



# socialtables

## SOCIAL TABLES PLATFORM ACCESS TERMS AND CONDITIONS

This Agreement sets forth the terms and conditions pursuant to which the Customer has the right to access and use the Social Tables Platform, and is effective as of the date the last of both party's authorized representatives sign the Order, whether or not through an electronic "signature," including through use of Social Tables' electronic contract acceptance process, or the "Effective Date" if otherwise specified.

### 1. DEFINITIONS.

In addition to those terms defined elsewhere in this Agreement, the following capitalized terms when used in this Agreement shall have the following meaning:

a. **"Agreement"** means the agreement between Social Tables and the Customer regarding the provision of the Social Tables Platform, consisting of these terms and conditions and the applicable Order and no other document.

b. **"Customer"** means the party identified as the "Subscriber" on the Order referencing this Agreement or attached to this Agreement.

c. **"Customer Data"** means all data and content uploaded by the Customer to and stored on Social Tables' servers as well as all data and content uploaded by Social Tables as part of the service integration and customization, including all Floor Plans.

d. **"Floor Plans"** means all renderings of a physical space uploaded to the Customer's instance of the Social Tables Platform in a system supported format (e.g., a PDF, image file, acceptable CAD file or Social Tables' proprietary .FPC2 (or later) data file), but excluding Social Tables' proprietary data structure for storing and representing such Floor Plans.

e. **"Order"** refers to the Social Tables' quote executed (either electronically or by physical signature) by Customer in a timely fashion that identifies the Customer and the variable terms of this Agreement, including the start and end date of the Initial Term, the name of Customer and the property(ies) using the Social Tables Platform (consisting of the products identified in the Order), the fees, and the number of authorized users or a statement that it is an "Unlimited License" if there are no limits on the number of authorized users as well as the number of properties or a statement that it is an "Unlimited Properties" if there are no limits on the number of properties to be included in Customer's instance of the Social Tables Platform.

f. **"Social Tables Platform"** means the basic cloud-based event diagramming platform provided by Social Tables, as well as any add-on, optional or enhanced cloud-based products that Social Tables offers as add-ons to the basic platform that are expressly listed on the Order (if any).

### 2. SOCIAL TABLES PLATFORM

a. **Social Tables Platform.** Customer's right to access and use the Social Tables Platform commences on the "**Start Date**," which is the later of the date specified in the Order or the date an access code for the Social Tables Platform is first provided to Customer. Social Tables will provide to Customer access to the Social Tables Platform promptly after receipt from Customer of the necessary details of the initial user associated with the account. This access shall include licenses for the number of users as described on the Order (either a fixed number of users or an unlimited number of users). Social Tables reserves the right to change, improve and/or update the Social Tables Platform from time to time in its sole discretion, and to provide such changes, improvements and/or updates to Customer at no additional cost so long as it is not a feature or functionality that Social Tables offers to its other customers as a separate product at an additional charge.

i. The Social Tables Platform will be available 24 hours/day, 7 days/week, during the term of this Agreement, except that the Social Tables Platform will be unavailable for up to 3 hours a month for routine maintenance.

ii. Social Tables shall endeavor to maintain Social Tables Platform availability during any given month with regard to the Social Tables Platform at 99.9% (excluding scheduled downtime). Social Tables Platform availability may be observed at [trust.socialtables.com](http://trust.socialtables.com).

b. **User Limits.** Customer has the ability to set up and change user accounts. Customer agrees that each user account shall be assigned to, and Customer shall cause it to be used exclusively by, a single individual (e.g., no creation of generic or shared user accounts). Except when provided otherwise on an Order, users are limited to employees of Customer and independent contractors acting as temporary employees (e.g., no granting user accounts to independent contractors that would use such accounts outside of the work they are performing on behalf of Customer). Where an Order specifies a limited number of users, Customer may re-assign a user account where the person initially assigned such account has left the employ of Customer or changed job assignments to a new job where use of the Social Tables Platform is not part of such job responsibilities. However, Customer shall not reassign such user account as a means of sharing use of the Social Tables Platform within Customer's operations, rather, Customer shall purchase additional users as required.

### 3. FEES AND EXPENSES

a. **Fees.** Customer shall pay all fees or charges specified on the initial Order of this Agreement within thirty (30) days unless specified otherwise on the Order of this Agreement. Unless provided otherwise therein all payment obligations are non-cancelable and all amounts paid are nonrefundable. All pricing terms are confidential, and Customer agrees not to disclose them to any third party.

b. **Expenses.** If Customer has purchased onsite training or other onsite service and personnel from Social Tables travel outside of their home city to meet with Customer, upon Customer's prior approval and

subject to any expense guidelines of Customer, Customer shall reimburse Social Tables for actual, reasonable travel and out-of-pocket expenses incurred for such travel thirty (30) days from invoice date. All expenses must be pre-approved by Customer.

c. Acknowledgment. Customer acknowledges and agrees that the level of the Fees under this Agreement have been set based on the application of the limitations described in Sections 9(a) and 9(b) below, and that Social Tables relied upon the inclusion of such limitations in considering entering into this Agreement and establishing its prices as set forth in the Order.

d. Overdue Payments. In addition to any other remedies available to Social Tables hereunder, if Customer fails to pay any amounts when due, Customer shall pay Social Tables a late payment charge equal to 1.5% per month (or the highest rate permitted by law, if lower), together with all costs and expenses, including reasonable attorneys' fees, incurred by Social Tables in collecting such overdue amounts. In addition, without limiting its rights or remedies, Social Tables may suspend access to the platform until such amounts are paid in full.

e. Taxes. The fees are exclusive of all federal, state, local and foreign taxes, levies and assessments, excluding any tax based on Social Tables' net income. Taxes will not be invoiced to Customer if it provides to Social Tables evidence of a valid tax exemption.

#### 4. TERM AND TERMINATION

a. Term. The initial term for provision of the Social Tables Platform shall be the time period specified in the Order, or if no such term is stated, then for a period of one (1) year, in either case commencing on the Start Date (the "**Initial Term**").

b. Renewal. Social Tables will deliver to Customer a renewal Order for the applicable fees during the Renewal Term in advance of the end of the then-current Term. Customer promptly shall advise Social Tables if it does not desire for the Agreement to renew. This Agreement will renew if: (i) Customer elects to pay a subsequent invoice for the Social Tables Platform, or (ii) Customer continues to use the Social Tables Platform past the then-current Term, in either case for a one-year period (either of (i) or (ii) are each referred to as a "**Renewal Term**" and together with the "Initial Term," referred to herein as the "**Term**"). However, either party may terminate this Agreement upon delivering written notice to the other party immediately upon delivery of such notice during any Renewal Term if the fees identified in the renewal Order have not yet been paid.

c. Termination of this Agreement.

i. Either party may terminate the Agreement if the other party materially breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice.

ii. Either party may terminate this Agreement if the other party (1) terminates or suspends its business activities, (2) becomes insolvent, admits in writing its inability to pay debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to control of a trustee, receiver or similar authority, or (3) becomes subject to any bankruptcy or insolvency proceeding, or proceeding involving the protection of or from its creditors, that is not dismissed within sixty (60) days.

d. Effects of Termination. Each party's obligations under Sections 6 and 9 of this Agreement shall survive termination or expiration of the Agreement. Termination shall be in addition to, and shall not prejudice, each party's remedies at law or in equity.

#### 5. RESTRICTION OR SUSPENSION.

a. Suspension. Social Tables reserves the right to suspend Customer access to the Social Tables Platform if, (i) Customer is delinquent in payment by more than thirty (30) days or (ii) in Social Tables' sole judgment, an immediate restriction or suspension is necessary to protect the Social Tables Platform, Social Tables' network or Social Tables' ability to provide the Social Tables Platform to its other customers. Additionally, Social Tables may suspend user accounts up to the number of users in excess of those permitted under the Order if Social Tables has reason to believe the user number has been exceeded. Social Tables shall promptly restore access when the reason for such suspension is resolved.

b. Data Retention. Social Tables reserves the right to impose a reconnection fee, not to exceed \$500, in the event Customer is suspended for a reason caused by Customer and thereafter Customer requests renewed access to the Social Tables Platform. Customer acknowledges and agrees that Social Tables has no obligation to retain Customer Data when an account is suspended or after expiration or termination of this Agreement, and that such Customer Data may be irretrievably deleted if Customer account is thirty (30) days or more delinquent.

#### 6. LICENSES, OWNERSHIP, AND RESERVATION OF RIGHTS.

a. Ownership of Intellectual Property. Each party retains any and all pre-existing right, title and interest in and to its website/s, Marks (defined below), intellectual property, Customer Data (in the case of Customer), the Social Tables Platform (in the case of Social Tables), and all modules and components thereof, including Social Tables' proprietary Floor Plan data format and all data created by Social Tables in such format. Customer understands and acknowledges that Social Tables retains ownership of all intellectual property rights in and to the Social Tables Platform and all methodologies, techniques, processes and the like embodied therein or used to create any changes to the Social Tables Platform during the Term, whether or not proposed by Customer, and Social Tables may use and provide any such changes in the course of other engagements for its other customers. This Agreement shall not be construed in any manner as transferring any rights of ownership to any intellectual property owned by a party to the other. Under no circumstances shall this Agreement be construed as granting, by implication, estoppel or otherwise, a license to any intellectual or other property or components thereof other than as specifically granted in this Agreement.

b. Use of Social Tables Platform. Social Tables hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, worldwide (except where prohibited or restricted by applicable law) right to access and use the Social Tables Platform solely for the purposes described in this Agreement. Customer's use of the Social Tables Platform (i.e., logon access to the Social Tables Platform and not use of any printed event plans generated by the Social Tables Platform) is limited to employees of Customer, including independent contractors acting as temporary employees, but excludes any other service providers or independent contractors, particularly those that facilitate or otherwise participate in the events whom are required to acquire their own access to the Social Tables Platform. Further limitations on how Customer may use the Social Tables Platform may be outlined in the Order. All rights not expressly granted to Customer are reserved by Social Tables and its licensors. Except as expressly permitted by Social Tables, Customer shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Social Tables Platform in any way; (ii) reverse engineer, decompile, modify, translate, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon Customer's access to or usage of the Social Tables Platform; (iii) rent, lease or otherwise transfer rights to any aspect of the Social Tables Platform; or (iv) take any act to remove, obscure, interfere with or modify the presentation or functionality of any aspect of the Social Tables Platform. Customer further agrees that, upon termination or expiration of this Agreement, Customer shall no longer have the right to use the Social Tables Platform. This license shall terminate automatically upon the termination or expiration of this Agreement.

c. Use of Marks. Subject to the terms and conditions of this Agreement, each party grants to the other a non-transferable (except as provided herein), non-exclusive, royalty-free right to reproduce and display the other party's logos, trademarks, trade names and other similar identifying material (the "**Marks**") solely for the purposes described herein and in accordance with the owner's established usage policies and procedures, as may be modified from time to time in the owner's sole discretion and as supplied to the other party. In connection with such licenses, each party shall have the unilateral right to establish such quality standards and additional terms and conditions as such party deems necessary to reasonably protect its Marks. All use of a party's Marks by the other shall inure solely to the benefit of the party that owns the Marks. This license and all sublicenses thereto shall terminate automatically upon the termination or expiration of this Agreement.

d. Customer Identification. Customer agrees that Social Tables may identify Customer as a user of Social Tables products and may use Customer's name and logo in Social Tables' customer list, press releases, blog posts, advertisements, and website.

e. Customer Story. Customer agrees to participate in the following co-marketing activities: press release (upon launch or other agreed-upon milestone), case study and video testimonial. Customer also agrees to consider Social Tables' – sponsored and industry webinar and speaking engagements as may be invited by Social Tables – the participation, timing and content of which to be mutually agreed upon between the Parties.

f. License to Customer Data.

i. Customer hereby grants Social Tables a non-transferable (except as provided herein), royalty-free (except as provided herein), non-exclusive, worldwide license to display, transmit, distribute, copy, store and/or reproduce the Customer Data on or through the Social Tables Platform. Additionally, Social Tables may use, display, transmit, distribute, copy, store, provision into and/or reproduce the Floor Plans as part of the Social Tables Platform as well as in other Social Tables' products during and after the Term until promptly after such time as Customer requests in writing that Social Tables cease such activities with respect to any Floor Plan identified in such writing.

ii. Customer hereby acknowledges that Social Tables may gather aggregated statistics from data created, collected or stored within the Social Tables Platform in a manner that is anonymized and cannot be identified back to Customer or any particular person or any particular Customer property or Customer event, for disclosure and/or sale in such aggregated, anonymized form to users of such statistics.

iii. Customer shall indemnify, defend and hold Social Tables, its affiliates, and their respective officers, directors, employees, agents and advisors, harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees) that are or may be sustained or incurred by an indemnified party as a result of any asserted claim or claims that the Customer Data infringes or misappropriates the intellectual property right of any person or entity.

**7. CUSTOMER'S RESPONSIBILITIES.** Customer is legally and financially responsible for all activity occurring under Customer accounts. Customer shall notify Social Tables immediately of any unauthorized use of any password or account.

## **8. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

a. Corporate. Each party represents and warrants to the other that (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or organization, (ii) it has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder; (iii) it is duly authorized to execute and

deliver this Agreement and duly authorized to perform the obligations hereunder; (iv) this Agreement is a legal and valid obligation of such party, binding and enforceable in accordance with its terms, (v) the execution, delivery and performance of this Agreement does not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law, regulation or order of any court, governmental body or administrative or other agency having jurisdiction over it.

b. No Infringement. Social Tables represents to Customer that Social Tables, to its knowledge, either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to grant the licenses granted by Social Tables under this Agreement for the duration of the Term. Customer represents to Social Tables that Customer either owns fully and outright or otherwise possesses and has obtained all rights, approvals, licenses, consents and permissions as are necessary to perform Customer's obligations hereunder and to grant the licenses granted by Customer under this Agreement for the duration of the Term.

c. Representations About Customer Data. Customer represents and warrants to Social Tables that the Customer Data and the use, distribution or publication of the Customer Data, including through the Social Tables Platform, directly or indirectly, does not, and shall not, infringe or misappropriate any third party's rights in or to such Customer Data, nor shall doing so violate any right of any person, including any right acquired under a privacy policy or similar agreement.

## **9. DISCLAIMERS.**

a. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE SOCIAL TABLES PLATFORM IS PROVIDED "AS IS," AND NEITHER SOCIAL TABLES NOR ANY OF ITS PROVIDERS, LICENSORS, OFFICERS, EMPLOYEES, OR AGENTS MAKES ANY WARRANTY, CONDITION OR GUARANTEE WITH RESPECT TO THE SOCIAL TABLES PLATFORM OR AS TO THE RESULTS TO BE OBTAINED FROM THE USE OF THE SOCIAL TABLES PLATFORM, UNDER THIS AGREEMENT OR OTHERWISE. THE PURCHASE OF ACCESS TO AND USE OF THE SOCIAL TABLES PLATFORM IS MADE WITH KNOWLEDGE OF THIS WARRANTY LIMITATION. SOCIAL TABLES EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SOCIAL TABLES DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR UNAUTHORIZED USE OR MISUSE OF THE SOCIAL TABLES PLATFORM.

b. WITHOUT PREJUDICE TO OR LIMITING OF SOCIAL TABLES' RIGHT TO RECEIVE PAYMENT FOR ACCESS TO AND USE OF THE SOCIAL TABLES PLATFORM, SOCIAL TABLES' ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THIS AGREEMENT AND ALL OTHERS BETWEEN CUSTOMER AND SOCIAL TABLES, AND THE PROVISION BY SOCIAL TABLES OF FACILITIES, TRANSMISSION, DATA, SOCIAL TABLES PLATFORM OR EQUIPMENT INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL/PERSONAL PROPERTY, SHALL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS (\$10,000.00), OR (ii) THE FEES PAID TO SOCIAL TABLES HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

c. CUSTOMER RECOGNIZES THAT THE INTERNET CONSISTS OF MULTIPLE PARTICIPATING NETWORKS THAT ARE SEPARATELY OWNED AND NOT SUBJECT TO SOCIAL TABLES' CONTROL. CUSTOMER AGREES THAT SOCIAL TABLES SHALL NOT BE LIABLE FOR DAMAGES INCURRED OR SUMS PAID WHEN THE SOCIAL

TABLES PLATFORM IS TEMPORARILY OR PERMANENTLY UNAVAILABLE DUE TO MALFUNCTION OF, OR CESSATION OF, INTERNET SERVICES BY NETWORK(S) OR INTERNET SERVICE PROVIDERS NOT SUBJECT TO SOCIAL TABLES' CONTROL, OR FOR TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF CUSTOMER INFORMATION CARRIED ON SUCH NETWORKS OR INTERNET SERVICE PROVIDERS OR AS A RESULT OF THE DISCONNECTION FROM OR UNAVAILABILITY OF ANY NETWORK.

d. CUSTOMER ACKNOWLEDGES THAT THE SOCIAL TABLES PLATFORM RELIES ON BLUEPRINTS THAT ARE PROVIDED BY CUSTOMER OR THAT MAY BE CREATED BY SOCIAL TABLES, AND THAT THE SOCIAL TABLES PLATFORM MATHEMATICALLY EXTRAPOLATES DATA DETERMINED FROM SUCH BLUEPRINTS, AND UNDERSTANDS THAT SUCH BLUEPRINTS AND DATA MAY CONTAIN ERRORS OR INACCURACIES, AND THAT SUCH DATA WHEN USED BY THE SOCIAL TABLES PLATFORM MAY PERMIT CONFIGURATIONS THAT VIOLATE THE LAWS, RULES OR REGULATIONS OF THE JURISDICTION IN WHICH THE FACILITY REPRESENTED IN SUCH BLUEPRINT IS LOCATED (WHETHER BY OVERRIDE BY CUSTOMER OR BY FUNCTION OF THE SOCIAL TABLES PLATFORM). CONSEQUENTLY, CUSTOMER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ENSURING THAT THE PLANS GENERATED BY THE SOCIAL TABLES PLATFORM ARE SUITABLE FOR THE CONTEMPLATED EVENT AND WILL IN PRACTICE ACTUALLY PERMIT THE USE OF THE SPACE CONTEMPLATED IN SUCH PLAN AND THAT SUCH PLAN COMPLIES WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE IN THE LOCAL JURISDICTION FOR WHICH THE PLAN HAS BEEN CREATED.

e. NEITHER SOCIAL TABLES NOR ANYONE ELSE INVOLVED IN CREATING, PRODUCING, DELIVERING (INCLUDING SUSPENDING OR DISCONTINUING SOCIAL TABLES PLATFORM) OR SUPPORTING THE SOCIAL TABLES PLATFORM SHALL BE LIABLE TO CUSTOMER, ANY REPRESENTATIVE, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SOCIAL TABLES PLATFORM OR INABILITY TO USE THE SOCIAL TABLES PLATFORM, INCLUDING, WITHOUT LIMITATION, LOST REVENUE, LOST PROFITS, LOSS OF TECHNOLOGY OR OTHER RIGHTS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

## 10. MISCELLANEOUS.

a. No Agency. Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the parties.

b. Entire Agreement. This Agreement constitutes the entire agreement between Social Tables and Customer with respect to the subject matter hereof and supersedes and terminates any prior agreements or understandings relating to such subject matter. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of Social Tables and Customer.

c. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

d. Notices. Any notice by a party under this Agreement shall be in writing and either personally delivered or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested or email, addressed to the other party at the address specified in the Order or such other address of which either party may from time to time notify the other in accordance with this

Section. All notices shall be in English and shall be deemed effective on the date of personal delivery or email sent, one day after deposit with an overnight courier, or five days after deposit in the mail.

e. Assignment; Change in Control. This Agreement may not be assigned by Customer without the prior written approval of Social Tables but may be assigned without Social Tables consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of Customer that results or would result in a direct competitor of Social Tables directly or indirectly owning or controlling 50% or more of Customer shall entitle Social Tables to terminate this Agreement immediately upon written notice to Customer.

f. Governing Law. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the conflict of law provisions thereof.

g. Dispute Resolution. In the event of any problem, claim, or dispute arising from this Agreement, the aggrieved party shall promptly notify the other party of the existence of the problem, claim, or dispute, and such party shall promptly undertake all reasonable efforts to resolve the matter within thirty (30) calendar days of such notice. If such efforts are not successful, senior executives of each of the parties shall meet promptly thereafter to resolve the matter amicably, and each party shall exert its reasonable best efforts toward this solution. If the matter cannot be resolved through this process, then (i) if Customer is an entity organized in a United States state, commonwealth or territory or other governmental authority under the control of the United States (where organized excludes foreign entities merely licensed or otherwise authorized to do business in a United States jurisdiction), the parties hereby consent to the jurisdiction of the state and federal courts located in the State of Delaware and a claim may be brought therein or in any other state or federal court of competent jurisdiction in the United States; or (ii) otherwise, the parties shall submit the matter to binding arbitration, in accordance with the commercial arbitration rules (the "Rules") of the American Arbitration Association. Such arbitration shall be held in the District of Columbia, Washington, DC, in the United States of America and shall utilize a single arbitrator selected by the AAA in accordance with the Rules. Each party shall bear one-half of the costs of the arbitration. Judgment upon the award rendered by the arbitrator shall be final and non-appealable and may be entered in any court having jurisdiction thereof. Nothing in this Section shall preclude either party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any dispute resolution procedure in accordance with this Section if necessary to protect the interests of such party or to preserve the status quo pending the resolution of such dispute.

h. No Waiver. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such party.

i. Survival. All terms of this Agreement which by their nature extend beyond their termination shall remain in effect until fulfilled and apply to respective successors and assigns.

j. Headings. The section headings and subheadings contained in this Agreement are included for convenience only, and shall not limit or otherwise affect the terms of this Agreement.

k. Force Majeure. In no event shall either party be liable to the other for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the reasonable control of said party,

including, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any State, territory or political subdivision thereof or of the District of Columbia, acts of other governments, fires, storms, floods, epidemics, quarantine restrictions, labor disputes, strikes, freight embargoes, failures or delays in transportation or communications, equipment failures and similar occurrences (collectively, "**Force Majeure**"). If there is any such delay, then the periods for completion of the obligations of the party(ies) affected by such event shall be automatically extended by an equitable period of time based on the duration and effect of such Force Majeure.

l. Non-Solicitation. During the term and for a period of one year thereafter, Customer agrees that it will not solicit for hire, on behalf of Customer or any other organization, any personnel of Social Tables with whom Customer has had any contact pursuant to the relationship established under this Agreement. Customer shall pay to Social Tables the higher of six months' compensation last paid or proposed to be paid to the hired personnel as Social Tables' sole and exclusive remedy for Customer hiring any such personnel in breach of this Section.

m. Electronic Signatures. Each party agrees that the electronic "signatures," whether digital or encrypted, of the parties included in this Agreement, including secured through the Social Tables' electronic acceptance process, are intended to authenticate this writing and to have the same force and effect as manual signatures.

n. Purchase Orders and Other Agreements. Social Tables may receive and sign or otherwise execute purchase orders or similar documents from Customer contemporaneously with or after the execution of this Agreement (including subsequent such documents provided in connection with accepting a Renewal Term), and the parties agree that the sole purpose of such documents is for Customer's internal payment processes and that such execution by Social Tables does not constitute an acceptance of any of the terms or conditions of such document. Customer further represents, warrants and agrees that (i) such documents are solely for compliance with its internal purchasing policies, (i) such document is not intended to and shall not add any new terms or conditions or supersede any conflicting terms and conditions in this Agreement, and (iii) Customer shall not assert any terms or conditions contained in such documents against Social Tables. Additionally Social Tables may sign a non-disclosure agreement or similar agreement as part of the process to evaluate this transaction and in such event, without limiting Social Tables or Customers obligations thereunder with respect to all information disclosed prior to the execution of this Agreement, the parties agree that this Agreement supersedes and replaces any such agreement notwithstanding anything to the contrary herein, unless a new non-disclosure agreement or other document re-affirming such non-disclosure agreement or such similar agreement is executed contemporaneously with this Agreement.

[END OF TERMS]

