

MASTER TERMS AND CONDITIONS (US/CANADA)

These Master Terms and Conditions (US/Canada) (together with the HqO (as defined below) documents and policies referenced herein, these “Master Terms and Conditions”) are entered into as of the effective date set forth on the applicable Order Form (the “Effective Date”) by and between HqO, Inc., a Delaware corporation (“HqO”) and the entity listed on the signature page of the applicable Order Form (the “Company”).

BACKGROUND

Capitalized terms used without definition will have the meanings set forth in Section 10 (Additional Definitions).

Subject to the terms and conditions of this Agreement, HqO will make available to Customer and its Registered Authorized Users its Internet-based tenant engagement and experience platform as a service (the “HqO Platform”) and related web and mobile apps, each in object code format only (the “HqO Web App” and “HqO Mobile App”, respectively) and together with the HqO Platform, the “HqO Service”), that provide the features and modules of the HqO Platform identified in the applicable Order Form. The HqO Service may include custom content developed by HqO at the request of Customer and will include any updates to the features and modules purchased by Customer that are made generally available by HqO to its customers at no additional charge, but excludes any separate features, modules or additional functionality or services that are made available by HqO for an additional charge. The HqO Service and any Technical Services identified in an Order Form are collectively referred to in these Master Terms and Conditions as the “HqO Technology”.

1. SCOPE; GRANT OF RIGHTS.

1.1 Master Agreement. From time to time, Company or one of its Controlled Affiliates (each, including Company, a “Company Entity”) may request from HqO the provision of HqO Technology (as defined above). After the applicable Company Entity and HqO agree on the terms and conditions relating to the provision of such HqO Technology, they will execute an Order Form, and the Company Entity identified in such Order Form will constitute the “Customer” hereunder. Each Order Form will expressly reference these Master Terms and Conditions and will contain, at a minimum, the HqO Technology ordered, applicable fees, Building details, and the Initial Term (as defined below) of the Agreement. These Master Terms and Conditions are hereby incorporated by reference into each Order Form that references these Master Terms and Conditions to create a separate agreement between HqO and the applicable Company Entity and HqO (such agreement, the “Agreement”). Unless otherwise indicated herein, a reference to a “party” or “parties” in these Master Terms and Conditions is a reference to HqO and/or Customer under the applicable Agreement.

1.2 HqO Service.

(a) In accordance with, and subject to, the terms and conditions of this Agreement, HqO will make the HqO Service available with respect to the Building as of the Effective Date; provided that the HqO Mobile Apps will be made available approximately eight (8) weeks after the Effective Date.

(b) Subject to the terms and conditions of this Agreement, HqO hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except as set forth in Section 9.2) right during the Term (as defined below) to (i) access and use the HqO Web App, (ii)

download the HqO Mobile App through Mobile Application Stores, (iii) install the HqO Mobile App on mobile devices owned or leased by Customer, (iv) use the HqO Web App and HqO Mobile



App to access and use the HqO Platform, and (v) view through the HqO Service any information or content made available thereon by HqO, in each case of (i)–(v) solely in connection with Customer’s internal business operations related to the Building.

(c) On the Order Form, Customer has elected whether the HqO Service to be used for the Building will have an HqO Branded Experience or a Customer Branded Experience. In the case of a Customer Branded Experience, HqO will rebrand the HqO Service as a private-labeled service using only Customer’s brands, except that HqO may include in the private-labeled HqO Mobile App attribution of HqO, such as “powered-by HqO.” In such case, Customer hereby appoints HqO as its agent for the limited purpose of establishing, maintaining and (upon expiration or termination of this Agreement) terminating developer accounts with, and removing the HqO Mobile App from, the Mobile Application Stores (*e.g.*, Apple and Google) in Customer’s name.

1.3 Registered Authorized User Rights. Subject to the terms and conditions of this Agreement, HqO will permit Registered Authorized Users to access and use the HqO Web App and download, install, and use the HqO Mobile App through the Mobile App Stores for purposes of accessing and using the features of the HqO Service that are directed to Registered Authorized Users, as applicable. Use of the HqO Service by a Registered Authorized User is governed by HqO’s (i) standard terms and conditions of use and end user license agreement, the current version of which is made available [here](#) (the “HqO Terms”), and (ii) standard privacy policy, the current version of which is made available [here](#) (“HqO Privacy Policy”). The HqO Terms and HqO Privacy Policy are made available in connection with the access and use of the HqO Web App and download, installation, and use of the HqO Mobile App. Customer is responsible for the acts and omissions of its Registered Authorized Users.

1.4 Rights Regarding Customer Content and Customer Branded Experience. Subject to the terms and conditions of this Agreement:

(a) HqO may use the brands (including logos) and content that Customer makes available to HqO (collectively, the “Customer Content”) to customize the HqO Service for Customer. Customer hereby grants to HqO, and HqO hereby accepts, a non-exclusive, non-transferable (except as set forth in Section 9.2), paid-up, royalty-free, sublicensable license to copy, use, display, distribute, modify and create derivative works of the Customer Content to brand and make available the HqO Service for the purpose of providing the HqO Service under this Agreement; and

(b) in the case of a Customer Branded Experience, HqO hereby grants to Customer, and Customer hereby accepts, a non-exclusive, non-transferable (except as set forth in Section 9.2), non-sublicensable license to distribute the HqO Mobile App, private-labeled in accordance with Section 1.2(c), through the Mobile App Stores to Registered Authorized Users.

1.5 Limitations. The following limitations and restrictions will apply to the use of the HqO Technology:

(a) Customer will not provide access to the HqO Technology to any person who is not a Registered Authorized User or an employee or contractor of Customer.

(b) Except as expressly permitted hereunder, Customer will not and will not permit or authorize Registered Authorized Users or any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying

structure, ideas or algorithms of any of the HqO Technology; (ii) modify, translate or create derivative works based on any of the HqO Technology; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on any of the HqO Technology; (iv) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the HqO Technology or its related



systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (v) remove or obscure any proprietary notices or labels of HqO or its licensors and service providers. separate agreement between HqO and the applicable Company Entity and HqO (such agreement, the "Agreement"). Unless otherwise indicated herein, a reference to a "party" or "parties" in these Master Terms and Conditions is a reference to HqO and/or Customer under the applicable Agreement.

2. OWNERSHIP; RESERVATION OF RIGHTS.

2.1 Customer Data. As between Customer and HqO, Customer owns the Customer Data. Customer hereby grants to HqO a non-exclusive, worldwide, non-transferable (except as set forth in Section 9.2), paid-up, royalty-free, and sublicensable, license to copy, distribute, display, create derivative works of and use the Customer Data to (i) perform HqO's obligations under this Agreement and (ii) create de-identified data from the Customer Data (the "De-Identified Data"). For clarity, Customer Data does not include the De-Identified Data. Customer reserves any and all right, title and interest in and to the Customer Data other than the licenses therein expressly granted to HqO under this Agreement.

2.2 HqO Technology Ownership. Subject to the rights and licenses granted in Section 1, as between the parties, HqO retains all rights, title and interest in and to the HqO Technology and any other materials provided by HqO to Customer under this Agreement, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Other than the rights and licenses granted to Customer in Section 1, HqO grants no, and reserves any and all, rights in the HqO Technology. Customer will not remove, obscure, or alter any intellectual property rights notices relating to the HqO Technology.

2.3 Feedback. Customer may elect from time to time to provide suggestions or comments regarding enhancements or functionality or other feedback to HqO with respect to the HqO Technology or other of HqO's products or services ("Feedback"). HqO will have full discretion to determine whether or not to proceed with the development of the requested enhancements, new features or functionality. Customer hereby grants HqO a royalty-free, fully paid-up, worldwide, transferable, sublicensable (directly and indirectly through multiple tiers of distribution), perpetual, irrevocable license to (a) copy, distribute, transmit, display, perform, and modify and create derivative works of the Feedback, in whole or in part; and (b) use the Feedback and/or any subject matter thereof, in whole or in part, including the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and/or lease products or services which incorporate, practice or embody, or are configured for use in practicing, the Feedback, in whole or in part.

2.4 HqO Responsibilities.

(a) HqO will use commercially reasonable efforts to provide the HqO Service in accordance with the Service Level Agreement, the current version of which is made available [here](#). HqO will provide technical support to Customer's employees for issues and questions arising from the operation of the HqO Service.

(b) HqO will implement and maintain the administrative, physical and technical safeguards described in HqO's data security policy, the current version of which is made available [here](#), which attempt to prevent any collection, use or disclosure of, or access to Customer Data that this Agreement does not expressly authorize. Such safeguards include: (i) physical security of all premises in which Customer Data will be processed and/or stored; and (ii) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by HqO to perform any part of the services hereunder.

(c) HqO will abide by the data protection provisions of its [Data Processing Addendum](#) ("DPA") when Processing Personal Data (as defined in the DPA) provided by Customer pursuant to this Agreement. The DPA is hereby incorporated herein by reference.



(d) Notwithstanding anything to the contrary in this Agreement. HqO will not be obligated to make the HqO Technology available to any Registered Authorized Users prior to such user's agreement to the HqO Terms and the HqO Privacy Policy.

2.5 Customer Responsibilities. Customer will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the HqO Technology and notify HqO promptly of any such unauthorized access or use, and (b) use HqO Technology only in accordance with the documentation, applicable laws and regulations and the terms of this Agreement.

2.6 Technical Services. From time to time, the parties may agree pursuant to an Order Form on Technical Services that HqO will provide to Customer. Each Order Form will specify those Technical Services that are to be performed by HqO hereunder. HqO's performance of the Technical Services is dependent in part on Customer's actions. Accordingly, Customer will use reasonable efforts to provide HqO with the necessary items and assistance necessary for HqO to complete the Technical Services. Any dates or time periods relevant to performance by HqO hereunder will be appropriately and equitably extended to account for any delays or change in assumptions due to Customer.

3. FEES; PAYMENT TERMS.

3.1 Fees; Payment Terms. Customer will pay HqO such fees as indicated on the Order Form. Fees will be paid within thirty (30) days of invoice. If payment of any fees (including any reimbursement of expenses) is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Customer will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by HqO within thirty (30) days from the time such payment is due, HqO may suspend access to the HqO Technology until such payment is made. At its discretion, HqO may increase the pricing stated on the Order Form for any Renewal Term (as defined below) upon giving Customer at least ninety (90) days' notice (which may be sent by email) prior to the end of the then-current Term.

3.2 Net of Taxes. All amounts payable by Customer to HqO hereunder are exclusive of any sales, use and other taxes or duties, however designated, including withholding taxes, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of HqO. Customer will make all payments to HqO under this Agreement without any deduction and withholding for or on account of any Taxes ("Tax Withholding"), unless a Tax Withholding is required by applicable law. If a Tax Withholding is required by applicable law, then (a) where such Tax Withholding relates to any Taxes, except for those taxes based on the income of HqO, the

relevant amount payable by Customer hereunder will be increased to the amount that would, following any required Tax Withholding, result in HqO receiving the amount that would have been received if no Tax Withholding were required; (b) Customer will, promptly upon becoming aware that it must make a Tax Withholding (or that there is any change in the rate or the basis of a Tax Withholding), notify HqO in writing; and (c) Customer will timely remit the amount of such Tax Withholding to the appropriate taxing authorities. Customer will use commercially reasonable efforts to mitigate, reduce, or eliminate any Tax Withholdings (including by taking advantage of any reduced rate of tax provided for by any applicable international agreement for the avoidance of double taxation then in force).

4. TERM, TERMINATION.

4.1 Term.

(a) Master Terms and Conditions. The term of these Master Terms and Conditions will begin on the Effective Date and continue until terminated in accordance with Section 4.2(b).

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(b) Agreement. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement will be as set forth on the Order Form. Thereafter, unless this Agreement terminates earlier in accordance with the terms of this Agreement, this Agreement will automatically renew for additional terms equal in length to the Initial Term (each, a “Renewal Term” and, together with the Initial Term, the “Term”), unless either party delivers to the other party written notice of the party’s intent not to renew at least sixty (60) days prior to the end of the then-current Term..

4.2 Termination.

(a) Termination of Agreement for Breach. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. Customer will pay in full for the use of the HqO Technology up to and including the effective date of the termination, as set forth in the terminating party’s notice of termination.

(b) Termination of Master Terms and Conditions. Any termination of an Agreement will not affect these Master Terms and Conditions. These Master Terms and Conditions (but not an Agreement into which these Master Terms and Conditions are incorporated) may only be terminated, for any reason or no reason, by HqO or Company upon thirty (30) days’ written notice to the other. For clarity, upon termination of these Master Terms and Conditions (i) any then-existing Agreements will continue in accordance with their terms and conditions and (ii) the effect of the termination of these Master Terms and Conditions pursuant to this Section 4.2(b) will be to preclude entry into future Agreements between HqO and any Company Entity pursuant to these Master Terms and Conditions.

4.3 Effect of Expiration or Termination.

(a) In the case of a Customer Branded Experience, immediately upon the effective date of expiration or termination of this Agreement, HqO (acting as Customer’s agent in accordance with Section 1.2(c)) will remove the HqO Mobile App from all Mobile App Stores.

(b) Upon any expiration or termination of this Agreement (except for termination by HqO for Customer’s breach pursuant to Section 4.2(a)), upon written request of Customer delivered within 30 days of effective date of such expiration or termination, HqO will make the Customer

Data available to Customer for download in HqO's standard format for 30 days after such request (the "Transition Period"). After the Transition Period, HqO may, but is not obligated to, in its sole discretion and without delivery of any notice to Customer, delete any Customer Data stored or otherwise archived on the HqO Platform or on HqO's network.

(c) Except as expressly stated herein, upon expiration or termination of the Agreement, (i) all rights granted hereunder and all obligations of HqO to provide the HqO Technology will immediately terminate, (ii) Customer will immediately cease use of the HqO Technology; and (iii) each party will return or destroy all copies or other embodiments of the other party's Confidential Information.

4.4 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 1.5 (Limitations), 2.2 (HqO Technology Ownership), 2.3 (Feedback), 3 (Fees; Payment Terms), 4.3 (Effect of Expiration or Termination), 4.4 (Survival), 5 (Confidentiality), 6 (Representations, Warranties and Disclaimer), 7 (Limitations of Liability), 8 (Indemnification), 9 (General) and 10 (Additional Definitions) will survive.

5. CONFIDENTIALITY.

5.1 Definition of Confidential Information. As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by or on behalf of either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. HqO's Confidential Information includes, without limitation, the HqO Platform, the source code of the HqO Technology and the terms of this Agreement. Customer's Confidential Information includes, without limitation, the Customer Data. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party.

5.2 Use and Disclosure of Confidential Information. The Disclosing Party's Confidential Information constitutes valuable trade secrets and proprietary information of the Disclosing Party. Each Receiving Party will use the Confidential Information of the Disclosing Party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the Disclosing Party's prior written consent, except as otherwise permitted hereunder. Notwithstanding any provision of this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information, in whole or in part, to the Receiving Party's employees, officers, directors, consultants, and contractors who have a need to know and are legally bound by written agreements imposing confidentiality and nonuse obligations with respect to such Confidential Information no less restrictive than those set forth in this Section 5.

5.3 Other. Each Receiving Party will use reasonable measures to protect the confidentiality of the Disclosing Party's Confidential Information. Either Receiving Party may disclose the Confidential Information of the Disclosing Party as reasonably deemed by the Receiving Party to be required by law (in which case such Receiving Party will provide the Disclosing Party with prior written notification thereof, will provide such the Disclosing Party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure, each to the extent permitted by applicable law). In the event of actual or threatened breach of the provisions of this Section 5, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each Receiving Party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

6. REPRESENTATIONS, WARRANTIES AND DISCLAIMER.

6.1 Representations and Warranties.

(a) Each party represents and warrants to the other party that (i) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (iii) this Agreement constitutes a legal, valid and binding obligation when signed by both parties.

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(b) In addition, HqO represents and warrants to Customer that it uses industry standard methods to detect and prevent viruses and any third party software routines designed to permit unauthorized access, disable or erase software, hardware or data, or perform any other similar actions that may be present in the HqO Service and correct or remove such viruses and subroutines.

6.2 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN SECTION 6.1, THE PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. HQO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. HQO AND ITS LICENSORS AND SUPPLIERS ARE NOT RESPONSIBLE FOR ANY ACTIONS TAKEN (INCLUDING CONFIGURATION OF THE HQO SERVICE) BASED ON INFORMATION PROVIDED BY OR ON BEHALF OF CUSTOMER (INCLUDING BY ANY REGISTERED AUTHORIZED USER). NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7. LIMITATIONS OF LIABILITY.

7.1 Limitation of Liability; Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT WILL HQO AND ITS LICENSORS AND SERVICE PROVIDERS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF HQO HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT AND SUBJECT TO APPLICABLE LAWS,

UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF HQO AND ITS LICENSORS AND SERVICE PROVIDERS FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID AND PAYABLE BY CUSTOMER TO HQO UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.2 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION.

8.1 Indemnification by HqO. HqO will (a) defend or settle at its expense any claim, suit or other proceeding brought by a third party (a "Claim") against Customer or any officer, director, agent, or employee of Customer ("Customer Parties") that the use of the HqO Technology as permitted under this Agreement infringes or conflicts with any copyright or trade secret (except for claims for which HqO is entitled to indemnification under Section 8.2, in which case HqO will have no obligations with respect to such claim) and (b) pay all damages and costs awarded by a court of competent jurisdiction against Customer Parties with respect to such Claim or amounts payable pursuant to a settlement agreed to by HqO. HqO will have no liability or obligation under this Section 8.1 if the applicable Claim arises in whole or in part from (i) modification of the HqO Technology by any party other than HqO without HqO's express consent; (ii) the combination,

operation, or use of the HqO Technology with other product(s), data or services where the HqO Technology would not by itself be infringing; or (iii) unauthorized or improper use of the HqO Technology. If the use of the HqO Technology by Customer has become, or in HqO's opinion is likely to become, the subject of any claim of infringement, HqO may at its option and expense (A) procure for Customer the right to continue using the HqO Technology as set forth hereunder; (B) replace or modify the HqO Technology to make it non-infringing so long as the HqO Technology has at least equivalent functionality; (C) substitute an equivalent for the HqO Technology; or (D) if options (A)–(C) are not reasonably practicable, terminate this Agreement and refund any prepaid amounts for unused periods. This Section 8.1 states HqO's entire obligation and Customer's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

8.2 Indemnification by Customer. Customer will (a) defend or settle at its expense any Claim against HqO or any officer, director, agent, or employee of HqO ("HqO Parties") arising from (i) use of the HqO Technology other than as permitted under this Agreement, (ii) use of the Customer Data or Customer Content as permitted under this Agreement or (iii) Customer's breach of this Agreement, and (b) pay all damages and costs awarded by a court of competent jurisdiction against HqO Parties with respect to such Claim or amounts payable pursuant to a settlement agreed to by Customer.

8.3 Procedure. If a Customer Party or a HqO Party becomes aware of any Claim for which it believes it should be defended under Section 8.1 or Section 8.2, as applicable, such Customer Party or HqO Party will (a) promptly notifies the defending party in writing of such Claim; (b) promptly give the defending party the sole and exclusive right to control and direct the investigation, preparation, defense and settlement of such Claim with counsel of defending party's own choosing; provided that the party entitled to the defense under this Section 8 will have the right to reasonably participate, at its own expense, in the defense or settlement of any such Claim; and

(c) gives assistance and full cooperation for the defense of same.

9. GENERAL.

9.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

9.2 Assignment; Subcontractors. A party to either these Master Terms and Conditions or this Agreement may not assign the applicable agreement (i.e., these Master Terms and Conditions or the applicable Agreement) without the prior written consent of the other party; provided however that a party may assign the applicable agreement without the prior written consent of the other party to an acquirer of or successor to all or substantially all of such party's business or assets to which the applicable agreement relates. Further, Customer may assign this Agreement to a purchaser of the Building without the prior written consent of HqO; provided however that Customer provides HqO thirty (30) days prior written notice of such assignment. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 9 will be null and void. HqO may use subcontractors in delivering the HqO Services.

9.3 Entire Agreement; Waiver. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

9.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

9.5 Notices. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the applicable Order Form and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. In the case of a notice by Customer, Customer will send an additional copy of the notice to the "Attention of Chief Executive Officer" at HqO's address set forth in the applicable Order Form.

9.6 Publicity. Neither party will, without prior written consent of the other, issue a press release regarding their business relationship or, in the case of Company, any business relationship between its Controlled Affiliates and HqO. Notwithstanding anything herein to the contrary, HqO may mention Company and/or Customer and the relationship between HqO and Company and/or Customer in HqO's marketing collateral, website, and other promotional and marketing materials.

9.7 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including acts of God, acts of war, epidemics, pandemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon

by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

9.8 Governing Law; Venue. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

9.9 Export Control. Customer may not provide access to the HqO Technology to any person or entity that is (a) identified on the Specially Designated Nationals List or Foreign Sanctions Evaders List of the Office of Foreign Assets Control, U.S. Department of the Treasury, as amended from time to time; (b) located in Cuba, Iran, North Korea, Sudan, Syria, or any other country that is subject to U.S. economic sanctions prohibiting such access; or (c) otherwise unauthorized to have such access under any law or regulation of the United States or any non-U.S. authority of competent jurisdiction.

9.10 Headings; Interpretation. The headings and captions used in these Master Terms and Conditions are used for convenience only and are not to be considered in construing or interpreting this Agreement. All uses in this Agreement of "including" and similar terms will be interpreted to mean "including without limitation."

9.11 Counterparts. These Master Terms and Conditions may be executed in two or more counterparts, each of which will be deemed an original, and such counterparts will together constitute one and the same instrument.

9.12 Non-Competition and Customer Non-Solicitation. During the Term of this Agreement and for a period of twelve (12) months thereafter, the Company shall not use any Confidential Information or knowledge obtained through its relationship with HqO, including through participation in HqO-led or jointly conducted sales calls, meetings, demonstrations, or other business discussions, to develop, market, sell, or provide any software, platform, or service that is substantially similar to or competitive with HqO's tenant experience or workplace engagement platform.

Without limiting the foregoing, the Company shall not use such Confidential Information or knowledge to directly or indirectly solicit, pursue, or enter into any contractual relationship with any HqO customer or prospective customer to the extent such customer or prospective customer was identified or engaged through HqO-led or jointly conducted discussions.

For clarity, this Section does not restrict the Company from offering its generally available products or services to customers with whom it had an existing business relationship independent of and prior to its relationship with HqO, nor to customers identified through a shared building environment, shared technology infrastructure, or third-party vendor relationships, provided that the Company does not use or disclose HqO Confidential Information in doing so.

10. ADDITIONAL DEFINITIONS.

For purposes of this Agreement the following terms have the following meanings:

"Registered Authorized Users" means users that have a User License. In each case who (a) are at least eighteen (18) years-old or a Minor Registered Authorized User and (b) download the HqO Mobile App from a Mobile Application Store through which HqO (in the case of an HqO Branded Experience) or Customer (in the case of a Customer Branded Experience) makes the HqO Mobile App available and, in connection with such download, agrees by means of a click-through agreement, to HqO's Terms and the HqO Privacy Policy. Minor Registered Authorized Users must have such click-through agreement(s) executed by their parent or legal guardian.

"Building" means the building at the address specified on the Order Form.

"Controlled Affiliate" means an entity with outstanding voting shares that are more than 50% beneficially owned by Company.

"Customer" means the Company Entity identified in the Order Form.

"Customer Data" means the data and information collected and managed via the HqO Technology under this Agreement, other than data and information received from any third party sources. Customer Data does not include User Data (which is licensed directly to HqO by Registered Authorized Users pursuant to the HqO Terms and HqO Privacy Policy).

"Force Majeure Event" has the meaning set forth in Section 9.

"HqO Data Center" means the computer servers and network infrastructure, whether physical or virtual, on which the HqO Platform is hosted and operated, whether managed directly by HqO, colocation services provider, or cloud hosting provider.

"HqO Service" has the meaning set forth in the Background section of these Master Terms and Conditions.

"Initial Term" means the initial term of this Agreement as described in the Order Form.

"Minor Registered Authorized Users" means individuals (a) at least fourteen (14) years old and (b) younger than eighteen (18) years old.

"Mobile Application Stores" means the Apple App Store and Google Play and any other mutually agreed mobile application stores.

"Order Form" means the HqO Service Order Form that is signed by HqO and Customer and expressly references these Master Terms and Conditions.

"Service Region" means the location of an HqO Data Center that provides the HqO Service to Customers in the geographic vicinity thereof.

"Technical Services" means the implementation, activation, technical support, promotional, consulting and other services described in the applicable Order Form.

"User Data" means data provided by Registered Authorized Users in connection with using the HqO Service.

"User License" means someone who has accepted the T&C in the app and is a user where a user is defined as 1. user of the app or web, 2. has a role, 3. not in a deactivated state, 4. in a non-deleted state."

"Third Party Service" means a third party service to which the HqO Service links or that is integrated with the HqO Service in order to provide specific portions of tenant experience functionality (*e.g.*, food ordering or delivery, transit system information, ride share services, fitness class registration, and shuttle service).

