

Slint Premium Support Services Agreement

Version 2.0.1

This Slint Premium Support Services Agreement (**Agreement**) is made by and between SixtyFPS GmbH with offices at Oranienburger Str. 44, 16540 Hohen Neuendorf, Germany (**SixtyFPS**) and the party clicking through to accept this Agreement (**You** or **Customer**).

Customer wishes to engage SixtyFPS to receive the Consulting Services described herein, and SixtyFPS agrees to provide the Consulting Services under this Agreement. In consideration of the foregoing, the Customer and SixtyFPS, intending to be legally bound, agree to the terms set forth below.

Each Party to this Agreement may be referred to herein individually as a **Party** or collectively as the **Parties**.

1. Scope

All services pursuant to this Agreement provided by SixtyFPS to Customer will be outlined in one or more mutually agreed-upon and jointly executed Statement of Work (**SOW**), each incorporated into this Agreement and describing in detail the scope, nature and other relevant characteristics of services to be delivered (collectively, **Consulting Services**), and the time at which the Parties execute an SOW pursuant to this Agreement (**Effective Date**).

2. Retention

Customer hereby retains SixtyFPS to provide the Consulting Services described on one or more SOWs, subject to the terms and conditions set forth in this Agreement. The terms and conditions of this Agreement will govern the provision of Consulting Services under any SOW (including any exhibits thereto) executed by the Parties. This Agreement and/or any SOW may only be amended by a subsequent Agreement and/or SOW mutually executed by the Parties (**Change Order**).

3. Performance of Consulting Services

(a) Each SOW will include reasonable details, at a minimum, about the Consulting Services, Fees charged, and Personnel employed in performing the Consulting Services. SixtyFPS and Customer agree to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner.

(b) The Parties will each designate a representative to interface and facilitate the successful completion of the Consulting Services (**Customer's Representative** and **SixtyFPS's Representative**, respectively).

(c) SixtyFPS will perform the Consulting Services, directly or through a Subcontractor of its choice. Customer agrees to provide, at no cost to SixtyFPS, timely and adequate assistance and other resources reasonably requested by SixtyFPS to enable the performance of the Consulting Services by SixtyFPS (collectively, **Assistance**). Neither SixtyFPS nor its Subcontractor will be liable for any deficiency in performance of Consulting Services to the extent resulting from Customer's failure to provide Assistance as required hereunder.

(d) In performing the Consulting Services, SixtyFPS will provide such resources, and utilize such qualified employees and/or non-employee contractors of SixtyFPS (**Subcontractors** and together with SixtyFPS's employees, **Personnel**) as it deems necessary to perform the Consulting Services or any portion thereof. Customer may object to SixtyFPS's election of Subcontractors by specifying its objection to SixtyFPS, in which case the Parties will cooperate in good faith to appoint another Subcontractor to perform such Consulting Services. SixtyFPS may replace Personnel in its normal course of business, provided that SixtyFPS will be responsible for the performance of Consulting Services by all Personnel.

(e) SixtyFPS will control the method and manner of performing all work necessary for completion of Consulting Services, including but not limited to the supervision and control of any Personnel performing Consulting Services. SixtyFPS will maintain such number of qualified Personnel and appropriate facilities and other resources sufficient to perform SixtyFPS's obligations under this Agreement in accordance with its terms.

4. Rights to Deliverables; Ownership

(a) Each Party reserves and retains ownership to all of the respective Party's inventions (whether or not patentable), works of authorship, designs, know-how, ideas, concepts, information and tools in existence prior to the commencement of the Consulting Services (**Preexisting Technology**) and no Preexisting Technology shall be delivered nor any right or license to such Preexisting Technology shall be assigned or granted to the other Party hereunder.

(b) Subject to Section 4.(d), Customer shall retain all right, title and interest in any deliverable expressly stated in an SOW to be a **Work Made for Hire**.

(c) Unless otherwise expressly specified in a SOW, no deliverable provided in connection with the Consulting Services provided pursuant to this Agreement shall constitute a "Work Made For Hire" under this Agreement.

(d) Without limiting the foregoing, SixtyFPS and its licensors reserves and retains ownership to all Developed Technology and Generic Components (each as defined here). **Developed Technology** means ideas (whether or not patentable) know-how, technical data, techniques, concepts, information or tools, and all associated intellectual property rights thereto developed by SixtyFPS or its Personnel in connection with providing Consulting Services pursuant to this Agreement that derive from, improve, enhance or modify SixtyFPS's Preexisting

Technology. **Generic Components** means all inventions (whether or not patentable), works of authorship, designs, know-how, ideas, information and tools, including without limitation software and programming tools developed by SixtyFPS or its Personnel in connection with providing Consulting Services generally to support SixtyFPS's product and/or service offerings and which can be so used without use of Customer's Confidential Information.

(e) Customer is entitled to use SixtyFPS's Preexisting Technology, Developed Technology and Generic Components pursuant to the licenses under which such technology and components have been made available to Customer.

(f) In the event deliverables include any third-party software or other material, such third-party material is in all respects subject to applicable license terms or applicable third-party right holders.

(g) Customer's rights described in this Section 4 shall only be valid provided that Customer duly pays to SixtyFPS all applicable Fees and charges relating to the Consulting Services.

5. Fees; Payment Terms

(a) Customer will pay SixtyFPS the fees to provide the Consulting Services as detailed or described in an SOW (**Fees**). Fees will be payable upon receipt of an invoice, except for Fees that Customer disputes in good faith for reasons articulated in writing by Customer, within thirty (30) days after receiving such invoice.

(b) All Consulting Services will be provided on a time and materials or fixed-Fee basis, as indicated in each case in the applicable SOW. Each SOW providing for time and materials based Fees will contain detailed estimate of such time and materials necessary for performance of Consulting Services (**T&M Estimate**), and SixtyFPS will make a commercially reasonable effort to provide such Consulting Services within such T&M Estimate, up to the number of hours agreed to by the Parties. SixtyFPS will make a reasonable effort to notify Customer as soon as practicable if it appears that T&M Estimate may be exceeded. Upon receiving such amended T&M Estimate, Customer will assess, and accept or reject the amended T&M Estimate. Unless rejected within fifteen (15) working days of delivery, any amended T&M Estimate shall be deemed accepted by the Customer and Customer shall be liable for all Fees associated with Consulting Services delivered in reliance on such amended T&M Estimate. Any amended T&M Estimate which is or is deemed accepted by Customer shall be deemed a Change Order.

(c) The performance of Consulting Services may be subject to a retainer to be paid in advance by Customer upon execution and delivery of the SOW. Such retainer will be applied against Fees which become payable by Customer pursuant to this Agreement. SixtyFPS may refuse to perform Consulting Services unless and until such retainer is paid to SixtyFPS.

(d) In addition to any and all Fees, Customer will reimburse SixtyFPS for the reasonable expenses for travel, lodging, communications, shipping charges and out-of-pocket expenses incurred by SixtyFPS in connection with providing the Consulting Services (**Expenses**), provided that all such Expenses have been mutually agreed upon by Customer in advance. SixtyFPS will provide reasonable documentation for all Expenses as requested by Customer.

(e) Any unpaid Fees or Expenses will become overdue 30 (thirty) days after payment is required pursuant to this Agreement and be subject to late payment fees as applicable by law.

(f) Fees are exclusive of any and all taxes, including but not limited to VAT and withholding tax, duties, customs, and bank charges, which shall be the sole responsibility of Customer.

6. Relationship of the Parties

SixtyFPS is an independent contractor and will maintain complete control of and responsibility for its Personnel, methods and operations. SixtyFPS at no time will hold itself out as an agent, subsidiary or affiliate of Customer for any purpose, including reporting to any government authority. This Agreement will not be construed so as to create a partnership, other joint venture or undertaking, or any agency relationship between the Parties, and neither Party shall become liable for any representation, act or omission of the other Party or have the authority to contractually bind the other Party. Any Fees, Expenses or other amounts paid by Customer to SixtyFPS hereunder shall not be considered salary for pension or wage tax purposes and neither SixtyFPS nor its Personnel will be entitled to any fringe benefits, including sick or vacation pay, or other supplemental benefits of Customer. Unless otherwise required by law, Customer shall not be responsible for deducting or withholding from Fees or Expenses paid under this Agreement any taxes, unemployment, social security or other such expense.

7. Term and Termination

(a) This Agreement will commence on the Effective Date and will remain effective for as long as any SOW is in effect among the Parties, unless terminated earlier in accordance with the terms of this Section 7. Any termination of this Agreement shall terminate any then-effective SOW.

(b) This Agreement may be terminated by either Party with or without cause upon no less than thirty (30) days advance written notice to the other Party.

(c) Either Party may terminate this Agreement if the other Party materially breaches any obligation hereunder, provided the terminating Party has provided notice of such breach to the other Party and an opportunity to cure such breach during a period of not less than thirty (30) days following such notice.

(d) Upon termination of this Agreement, SixtyFPS will immediately cease

performing any Consulting Services, and Customer will pay SixtyFPS any Fees not yet paid for all Consulting Services provided pursuant to any SOW on or prior to such termination on a pro-rated basis (or on such other basis as the Parties will mutually agree) and reimburse Expenses incurred on or prior to termination not yet reimbursed.

(e) Sections 4 through 14 of this Agreement will survive any termination of the Agreement to the extent necessary to implement their objectives. Termination of this Agreement will be without prejudice to other rights or remedies of any Party under this Agreement or applicable law, including, without limitation, any remedies for a breach of this Agreement prior to such termination.

8. Warranties, Limitation of Liability

(a) SixtyFPS hereby represents and warrants that:

- i. it has all authority, licenses, permits, and consents necessary to enter into and perform its obligations under this Agreement, and will fully comply with all applicable laws and regulations in performing the Consulting Services;
- ii. the Consulting Services provided pursuant to this Agreement will be performed in a timely and professional manner by SixtyFPS and its Personnel, consistent with generally-accepted industry standards; provided that Customer's sole and exclusive remedy for any breach of this warranty will be, at SixtyFPS's option, re-performance of the Consulting Services or termination of the applicable SOW and return of the portion of the Fees paid to SixtyFPS by Customer for the non-conforming portion of the Consulting Services; and
- iii. it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or, to its best knowledge, which will interfere with its performance of the Consulting Services.

(b) The Parties hereby agree that:

- i. Except as expressly set forth in this section 8, SixtyFPS expressly disclaims to the fullest extent allowed by applicable law all other representations and warranties, express or implied, including, without limitation, any implied warranties or conditions of merchantability, fitness for a particular purpose, accuracy, non-satisfactory quality, non-infringement of third party rights and title, or arising from a course of dealing, usage, or trade practice, and all such representations and warranties are hereby excluded to the fullest extent allowed by applicable law.

ii. These disclaimers and exclusions will apply even if the express warranty and limited remedy set forth above fails of its essential purpose.

(c) Under no circumstances and under no legal theory (whether in contract, tort, negligence or otherwise) will either Party to this Agreement, or their affiliates, officers, directors, employees, agents, suppliers or licensors be liable to the other Party or any third party for any indirect, incidental, special, exemplary,

consequential, punitive or other similar damages, including lost profits, lost sales or business, business interruption or any other loss incurred by the other Party or such third party in connection with this Agreement or the Consulting Services, regardless of whether a Party has been advised of the possibility of or could have foreseen such damages.

(d) Each Party's total aggregate liability arising out of this Agreement or otherwise in connection with any Consulting Services, shall in no event exceed the fees paid by Customer in the twelve (12) months prior to the first event or occurrence giving rise to such liability. Each Party acknowledges and agrees that the essential purpose of this paragraph is to allocate the risks under this Agreement between the Parties and limit potential liability.

(e) Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each Party's liability will be limited to the greatest extent permitted by law.

9. Recruitment Restriction

(a) Neither Party may actively solicit for employment any individual employed by the other Party who has actively participated in the performance of Consulting Services under this Agreement, until twelve (12) months have passed from the termination or expiration of the relevant Consulting Services.

(b) In case of a breach of the recruitment restriction specified in section 9.1, the Party in breach shall be liable to pay to the other Party in liquidated damages an amount corresponding to six (6) months brutto salary of the individual concerned.

(c) The recruitment restriction shall not be applied if the employment of the individual in question has been terminated due to a reason attributable to the employer.

10. Entire Agreement

This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous discussions, representations, and proposals, written or oral, with respect to the subject matters discussed herein. No modification of this Agreement will be effective unless contained in a written document executed by an authorized representative of each Party. If any provision of the Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.

No change, modification or waiver to this Agreement will be effective unless in writing and signed by both Parties.

11. Severability

In the event that any provision of this Agreement will, for any reason, be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will be interpreted as closely as possible so as not affect any other provision of this Agreement, and such provision will further be modified by said court to permit its enforcement to the maximum extent permitted by law.

12. Governing Law

This Agreement shall be construed, interpreted, and governed by the laws of the Federal Republic of Germany.