



Mikko Lintunen

EVENTZ PORTAL SOLUTIONS®

License Agreement

Confidential

Version 2.0 22.01.2019

WHITE LABEL PARTNER LICENSE AGREEMENT

SIGNATURE PAGE

This WHITE LABEL PARTNER LICENSE AGREEMENT ("Agreement") is made between:

(1) **EVENTZ INTERNATIONAL CORPORATION** (BI-Code:), a corporation validly organized and existing under the laws of England & Wales having its principal place of business at 32 Old Compton Street, W1D 4TP London, England including its Affiliates ("Eventz"), and

(2) **Company name (Business ID)**, a corporation validly organized and existing under the laws of **England and Wales** having its principal place of business at **ADDRESS** ("Partner"). The agreement will commence on the 16.01.2019

Background

- I. Eventz has developed a proprietary electronic platform that can be used to offer event and local business discovery services , local event feed solutions and other products ("**Products**"), and through which customers (the "**Customers**") can search, find and book such services or products (the "**Platform**").
- II. Partner wishes to license the Eventz Portal Solutions® for as an event calendar in their own brand names (the "**Portal**").

NOW, THEREFORE, the parties agree as in the Terms that follow this Signature Page (however with the amendments above), which the parties hereby confirm by executing this Agreement as of the date first written above:

Eventz International OY

By **NAME & ROLE**

CUSTOMER

By **NAME & ROLE**

TERMS

1 GRANT OF LICENSE

- 1.1 Subject to the terms and conditions of this Agreement Eventz International Oy hereby grants to Partner a limited, non-exclusive, non-transferable license to use the Platform during the Term, solely for the operation of the Portal (the "**License**").
- 1.2 The Portal shall be branded under Partner's name and shall be accessible to the public under a URL's designated by Partner.
- 1.3 Partner shall not (i) decompile or reverse engineer the Platform or otherwise attempt to obtain the source code for the Platform; (ii) sublicense or allow any other person to use the Platform, except pursuant to the normal operation of the Portal by the Partner; (iii) use the name or proprietary logo(s) of Eventz without Eventz prior written consent; (iv) use the Platform for any purpose other than the operation of the Portal; (v) use the Platform in a manner that interferes with the use of Platform by Eventz or its other partners; or (vi) without giving at least ninety (90) days' notice to Eventz, commence development of an electronic platform for the purpose of offering such electronic platform to other portals, in competition with the Platform.

2 SERVICES, RIGHTS AND OBLIGATIONS

- 2.1 Eventz shall provide the following services in connection with the creation and operation of the Portal (the "Services"):
- 2.2 Eventz shall offer Partner a management interface to customize the Platform with the Partner's name, logos, and other branding elements of Partner. However, such customization shall not include the addition of functionality or the incorporation of new software unless mutually agreed by Eventz and Partner. Eventz can use its own brand in moderate footnote stating "powered by Eventz International" or "powered by Eventz.to-day".
- 2.3 Eventz shall provide hosting for the Portal. Eventz has provided Partner with the technical specifications of its hosting services and shall notify Partner of any change in such technical specifications.
- 2.4 Eventz shall provide ongoing maintenance services to ensure that the Platform performs as in this Agreement agreed, here referred as technical maintenance services.
- 2.5 Eventz shall provide ongoing user support services if separately agreed to ensure to serve customer on Tier2 level service and support requests.
- 2.6 The parties shall mutually agree in writing from time to time, including custom software development to enhance the functionality of the Portal. These services are not free of charge
- 2.7 Eventz reserves right to modify the Platform and all software used at any time.
- 2.8 Unless specifically otherwise agreed the Partner shall during the validity of this Agreement manage its event creation and distribution only through the Portal.

3 LICENSE FEE AND COMMISSION

3.1 LICENSE MODEL

- 3.1.1 **User support** - Eventz agrees to provide Tier2 user support on admin, user and non-warranty related technical support 5 /Hrs per Month on a fixed price of 75£ per month billed annually (900£ / Year). Any additional work is billed at pre-approved rate of 75£ per hour on monthly basis. For avoidance of doubt no additional work is started unless pre-approved by customer. Email approval is deemed sufficient.
- 3.1.2 **Ongoing license fee** - The Parties have agreed on an ongoing annual fee of PRICE £ billed yearly upfront.
- 3.1.3 **Development & Design work** - Any additional services or work requested by customer is to be pre-approved by customer and billed separately. Eventz offers development and design work is 120£/hour. Prices are exclusive of VAT.

NOTE: We reserve the right to update prices.

- 3.1.4 **Payment Terms** – Eventz will invoice Customer a yearly fee paid no later than 30 days after signing this contract. Any additional services or work requested by customer is billed separately and invoiced monthly with 30 day payment terms.

4 FUNCTIONALITY OF PLATFORM

- 4.1 Eventz has demonstrated the Platform to Partner and delivered to Partner an electronic version of such demonstration and/or a list of sample screen shots (the “**Demonstration Version**”). At the time of delivery to Partner, the Platform will have substantially the same “look and feel,” features, and functionality of the Demonstration Version and no fewer features and no less functionality than the versions of the comparable product delivered to other partners of Eventz, except for features and functionality separately specified and purchased by other partners. Partner notes that features and functionalities differing from that delivered to other partners are subject to separate agreement and fees.
- 4.2 Following delivery of the Platform to Partner, Eventz shall incorporate into the Portal such additional features and functionality as Eventz makes available to its partners generally without charge. Eventz shall give Partner reasonable advance notice of such additional features and functionality if they are material to the operation of the Portal. Eventz may not materially change the “look and feel” of the Platform without the consent of Partner, which shall not be unreasonably withheld.
- 4.3 Eventz has provided Partner with the technical specifications of the Platform and Eventz own technology infrastructure (to the extent relevant to the operation of the Platform), including but not limited to security specifications. Should Eventz wish to make any material modification of such technical specifications it shall use reasonable efforts to notify Partner no less than ninety (90) days in advance.

5 DELIVERY OF PLATFORM

- 5.1 Eventz shall use reasonable commercial efforts to develop and deliver the customized Platform to Partner in accordance with the timetable set forth on a separate schedule. However, Partner understands that the ability of Eventz to follow this timetable depends on a number of factors beyond the control of Eventz, especially the timely cooperation of Partner and its employees. Eventz shall notify Partner when and if it believes the timetable should be shortened or extended.
- 5.2 Eventz shall notify Partner when Eventz believes the customized Platform is ready for use by Partner. Upon receipt of such notice, Partner shall have ten (10) days in which to test the Platform. If Partner believes there are defects in the Platform it shall so notify Eventz and the parties shall cooperate in fixing any such defects. Partner shall be deemed to have accepted the customized Platform (i) if it does not notify Eventz of defects within such ten (10) day period, (ii) when it notifies Eventz of such acceptance, or (iii) when it has used the customized Platform in commerce for thirty (30) days, whichever occurs first.

6 PARTNER’S OBLIGATIONS

- 6.1 Partner shall (i) provide Eventz with accurate and complete descriptions of its needs and business plans for the Portal, (ii) cooperate with Eventz in the development and installation of the customized Platform, (iii) use the Platform only in an operating environment (e.g., hardware and software) approved by Eventz, (iv) notify Eventz of any defects in the Platform, (v) give Eventz electronic access to the Platform to troubleshoot and correct any defects, (vi) install any software updates recommended by Eventz, and (vii) use reasonable commercial efforts to operate the Portal in accordance with all applicable laws and regulations, data protection and consumer protection laws.

7 RESPONSIBILITY FOR OPERATION OF PORTAL

- 7.1 The role of Eventz is to provide the Platform and the Services. The content in the Platform, i.e. information on the Products, is produced by Service Providers in accordance with the Service Provider agreements.

Eventz does not act as a fiduciary, business or legal advisor, or co-venturer. Eventz is not responsible for any information or content displayed on or transmitted through the Portal.

- 7.2 The Platform may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Eventz is not responsible for any delays, delivery failures, or other damage resulting from such problems. Eventz can therefore not warrant the continuous availability of the Platform.

However, Eventz shall, within five (5) working day of being notified of the non-availability, which is caused by the Eventz hosting services and/or the Platform, commence the troubleshooting and required technical correction measures to restore the Platform and/or hosting services.

8 SUSPENSION OF THE PLATFORM

- 8.1 Unless otherwise agreed in writing on installation, change or maintenance work of the Platform, the terms and conditions of this section 8.1 shall apply. Eventz shall have the right to suspend delivery of the Platform for a reasonable duration on working days (Monday to Friday) from 8 pm to 10 am (EET), on Saturdays, Sundays and official holidays if this is necessary in order to perform installation, change or maintenance work in respect of the Platform and such installation, change or maintenance work cannot be performed at a reasonable cost without suspension of the Platform. If Eventz suspends delivery of the Platform for a reason specified in this section 8.1, Eventz shall (a) inform Partner of the suspension of the Platform and the duration of the suspension in good time in advance; (b) strive to minimize any inconvenience resulting from the suspension.
- 8.2 Eventz shall have the right to suspend delivery of the Platform due to installation, change or maintenance work of general communications network or due to a severe data security risk related to the Platform or if required by law or regulation by authorities or due to a force majeure event. If Eventz suspends delivery of the Platform for a reason specified in this section 8.2, Eventz shall inform Partner of the suspension and the duration of the suspension in good time in advance or, if this is not reasonably possible, without delay after Eventz has become aware of such matter.
- 8.3 Eventz shall have the right to prevent Partner's access to the Platform without first consulting Partner, if Eventz justifiably suspects that Partner burdens or uses the Platform in a manner that jeopardizes the delivery of the Platform to other users. Eventz shall without undue delay inform Partner of the reasons for such prevention. If Partner demonstrates that it has used the Platform in conformity with the Agreement, Eventz shall be responsible for compensating the Partner any possible failure to meet the agreed service level in accordance with the Agreement.

9 WARRANTIES

- 9.1 Each Party warrants for the duration of this Agreement that it has full power and authority to enter into and perform its obligations under this Agreement, and that it has all licenses, authorizations, consents, permissions and permits necessary for it to perform its obligations under this Agreement.
- 9.2 Eventz warrants that the Platform will perform substantially as demonstrated in the Demonstration Version and will be free of material errors or defects, and that all Services will be performed in a good and workmanlike manner. In the event Partner believes that Eventz is in violation of this limited performance warranty, Partner shall notify Eventz and Eventz shall use reasonable commercial efforts to correct any error or defect.
- 9.3 Eventz warrants that Partner's use of the Platform as anticipated by this Agreement will not infringe on the rights of any third party. If a claim is made that Partner's use of the Platform infringes on the rights of a third party then Eventz will, at its sole expense and as Partner's sole remedy, defend against such claim and pay any final judgment against Partner, provided that Partner promptly notifies Eventz of any such claim in writing and Eventz is given sole control over the defense and settlement of such claim. Eventz may, without the knowledge or consent of Partner, agree to any resolution of the dispute that does not require on the

part of Partner a payment or an admission of wrongdoing. Without limiting the preceding sentence, Eventz may (i) seek to obtain through negotiation the right of Partner to continue using the Platform; (ii) rework the Platform so as to make it non-infringing; or (iii) replace the Platform, as long as the reworked or replacement Platform does not result in a material adverse change in the "look and feel" or operational characteristics of the Platform. If none of these alternatives is reasonably available in Eventz's sole discretion, Eventz may terminate this Agreement.

- 9.4 The foregoing warranty shall not apply to infringement caused by (i) Partner's modification or use of the Platform other than as contemplated by the Agreement; (ii) Partner's failure to use corrections or enhancements made available by Eventz to the extent that such corrections or enhancements would make the Platform non-infringing; or (iii) information, specification or materials provided by Partner or third party acting for Partner.
- 9.5 Eventz shall use commercially reasonable efforts to conduct its business, and develop the Platform, in compliance with all applicable laws, rules and regulations.
- 9.6 Except for the warranties set forth in sections 9.2- 9.5, the platform, including any accompanying manuals and other materials, and the services, are provided by Eventz "as is," without warranty of any kind, including the implied warranties of merchantability, fitness for a particular purpose, title, or any warranty that the Platform will be error-free or operate without interruption, or that the platform will meet Partner's requirements, and any warranties implied by law, by the course of dealing between the parties, or otherwise, are hereby excluded to the fullest extent permitted by law.

10 INDEMNIFICATION BY PARTNER

- 10.1 Partner will indemnify and hold harmless Eventz, its licensors, service providers, and their respective affiliates, managers, agents and employees, from and against all losses, costs, and expenses, including reasonable attorneys' fee, from third party claims arising from Partner's operation of the Portal, except for claims arising from the wrongful acts or omissions of Eventz.
- 10.2 Eventz will promptly notify Partner of any claim for which it believes it is entitled to indemnification under the preceding paragraph. Partner may, but shall not be required to, assume control of the defense and settlement of such claim provided that (i) such defense and settlement shall be at the sole cost and expense of Partner (ii) Partner shall be permitted to control the defense of the claim only if Partner is financially capable of such defense and engages the services of a qualified attorney, each in the reasonable judgment of the indemnified Party; (iii) Partner shall not thereafter withdraw from control of such defense and settlement without giving reasonable advance notice to Eventz; (iv) Eventz shall be entitled to participate in, but not control, such defense and settlement at its own cost and expense; (v) before entering into any settlement of the claim, Partner shall be required to obtain the prior written approval of Eventz, which shall be not unreasonably withheld; and (vi) Partner will not enter into any settlement of any such claim without the prior written consent of Eventz unless Partner agrees to be liable for any amounts to be paid to the third party pursuant to such settlement and is financially able to do so.

11 LIABILITY

- 11.1 To the fullest extent permissible by law, Eventz shall not be liable to the Partner under any circumstances (even if this Agreement is terminated) for any consequential or indirect damages (including without limitation

loss of profit, revenue, business opportunity or business advantage), even if advised of the possibility of such damages.

- 11.2 For clarity, Eventz will have no liability to the Partner or any other person for any acts or omissions of a Customer.

12 CONFIDENTIALITY

- 12.1 Each party undertakes that it will not at any time disclose to any third party any confidential information concerning the business, affairs, clients, customers or suppliers of the other party or of any member of the group of companies to which the other party belongs (including but not limited to (i) financial information, (ii) business and marketing plans, (iii) the names of employees and owners, (iv) the names and other personally-identifiable information of users of the Portal, (v) security codes, and (vi) all documentation provided by Eventz), except as permitted by the following section.
- 12.2 Each party may disclose the other party's confidential information: a) to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement; and b) as may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

For purposes of this Agreement, the term "confidential information" shall not include (i) information already known or independently developed by the recipient without the use of any confidential and proprietary information, or (ii) information known to the public through no wrongful act of the recipient.

- 12.3 No party will use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

13 BACKUPS

- 13.1 Unless otherwise agreed in writing, Eventz is responsible for taking backups of the Partner material stored in relation to the Platform, for checking the functionality of the backups and for ensuring that Partner material can be recovered from the backups. Eventz is responsible for taking backups of the Partner material stored in relation to the Platform from the date of deployment of the Platform by Partner.
- 13.2 If Eventz is responsible for taking back-ups and, unless otherwise agreed, Eventz shall be responsible for taking back-ups at least once during Eventz's normal working day or at times notified by Eventz to Partner in advance, and for maintaining the backups in a suitable manner in conformity with the practice notified by Eventz to Partner in advance. In all other respects Partner shall be responsible for taking backups regarding the Partner material. The obligations specified in this section 13.2 may also be fulfilled by technical means other than taking backups if this results in the same outcome.
- 13.3 If the Partner material stored in relation to the Platform is destroyed, lost, altered or damaged while Partner has used Partner's identifier or if the Partner has otherwise by its own action caused the destruction, loss or alteration of, or damage to, the Partner material stored in relation to the Platform, Eventz shall have the right to charge for the recovery of such material on the agreed pricing principles.

14 DATA SECURITY AND DATA PROTECTION

- 14.1 Each party is responsible for the data security of its own data system and communications network. Neither party is responsible for the data security of the general communications network or any disturbance in the

general communications network or for any other impediment affecting the use of the Platform beyond its control nor for damage resulting thereof.

- 14.2 A party shall be entitled to undertake necessary measures in order to prevent data security breaches and to remove disturbances affecting data security. Such measures may include, for example, prevention of message transmission or reception or removal of malicious software that poses a threat to data security from messages. Any measures implemented by a party shall be commensurate with the seriousness of the disturbance being combated and must be immediately discontinued if the grounds for them no longer exist.
- 14.3 Eventz is entitled to process personal data of Customers only in accordance with the Agreement and any instructions given by Partner in writing. Eventz shall process personal data in compliance with good processing practice required by law and the provisions on data protection. Eventz shall implement the agreed technical and organizational measures. Partner is the data controller of the personal data of Customers in accordance with the Finnish Personal Data Act.

15 MANAGEMENT OF DATA SECURITY BREACHES

- 15.1 A party shall notify the other party without undue delay of any significant data security risks and data security breaches, actual or suspected, detected by such party, that pose a threat to the Platform or its use.
- 15.2 A party shall, for its part, take immediate action in order to eliminate or reduce the effect of any data security breach.
- 15.3 A party shall be responsible for contributing in the investigation of data security breaches.

16 TERM AND TERMINATION

- 16.1 The initial term of this Agreement shall be for one [1] year ("Fixed Period"), after which this Agreement shall remain in force until further notice (together, the "Term").
- 16.2 This Agreement can be terminated to end at the end of the Fixed Period by either party by giving a written notice of termination at the latest three (3) months before the expiry of the Fixed Period or pursuant to other provisions of this Agreement specifically providing for termination.
- 16.3 After the Fixed Period this Agreement can be terminated by either party by giving a three (3) months' written notice of termination or pursuant to other provisions of this Agreement specifically providing for termination.
- 16.4 This Agreement may be terminated at any time if either party fails to perform any of its material obligations hereunder, and such failure continues for thirty (30) days following written notice from the non-breaching party. For these purposes (i) any obligation of Partner to pay any amount to Eventz shall be treated as a material obligation, and (ii) if Partner fails to make a required payment by the due date on more than three (3) occasions during any period of twelve (12) months, Eventz may (but shall not be required to) terminate this Agreement without giving written notice of such failure or any additional failure.

17 EFFECT OF TERMINATION

- 17.1 Termination of this Agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 17.2 Upon any termination of this Agreement, the License shall terminate and Partner shall have no further rights in or to the Platform. Provided that Partner has paid all amounts due and otherwise complied with all of its material obligations under this Agreement, Eventz shall reasonably contribute in the transition of Partner material in the possession of Eventz (if any) to a party designated by Partner. Unless otherwise agreed in writing, the obligation to contribute ends after three (3) months from the expiration or termination of this

Agreement. The agreed pricing principles shall apply to services relating to the obligation of Eventz to contribute to the transfer.

18 OWNERSHIP OF INTELLECTUAL PROPERTY, PARTNER MATERIAL

- 18.1 Eventz is the exclusive owner of the Platform and all of the intellectual property rights associated with the Platform, including software and copyrights, even if Eventz incorporates into the Platform suggestions made by Partner.
- 18.2 Partner is the exclusive owner of its name, logo(s), trademarks, URLs, and other intellectual property displayed on the Portal.
- 18.3 Eventz may collect, use, store, and sell data concerning the operation of the Portal provided that such data does not (and cannot be used to) reveal the identity of Customer or any user of the Portal.
- 18.4 Eventz may, but shall not be required, to advertise that Partner uses the Platform.

19 MISCELLANEOUS

- 19.1 Nothing in this Agreement is intended to, or will be deemed to, establish any partnership or joint venture between any of the parties, or constitute any party the agent of another party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 19.2 This Agreement, consisting of the Terms and when applicable Signature Page, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. In the relationship between Eventz and Partner, in case of conflict, the Signature Page prevails over the Terms.
- 19.3 Each party acknowledges that in entering into this Agreement it does not rely on, and will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 19.4 Nothing in this Agreement will limit or exclude any liability for fraud.
- 19.5 Eventz may amend any term of this Agreement from time to time on three (3) months' written notice. If Eventz exercises its right to amend, Partner may terminate this Agreement to end at the time when the amendment would be applicable.
- 19.6 Any notice given to a party under or in connection with this Agreement can be sent in written to the address of the registered office of the party or by email to the email address provided by the party.
- 19.7 Neither Eventz nor Partner may assign its rights or obligations under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, a party may assign its interest in this Agreement to a person acquiring (by sale, merger, reorganization, or otherwise) substantially all of the transferor's assets or business, provided that (i) the transferee agrees to assume and perform all obligations of the transferor for periods following the transfer, (ii) the transferor remains liable for all obligations prior to the transfer, and (iii) in the case of a transfer by Partner the transferee shall not be engaged in the business of developing, marketing, or supporting an electronic platform in competition with the Platform.
- 19.8 Neither party shall be entitled to recover damages or terminate this Agreement by virtue of any delay or default in performance by the other party (other than a delay or default in the payment of money) if such delay or default is caused by Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable

control of the party whose performance is affected; provided that the party experiencing the difficulty shall give the other prompt written notice following the occurrence of the cause relied upon, explaining the cause and its effect in reasonable detail. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

19.9 GDPR related instructions and processes are enclosed as Annex 1. and require a separate signing.

20 WAIVER AND SEVERANCE

20.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause will not affect the validity and enforceability of the rest of this Agreement.

21 THIRD PARTY RIGHTS

No one other than a party to this Agreement, their successors and permitted assignees, will have any right to enforce any of its terms.

22 GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales, excluding its choice of law rules.

23 JURISDICTION

Nothing in this clause will limit the right of Eventz to take proceedings against the Partner in any other court of competent jurisdiction, nor will the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.