

THE FRIDGE CUSTOMER AGREEMENT

WELCOME TO THE FRIDGE. PLEASE READ THIS CUSTOMER AGREEMENT BEFORE INSTALLING OR USING THE FRIDGE SERVICES, INCLUDING THE SOFTWARE COMPONENTS THEREOF ("SERVICES"). BY CLICKING ON THE "ACCEPT" BUTTON, YOU AND ANY ENTITY THAT YOU REPRESENT ("CUSTOMER") ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS SERVICE AGREEMENT CONSISTING OF THIS PARAGRAPH AND THE FOLLOWING TERMS (THE "AGREEMENT") WITH RESPECT TO THE SERVICES. IF YOU ARE NOT THE CUSTOMER, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THE ENTITY THAT YOU REPRESENT AND AGREE THAT CUSTOMER IS BOUND BY THIS AGREEMENT. PROVISION OF THE SERVICES IS CONDITIONED ON, AND CUSTOMER'S INSTALLATION OR USE OF THE SERVICES SHALL CONSTITUTE, CUSTOMER'S ASSENT TO THE TERMS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF YOU DO NOT UNCONDITIONALLY AGREE TO THE FOREGOING, CLICK THE "CANCEL" BUTTON AND YOU SHOULD CEASE INSTALLING OR USING THE SERVICES IMMEDIATELY. IF YOU CONTINUE WITH INSTALLATION OR USE OF THE SERVICES, YOU ARE REPRESENTING AND WARRANTING THAT YOU ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY THIS AGREEMENT. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

This Agreement includes the following terms, as well as those in the Privacy Policy <http://synk.thefridge.tv/legal>.

THE FRIDGE reserves the right to change the terms of this Agreement at any time, effective upon placing a notice on the <http://synk.thefridge.tv/legal> website, upon sending Customer an email, and/or upon some other means. If Customer does not agree with the new terms, Customer is free to reject them; unfortunately, that means Customer will no longer be able to use the Services. Continued use by Customer of the Services in any way after such changes to this Agreement shall constitute Customer's agreement to all of such changes. Except for changes by THE FRIDGE as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both parties.

1. RIGHTS GRANTED; SERVICES AND SUPPORT

1.1 Subject to the terms and conditions of this Agreement, THE FRIDGE will use commercially reasonable efforts to provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at THE FRIDGE's sole discretion, for any purpose deemed appropriate by THE FRIDGE. THE FRIDGE will use reasonable efforts to give Customer prior written notice of any such modification.

1.2 As of the Effective Date, Customer shall have the nonexclusive, non-assignable, non-transferrable, non-sublicenseable, royalty free, worldwide limited right to use the Services solely for Customer's internal business operations during the Term (defined below) and subject to the terms of this Agreement. Customer may allow its employees to use the Services for this purpose and Customer is responsible for its employees' compliance with this Agreement. Customer acknowledges and agrees that Customer does not acquire under this Agreement any license to use the Services in excess of the scope and/or duration of the

Services as set forth in this Agreement.

1.3 THE FRIDGE will undertake commercially reasonable efforts to make the Services available. Notwithstanding the foregoing, THE FRIDGE reserves the right to suspend Customer's access to the Services: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to THE FRIDGE.

1.4 Subject to the terms hereof, THE FRIDGE will provide reasonable support to Customer for the Services from Monday through Friday during THE FRIDGE's normal business hours.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Access to the Services may require the Customer to install certain software applications, scripts, and/or plugins. Customer agrees to be bound by this Agreement and any applicable End-User License Agreements that govern the installation and use of such client software applications, scripts, and/or plugins.

2.2 Customer will not, and will not permit any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (b) modify, translate, alter, adapt, copy, license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, or create derivative works based on the Services or Software; (c) use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; (d) make the Services available in any manner to any third party for use in such third party's business operations; (e) remove or modify any program markings or any notice of THE FRIDGE' or its licensors' proprietary rights; (f) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to THE FRIDGE; or (g) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws, intellectual property, consumer and child protection, obscenity or defamation). Specifically, but without limitation, Customer will comply with the notice, "opt out" and other provisions of the following California laws: California Business and Professions Code Sections 17538.4 and 17538.45.

2.3 If Customer is an entity, Customer will designate an employee who will be responsible for all matters relating to this Agreement ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by updating its account setting through the Services.

2.4 Customer will be responsible for maintaining the security of Customer account, passwords (including but not limited to administrative and user passwords) and files, for monitoring the rendering process and result, and for all uses of Customer account with or without Customer's knowledge or consent.

2.5 Customer acknowledges and agrees that the Services operate on or with or using application programming interfaces (APIs) and/or other services or technology provided by third parties ("Third Party Services") and that Third Party Services may be subject to limitations, delays, and other problems inherent in the use of such Third Party Services. Customer's right to use Third Party Services is governed by the terms of the license agreements for Third Party Services specified by such third party and not under this Agreement. THE FRIDGE is not responsible for the operation of any Third Party Services nor

the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services, except that THE FRIDGE may offer certain third party rendering software for Customer to use in connection with the Services. A list of such Third Party Services (which may be updated from time to time) and the applicable terms of the license agreements is available at <http://synk.thefridge.tv/legal>

Customer is solely responsible for complying with any applicable terms or conditions of all Third Party Services. THE FRIDGE does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

3. CONFIDENTIALITY

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Confidential Information" of the Disclosing Party). Confidential Information shall be limited to the terms and pricing under this Agreement, Customer Content residing in the Services environment, and all information clearly identified as confidential at the time of disclosure, or information that would normally be considered confidential under the circumstances. "Customer Content" means information, instruction, data, content, or material provided by Customer to the Services or otherwise furnished or inputted by Customer in connection with its access to or use of the Services under this Agreement.

3.2 The Receiving Party agrees: (i) not to divulge to any third person any such Confidential Information, (ii) to give access to such Confidential Information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Confidential Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Confidential Information. THE FRIDGE will protect the confidentiality of Customer Content residing in the Services environment in accordance with the THE FRIDGE security practices.

3.3 The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Confidential Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Confidential Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, THE FRIDGE may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

3.4 Customer acknowledges that THE FRIDGE does not wish to receive any Confidential Information from Customer that is not necessary for THE FRIDGE to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, THE FRIDGE may reasonably presume that any

unrelated information received from Customer is not confidential or Confidential Information.

3.5 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Except as expressly set forth herein, THE FRIDGE alone (and its licensors, where applicable) will retain all ownership and intellectual property rights relating to (i) the Service or the Software (and any copies thereof); (ii) anything developed and delivered under this Agreement, except for the Customer Content; and (iii) any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, all of which are hereby assigned to THE FRIDGE. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights.

4.2 Customer and its licensors shall (and Customer hereby represents and warrants that they do) have all right, title and interest in and to all Customer Content distributed through the Services and the intellectual property rights related thereto. Customer shall be solely responsible for all Customer Content. If THE FRIDGE reasonably determines that any Customer Content or activities hereunder with respect to any Customer Content may infringe or violate any third party rights, THE FRIDGE may (but is not required to) suspend activity hereunder with respect to that Customer Content. THE FRIDGE is hereby granted a non-exclusive, perpetual, transferable, assignable, irrevocable, worldwide, royalty-free right to access, use, process, reproduce, adapt and modify, perform and display (publicly or otherwise), transmit and distribute, and otherwise exploit the Customer Content in connection with the performance of this Agreement.

4.3 THE FRIDGE may use tools, scripts, software and utilities (collectively, the “Tools”) to monitor and administer the Services. Data collected by the Tools (excluding production data) may be used to assist in managing THE FRIDGE’ product and service portfolio and for license management. Customer agrees that (a) except as expressly permitted under this Agreement, Customer may not access the Tools, and (b) Customer will not use or restore the Tools from any back-up or storage device at any time following termination of this Agreement. THE FRIDGE may compile statistical information related to the performance of the Services, and may make such information publicly available; provided, however, that such information shall be anonymized and shall not incorporate Customer Content or otherwise identify Customer’s Confidential Information, or include Customer’s name. THE FRIDGE retains all ownership and intellectual property rights associated with such anonymized data.

5. PAYMENT OF FEES

5.1 Customer will pay THE FRIDGE the fees for the Services calculated based on the Customer selected service configuration in accordance with the THE FRIDGE Payment Options & Terms and Pricing Calculator available at <http://synk.thefridge.tv/legal> based on Customer’s use of the Services during the Term measured by THE FRIDGE (“Service Fee”). To the extent applicable, Customer will pay THE FRIDGE for additional services purchased by Customer at the then-current price list of THE FRIDGE,

such as implementation fee or cloud storage fee (for cloud-based storage for archiving raw, pre- and or post-production data directly from the Services) (together with Service Fee, the "Fees"). All payments will be made in EURO, in the EU., and in accordance with the Payment Schedule available at <http://synk.thefridge.tv/legal> based on the Method of Payment elected by Customer.

5.2 If Customer fails to pay any Fees when due (including if Customer makes payment arrangements via credit card or other third party, and such third party refuses to honor THE FRIDGE's withdrawal request or charges), 10 days following such due date Customer shall be assessed a late fee equal to 5% of the outstanding balance or the maximum permitted by law, whichever is lower, plus all expenses of collection, including reasonable attorneys' fees. All payments shall first be applied to late fees, charges incurred by THE FRIDGE by reason of Customer's late or rejected payments, then to any past due Fees, and then to current Fees. Customer shall reimburse THE FRIDGE for reasonable expenses, including but not limited to travel and lodging expenses related to providing any on-site portion of the Services or any and all fees incurred as a result of a refused or rejected withdrawal or credit charge.

6. Indemnity

6.1 Customer shall defend, indemnify and hold harmless THE FRIDGE from and against any damages, losses, costs, liabilities or expenses (including without limitation costs and attorneys' fees), in connection with any claim or action that arises from or as a result of: (a) that any Customer Content or activities hereunder with respect to any Customer Content, may infringe or violate rights of a third party (including, without limitation, any assertion that Customer Content or the use thereof may infringe any copyright, trademark, or other intellectual property or other rights of any individual or entity, or is a misappropriation of any individual or entity's trade secret, or contains any libelous, defamatory, disparaging, pornographic, or obscene materials or use thereof caused death or bodily injury or damage to the real or tangible property of any third party); (b) any material breach of a representation, warranty or covenant of Customer under this Agreement or any failure to comply with applicable laws and regulations; or (c) Customer's use of Services. Although THE FRIDGE has no obligation to monitor the Customer Content or Customer's use of the Services, THE FRIDGE may do so and may remove any such Customer Content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

7. WARRANTY DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, SOFTWARE, AND THE FRIDGE CONFIDENTIAL INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS" WITH ALL FAULTS, WITHOUT ANY WARRANTIES OF ANY KIND. THE FRIDGE (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, NON-INFRINGEMENT, ERROR-FREE, NON-INTERRUPTION, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, LACK OF VIRUSES OR LACK OF NEGLIGENCE. NEITHER THE FRIDGE NOR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS MAKES ANY WARRANTY AGAINST LOSS OR INACCURACY OF DATA; NOR DOES IT MAKE ANY WARRANTY AS TO

ANY RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN DISCRETION AND RISK.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL THE FRIDGE (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE FRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF THE FRIDGE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO THE FRIDGE HEREUNDER IN THE SIX (6) MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. ANY DAMAGE IN CUSTOMER'S FAVOR AGAINST THE FRIDGE SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY CUSTOMER UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

9. FORCE MAJEURE

Neither party hereto shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Client's obligation to pay for the Services.

10. MISCELLANEOUS

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. This Agreement is not assignable, transferable or sublicensable by Customer except with THE FRIDGE's prior written consent. If Customer grants a security interest in any portion of the Services, the secured party has no right to use or transfer the Services, and if Customer elects to finance its acquisition of the Services, Customer shall follow THE FRIDGE policies regarding financing. THE FRIDGE may transfer and assign any of its rights and obligations under this Agreement with written notice to Customer. Both parties agree that 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, and that all

waivers must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind THE FRIDGE in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given as follows: (a) when delivered personally to the recipient's address as stated on this Agreement; or (b) when sent by fax or electronic mail, such notice is effective upon receipt provided that a duplicate copy of the notice is promptly given by first class mail, or the recipient delivers a written confirmation of receipt. This Agreement will be governed by the laws of Belgium, EU without regard to its conflict of laws provisions. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by THE FRIDGE. THE FRIDGE is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion and use Customer's names, marks, logos, and other identifiers in connection with advertising and promotional activities.

11. MISCELLANEOUS

All designated notifications address is:

The Fridge bvba
Chaussée de Gand 265
1081 Brussels
Belgium
info@synk.cloud