2. The Software is purchased as an annual Subscription that renews upon the 12-month anniversary of date of purchase as documented on the Invoice. We will i) provide Basic Support for the Subscription Term, and provision 1,500 Registrations annually in your Salesforce org with the purchase of the Software.

3.3. You will manage which Users can access EventSpark and ensure that they have standard Salesforce licences.

3.4. You can purchase additional Registrations during the Subscription Term from the EventSpark Setup app according to the pricing schedule at <https://www.sparksmiths.com/s/pricing>. All Registrations shall terminate at the end of the Subscription Term and cannot be carried forward into subsequent Registration Periods.

3.5. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4. USE OF THE SOFTWARE

4.1 Our Responsibilities. We shall: (i) provide to You basic support for the Software at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the support available during office hours, except for: (a) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), or Internet service provider failures or delays, and (b) provide the Software only in accordance with applicable laws and government regulations.

4.2. Your Responsibilities. You shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Software, and notify Us promptly of any such unauthorized access or use, and (d) use the Software only in accordance with the User Guide and applicable laws and government regulations. You shall not (i) sell, resell, rent or lease the Software, (ii) use the Software to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (iii) use the Software to store or transmit Malicious Code, (iv) interfere with or disrupt the integrity or performance of the Software or third-party data contained therein, or (v) attempt to gain unauthorized access to the Software or their related systems or networks.

4.3 Salesforce License Restrictions. The Software runs on Salesforce Enterprise Edition Standard Licenses and utilises Salesforce Lightning Components which requires My Domain to be enabled and deployed to all users. You are solely responsible for maintaining appropriate licensing from Salesforce and for ensuring the configuration of Your Salesforce org is in accordance with the pre- and post-installation steps as documented in the Installation and Configuration Guide which can be found at <https://appexchange.salesforce.com/servlet/servlet.FileDownload?file=00P3A00000IFnoUAC>.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified in all Order Forms or on the AppExchange which are subject to this Master Subscription Agreement. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars (ii) fees are based on Subscriptions, Registrations and Components purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable, (iv) fees are due immediately, and (v) the number of Registrations purchased cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are billed annually.

5.2. Invoicing and Payment. When you place an Order, We will issue you with an electronic Invoice which will provide you with an option to pay by credit card or bank transfer. When you buy the Software on the AppExchange, we will invoice you as soon as payment has been received.

5.3. Overdue Charges. If any charges are not received from You by the due date (except charges then under reasonable and good faith dispute), then at Our discretion, (a) such charges may accrue interest at the rate of 1.0% per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Service Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Charges 30 or More Days Overdue. If any charge owing by You under this or any other agreement for Software is 30 or more days overdue (except charges then under reasonable and good faith dispute), We may, without limiting Our other rights and remedies, suspend your Subscription entirely until such amounts are paid in full.

5.5. Cancellation of Subscription. We reserve the right to cancel the Subscription for any Charges 30 or more days overdue without any notice.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Software except as permitted herein or in an Order Form, (ii) create derivative works based on the Software, (iii) copy or mirror any part or content of the Software, (iv) reverse engineer the Software, or (v) access the Software in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Software.

6.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all Your Data.

6.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Software.

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.3. Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Software or Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

7.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) the Software shall perform materially in accordance with the User Guide, the functionality of the Software will not be materially decreased during a subscription term, and (iii) the Software will be maintained to operate in the current Salesforce platform. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. Mutual Warranties. Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding ("Claim") made or brought against You by a third party alleging that the use of the Software as permitted hereunder infringes or misappropriates the intellectual property rights of a third party, and shall indemnify You for any damages finally awarded against, and for reasonable attorney's fees incurred by, You in connection with any such Claim; provided, that You (a) promptly give Us written notice of the Claim; (b) give Us sole control of the defence and settlement of the Claim (provided that We may not settle any Claim unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense.

9.2. Indemnification by You. You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Software in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defence and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 7 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. Exclusion of Consequential and Related Damages. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8 AND INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all Subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Software for a 30-day free trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the 30-day free trial period.

11.2. Term of Purchased Subscriptions. Subscriptions purchased by You commence on the start date on the Invoice and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Subscriptions shall automatically renew for one year, unless either party gives the other notice of non-renewal at least 30 (thirty) days before the end of the

relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Surviving Provisions. Section 5 (Fees and Payment for Software), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability),

11.4 (Refund or Payment upon Termination), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

12.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

You are contracting with:

SparkSmiths (Pty) Ltd
2 Venus St, Melrose Estate
Johannesburg
South Africa

Company Contact:
Katharine Janisch
email: kath@sparksmiths.com

12.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon the first business day after sending by email. Notices to You shall be addressed to the system administrator designated by You for Your relevant Software account, and in the case of billing-related notices, to the relevant billing contact designated by You.

12.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13. GENERAL PROVISIONS

13.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Software. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Software in violation of any U.S. export embargo, prohibition or restriction.

13.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment)

13.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and

supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Addendum A

The following components are included with the Annual Subscription.

Component	Unit Quantity
Users	Unlimited
Events	Unlimited
Registrations	1500
Themes	10
Organising Entities	3
Templates	Unlimited