

These General Terms of Use (“General Terms”), along with any applicable Supplemental Terms (see Section 1.2 below) (collectively, the “Agreement”) govern your use of the Services (defined below) made available by Waldron Casting, and/or its affiliates (referred to as “WC”, “we”, “our”, or “us”) and software that we include as part of the Services (“Software”). If you have entered into another written agreement with us concerning specific Services, then the terms of that agreement control where it conflicts with this Agreement as it relates to those Services.

1. USING THE SERVICES; AVAILABILITY

1.1 Use of the Services. We will provide the web-based products and services identified in an Order Form (the “Services”) in accordance with this Agreement. Subject to the terms and conditions of this Agreement, WC grants you during the Term a limited worldwide, non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services solely as provided by WC.

1.2 Restrictions on Use. You will use the Services solely for your internal purposes and will not directly or indirectly: (i) disassemble, decompile, reverse engineer or otherwise attempt to derive source code or other trade secrets from the Services; (ii) sell, lease, sublicense or otherwise transfer the Services or any results thereof to any third party; (iii) copy, modify or make derivative works based on the Services; (iv) use the Services to store or transmit Malicious Code; (v) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vi) frame or mirror any of WC’s website pages or other content which is accessed as, or forms part of, the Services; (vii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (viii) attempt to gain unauthorized access to the Services; or (ix) access the Services in order to build or to assist a third party to build a competitive product or service. You agree to promptly notify WC upon your discovery of any unauthorized use of the Services or of any infringement of WC’s proprietary rights therein. Furthermore, the Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. WC’s direct competitors are prohibited from accessing the Services, or any results thereof, except with our prior written consent.

1.3 Our Responsibilities. We will provide commercially reasonable security measures, in compliance with information technology industry standards, designed to enable access to the Services only by Users. We will notify you promptly upon learning of any unauthorized access to Your Data.

1.4 Your Responsibilities. You will (i) be responsible for your and your Users’ compliance with this Agreement; (ii) be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your Data; and (iii) use the Services only in accordance with any applicable Documentation and applicable laws and regulations; (iv) evaluate the adequacy and results of the Services; and (v) accept responsibility for the results of the Services. You further acknowledge and agree that WC does not monitor, or police communications, content or data

transmitted by you and your Users through the Services, and that WC is not responsible for any such communications, content or data.

1.5 No Implied Rights. Under no circumstances should anything in this Agreement be construed as granting to you, by implication, estoppel or otherwise, (i) any rights to any WC technology other than the Services specifically subscribed to by you; or (ii) any additional rights for the Services other than any rights expressly granted in this Agreement.

1.6 Suspension/Termination of Services. WC may suspend or terminate your access to the Services: (i) to prevent damage to or degradation of the Services; (ii) to comply with any law, regulation, court order, or other governmental request or order which requires immediate action; (iii) if you or your Users violate Section 1.2, 1.3, 1.5, or 1.6; or (iv) if any undisputed charge owing by you is thirty (30) days or more overdue. If the Services are suspended, WC will promptly restore use of the Services to you as soon as the event giving rise to the suspension has been resolved.

1.7 Future Functionality. You agree that your access and use of the Services is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

2. INTELLECTUAL PROPERTY; FEEDBACK

2.1 WC Technology. WC or its licensors will retain all right, title and interest (including copyright and other intellectual property rights) relating to the Services and all legally protectable elements or derivative works thereof, including the Software.

2.2 Feedback. You grant us a worldwide, perpetual, irrevocable, transferable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or your Users relating to the operation of the Services.

2.3 No Other Transfer of Ownership Rights. Except for the express rights granted herein, neither party will gain by virtue of this Agreement nor the provision or use of the Services any rights of ownership of any intellectual property of the other party or of any third-party.

2.4. Aggregated and Anonymous Data. You acknowledge and agree that we shall have the right to aggregate Your Data and other data (e.g., information, analysis, statistics) with respect to your use of the Services on an aggregated and anonymized basis (“Aggregated and Anonymous Data”), and we may use the Aggregated and Anonymous Data to analyze, improve, support and operate the Services and otherwise for any business purpose, during and after the term of this agreement, including without limitation to generate industry benchmarks or best practices guidance, recommendations or similar reports for distribution to and consumption by you and our other customers and third parties. For clarity, this Section does not give us the right to identify you as the source of any Aggregated and Anonymous Data. We will not publicly disclose

any data that is not in an aggregate and anonymized form or that would permit a third party to identify that the Aggregated and Anonymous Data is associated with you or your Users.

3. PRIVACY

3.1 Personal Data. To the extent applicable to the particular services, WC will comply, and will cause its subcontractors to comply, with all applicable laws pertaining to the processing of any of Your Data relating to an identified or identifiable natural person (“Personal Data”).

3.3 Consents. You consent to the processing of Your Data, which may include Personal Data, by WC and its agents to facilitate the subject matter of this Agreement, including the Services and any applicable Statement of Work. You will obtain all required consents from third parties (including your contacts, resellers, distributors, administrators, and employees) under applicable privacy and data protection laws before providing Personal Data to WC.

4. PROFESSIONAL SERVICES

WC may provide Professional Services to you, including implementation, customization, configuration, and software enablement services provided on a time and materials basis pursuant to an Order Form. WC hereby grants you a non-exclusive license to use any deliverables or work product created under an Order Form for Professional Services in connection with your use of the Services as authorized hereunder.

WC warrants that the Professional Services will be performed using reasonable care and skill consistent with generally accepted industry standards. For any claimed breach of this warranty, you must notify WC of the warranty claim within thirty (30) days of your receipt of the applicable Professional Services. Your exclusive remedy and WC’s sole liability with regard to any breach of this warranty will be, at WC’s option and expense, to either: (i) re-perform the non-conforming Professional Services; or (b) refund to you the fees paid for the non-conforming Professional Services.

5. CONFIDENTIALITY

5.1. Confidentiality Obligations. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and agrees not to use any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement. The receiving party will not disclose the disclosing party’s Confidential Information to any third party (other than as necessary for the receiving party’s performance under the Agreement) or use the disclosing party’s Confidential Information for its own or any third party’s benefit, other than its own use as necessary to access and use or provide the Services.

5.2. Compelled Disclosure. If the receiving party receives any request, demand, notice, subpoena, order, or other legal information request relating to legal proceedings or

investigations by third parties relating to Confidential Information, the receiving party will immediately provide the disclosing party with notice of such compelled disclosure, including copies of all documentation pertaining to such request, unless legally prohibited from doing so. The receiving party shall not disclose any Confidential Information to any such third party without advance written consent from the disclosing party, or until the disclosing party has had a reasonable opportunity to contest the request, unless legally prohibited from doing so.

5.3. Remedies. If the receiving party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of this Section, the other party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

6. ADDITIONAL TERMS

6.1 Taxes. You are responsible for paying any taxes, levies, duties, or similar governmental assessments of any nature (collectively, "Taxes"), associated with your purchases hereunder, specifically excluding Taxes based on WC's net income or property.

6.2 Force Majeure. Neither party will be liable for any failure to perform if such failure has been occasioned by fire, embargo, strike, labor dispute, war, pandemics or epidemics, failure of public utilities, or any other circumstances reasonably beyond its control. Either party may terminate, at its option and upon notice to the other party, this Agreement (in whole or in part) if such situation continues for thirty (30) days or more.

6.3 Assignment. You may not assign or delegate your rights or obligations under this Agreement without the prior written consent of WC. WC may assign or delegate its rights or obligations under this Agreement in connection with a merger, reorganization, change of control, or sale of assets related to the Services. This Agreement will be binding upon and inure to the benefit of the parties, their successors and assigns.

6.4 Publicity. WC may list you as its customer on marketing collateral, including its website.

6.5 Relationship of the Parties. The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

6.6 Entire Agreement. This Agreement, together with the Documentation and any applicable Order Form(s) and Supplemental Terms, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous proposals, communications and understandings, written or oral. Except as otherwise expressly provided herein, this Agreement may not be modified, altered or amended except by a written instrument duly executed by both parties.

6.7 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction or arbitrator, as applicable, that provision will be deemed limited or omitted to the minimum extent necessary, and the balance of this Agreement will continue in full force and effect.

7. DEFINITIONS

7.1. "Confidential Information" means any non-public information of a party, which a party designates in writing as being confidential when it is disclosed, or which given the nature of the information or circumstances in which it is provided should be treated as confidential. Confidential Information includes without limitation Your Data and WC business terms (including the terms and conditions of the Agreement and the pricing and other terms reflected in an Order Form), as well as business plans, business methods, financial information, products, services, specifications, documentation, inventions, processes, trade secrets, know-how, customers, designs, drawings, computer code, algorithms, formulas, and passwords. Confidential Information does not include information which (a) was rightfully in the possession of the receiving party prior to receiving it from the disclosing party; (b) is independently developed by the receiving party without use of or reliance upon the Confidential Information of the disclosing party; (c) was in the public domain at or subsequent to the time of disclosure (through no breach of the receiving party); or (d) is obtained in good faith from a third party not under any obligation of confidentiality.

7.2. "Malicious Code" means code, file, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

7.3. "Order Form" means either (i) an ordering document or (ii) the online purchase summary specifying the Services to be provided by WC to you pursuant to this Agreement.

7.4. "Professional Services" means the installation, configuration, training, or other professional services related to the Services described in a mutually executed Statement of Work.

7.5. "User" means you and/or an individual who is authorized by you to access and use the Services, provided that you and/or any individual you are attempting to authorize is not an employee, consultant, contractor or agent of a WC competitor that provides payroll and/or production management services or software for the entertainment production industry.

7.6 "Your Data" means electronic data and information you submit in connection with your access to and use of the Services.