



GENERAL TERMS AND CONDITIONS

Updated: October 23, 2020

PLEASE READ THROUGH THESE TERMS CAREFULLY.

This document (these "Terms of Use" or "Terms") describes the terms under which 10 Virsitour GW, LLC d/b/a Virsitour or any subsidiaries, offers each individual or entity (hereinafter, " **User**") access to various solutions through the Virsitour website, mobile device applications or other methods (the "Site").

By accessing the Site or any content found on the Site, you agree to comply with and to be bound by the Terms set out below, including the policies and guidelines linked to (by way of the provided URLs) from these Terms. If you do not understand or agree with these Terms, please do not use the Site or the Services (as defined below). **If you offer services that compete with Virsitour, you are not permitted to enter the Site or use the services herein.**

1.Forms

1.1 These Terms are incorporated by reference into each inquiry, request, order form, proposal, online form, other document or submission in whatever medium that incorporates the terms of this Agreement by reference executed by the company or individual identified as the a "User" (including those of a 'Planner' and those of a 'Supplier' of Virsitour in any capacity pursuant to which Virsitour agrees to provide any information or service to a "User", as upgraded from time to time during the Term.

1.2 These Terms, together with any forms, documents, processes or other interaction between Virsitour and a User, comprise a binding written agreement between User and Virsitour, effective as of the date of use of the Virsitour sites, applications or forms between Virsitour and User (this "Agreement"). Virsitour may amend these Terms at any time in its sole discretion, effective upon posting the amended Terms at the domain or subdomains of <http://www.Virsitour.com> where the prior version of the Terms was posted, or by communicating these changes through any written contact method we have established with User.

1.3 In the event of any conflict between the provisions contained in any document and these Terms of Use, the provisions in the document shall control (provided, however, that the fact that a provision appears in a document but not these Terms of Use, or in these Terms of Use but not the applicable Order Form, is not deemed to be a conflict for purposes of this sentence).

2. Price and Payment

2.1 User, where applicable, agrees to pay all fees and other charges in accordance with this Agreement. Seller fees are due upon invoice presentation unless otherwise agreed to in writing by Virsitour. Payment shall be by check or CHIPS unless otherwise agreed to in writing by Virsitour. Should User pay any fees due hereunder via credit or debit card, then Virsitour shall charge User an additional three percent (3%) of the total amount due hereunder, and User hereby consents to such charge being made against the credit or debit card provided by User; this provision shall apply except where prohibited by applicable laws. Typically, payments are invoiced and collected annually and renew automatically on or about the User's anniversary of first invoicing unless the User has provided a written intent to Virsitour not less than ninety days prior to that anniversary date of first use. In other cases, the User Agreement between the parties is not less than annually but automatic, pre-approved credit card billing maybe be arranged on a quarterly or monthly basis. If User does not pay the fees or other charges when they are due, then a finance charge of two percent (3%) plus \$100 per month or the maximum rate allowed by law if less will be assessed. In any instance, there are no refunds, credits or other compensation if a User discontinues service once the Agreement term has begun.

2.2 If User exceeds the contracted level of Services during the Term of this Agreement, User will be charged as specified by Virsitour, or if not specified, using the then-current rates for the additional level of service.

2.3 User is responsible for all taxes, charges or duties including, without limitation, sales, use, value added, royalty or withholding taxes imposed by a federal, state, provincial, local or other government entity on Services provided under this Agreement.

2.4 Virsitour reserves the absolute right to increase recurring fees payable hereunder at any time upon sixty (60) days prior written notice to User.

3. Term

3.1 The Term of this Agreement is for one (1) year or greater. If the Term spans several years than the annual fees are due and payable on or before the annual anniversary of first use by User. All User Agreements automatically renew unless the User has provided ninety day written notice to Virsitour expressing their intent not to renew

3.2 If the User specifies a certain number of billable instances annually, then this limitation pertains to each year of the Term, unless otherwise specified. Unless otherwise provided if User continues to use the Services beyond the Term, the Agreement will renew for another Term at then-current rates.

4. Termination

4.1 Either party may terminate an Order Form if (i) the other party breaches a material term or condition and fails to cure within thirty (30) days written notice, except for breach of Section 3 which shall have a ten (10) day cure period, or (ii) the other party becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, liquidation or receivership.

4.2 In the event of non-payment by the User, Virsitour may accelerate and declare all sums due, and to become due under this Agreement, immediately payable without notice or demand. If User fails to pay fees when due, then User shall also be liable for all fees due during the term and any additional expenses (including but not limited to reasonable attorneys' fees and accrued interest) Virsitour incurs in collecting such delinquent fees.

4.3 In the event of non-payment by the User, Virsitour reserves the right to deny access to the Services without prior notice as to all access both prior to and subsequent to any non-payment. User agrees that such restrictions do not modify the amounts due from User.

5. Subscription Right; Proprietary Rights

5.1 Subscription Right. Subject to the terms and conditions of this Agreement, during the Term and while User is in full compliance with these Terms and Conditions, Virsitour will provide User with a worldwide, non-exclusive, non-transferable and revocable subscription right to access and use the Virsitour System as upgraded from time to time. User may use the Virsitour System only for purposes of performing its internal business operations. User may not use the Virsitour System as part of a cooperative, commercial time-sharing or service-bureau operation or in any other resale capacity. Except for the foregoing subscription right, no other rights in the Virsitour System are granted to User hereunder, and the Virsitour System is and will remain the sole and exclusive property of Virsitour and its licensors, if any, whether the Virsitour System is separate or integrated with any other products, services or deliverables.

5.2 Proprietary Rights. You acknowledge that Virsitour or its licensors retain all copyright, trademark, trade secret, patent and other proprietary and intellectual property rights to the Services, and any or all modifications to the Services, related documentation and marketing materials regardless of: (a) whether such intellectual property notices appear on the materials or (b) whether such intellectual property notices have been filed with governmental agencies. Nothing in this Agreement will

directly or indirectly be construed to assign or grant you any right of ownership, title or interest in the Services, or any intellectual property rights relating thereto. You agree that you shall not disclose to anyone any proprietary or confidential information of Virsitour which you may receive through the Services or which you may have access to on the Site, and that you will not use any such information to compete against Virsitour or reverse engineer our product offerings. No competitors or future competitors are permitted access to the Site or Services, and any such access by third parties is unauthorized and actionable in a court of law. You agree that you will not copy, record, publish, compile, reproduce, republish, use or resell for any competing commercial purpose any information on our Site or which you receive through the Services. In addition, you agree to pay all reasonable attorney's fees and costs incurred in enforcing these provisions. You understand and agree that any third party data, content, materials or software ("Third Party Content") which may be published on the Virsitour website or otherwise made available through the Services may be subject to third party licenses, that such licenses may be altered or revoked at any time by the applicable third party licensor, and that, provided there is no material reduction of functionality in the Virsitour System, removal or alteration of Third Party Content shall not constitute a material breach of this Agreement or any Order Form.

3.5.3 All material published by Virsitour on its web pages and other media properties, to the best of Virsitour's knowledge are done in full agreement with the original copyright owners (be that Virsitour or another party).

6. Responsibilities of Parties

6.1 User is responsible for any use of the Services, including without limitation for any data, submissions, materials and content (including the adequacy and accuracy thereof) uploaded to or transmitted using the Services by it or its employees, agents or authors. User is solely responsible for the backup of its data used in conjunction with the Services.

6.2 User represents and warrants that all data, submissions, materials and content ("User Data") it provides for use with the Services is owned by User or User has the right to provide such User Data to Virsitour for use with the Services. User also represents and warrants that any use or transmission of User Data does not and shall not violate or infringe the intellectual property, privacy or publicity rights of any third party, and User shall defend, indemnify and hold Virsitour harmless from and against all claims, damages, liabilities, fines, costs and expenses including reasonable legal fees incurred by Virsitour or which are agreed by Virsitour to be paid by way of settlement or compromise, arising out of any third-party claim due to a breach of the foregoing representations and warranties or any violation of applicable law by User. User shall not be entitled to settle or compromise any such claim made against Virsitour without Virsitour's prior written consent, such consent not to be unreasonably withheld.

6.3 Virsitour may provide optional configurable integrations with various external applications. Virsitour is not responsible for any misconfiguration, data corruption or data loss in any external application resulting from the use of such integrations.

6.4 Virsitour will assign User one or more user IDs and passwords that will enable User to access the Services. User shall take reasonable precautions to protect against theft, loss or fraudulent use of such IDs and passwords, and User is solely responsible for any losses arising from another party's use of such IDs and passwords, either with or without User's knowledge. User agrees that it will use the Services only for lawful purposes and in accordance with these Terms of Use. User shall not reverse engineer, disassemble or decompile the Services or cause or permit the reverse engineering, disassembly or decompilation of the Services. Virsitour and User will each comply with applicable laws and regulations including applicable security breach notifications laws, provided that Virsitour is not responsible for compliance with laws or regulations applicable to User or User's industry.

6.5 User represents and warrants that it, its affiliates, and their employees, agents, representatives, and any entity or persons having effective control over User, is not subject to or resident in any country subject to economic or trade sanctions by the U.S. State Department and/or OFAC or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this section shall be deemed a material breach of this Agreement and Virsitour may immediately terminate User's Agreement.

7. Confidentiality

7.1 For purposes of this Agreement, "Confidential Information" means any information, regardless of form, proprietary to or maintained in confidence by either party, including, without limitation, any User Data, information, technical data or know-how relating to discoveries, ideas, inventions, software, designs, specifications, processes, systems, diagrams, research, development, business plans, strategies or opportunities, and information related to finances, costs, prices, suppliers, vendors, Users and employees which is disclosed by either party or on its behalf whether directly or indirectly, orally, visually, or in writing, to the other party or any of its employees or agents. The terms and conditions of any use of Virsitour services shall be deemed the Confidential Information of both Virsitour and User.

7.2 Each party shall maintain the confidentiality of all information and data of the other and its affiliates and, in the case of User, its Users, that is marked as confidential or which ought reasonably to be regarded as confidential, that it collects, receives or processes in connection with this Agreement and shall not directly or indirectly copy, release, disclose, divulge or permit access to any such confidential information without the prior written consent of the other party.

7.3 Both parties may use and copy such confidential information as is necessary to perform their obligations under this Agreement and for no other purpose except that Virsitour may use User's Confidential Information for purposes other than the provision of Service.

7.4 Both parties may disclose such confidential information to their employees and User may disclose to its affiliates, both on a "need-to-know" basis, provided that both parties shall ensure that any such employees or affiliates are subject to obligations of confidentiality with similar effect to this section. Virsitour may also disclose User's Confidential Information on a need to know basis to its subcontractors who are providing all or part of the Service.

7.5 The restrictions in this section "Confidentiality" do not apply to any information which:

- i. at the time of disclosure or thereafter is generally available to and known by the public or any third party (other than as a result of an unauthorized disclosure directly or indirectly by the non-disclosing party),
- ii. was or becomes available to the non-disclosing party on a non-confidential basis from a source other than the disclosing party,
- iii. has been independently acquired or developed by the non-disclosing party without violating any of its obligations under this Agreement.

7.6 Recipient may disclose Confidential Information pursuant to the requirements of a governmental agency or operation of law, provided that it gives Discloser reasonable advance notice sufficient to contest such requirement of disclosure, unless it is prevented from providing such notice by the government agency or operation of law.

7.7 The obligations of Virsitour set forth in this section shall not apply to any suggestions and feedback for product or service improvement, correction, or modification provided by User in connection with any present or future Virsitour product or service. Virsitour nor any of its Users or business partners shall not have any obligation or liability to User with respect to any use or disclosure of such information.

7.8 The parties hereby acknowledge and agree that any existing non-disclosure agreement entered by the parties is hereby superseded and replaced by the terms contained in this Agreement.

8. Ownership and Use of Data

8.1 User grants Virsitour a limited, non-exclusive right to use the User Data (including copyright, trademark, patent, publicity or other rights) and to disclose User Data to third party service providers for Virsitour to operate the Services. User also grants Virsitour permission to use User images that are posted on the Site for purposes of advertising and promoting Virsitour, including without limitation, marketing, training, or investment materials. User retains any and all rights it may possess to User Data provided by User

to Virsitour through the Virsitour System or collected from others by Virsitour on behalf of User. Such User Data will only be used by Virsitour as reasonably required for providing Services as contemplated hereunder and in accordance with Virsitour's Privacy Policy and all applicable data privacy laws and regulations laws (including the EU General Data Protection Regulation (GDPR) as and when it becomes enforceable on May 25, 2018) (collectively, "Data Privacy Policy and Rules"). Both Virsitour and User will comply in all material respects with the Data Privacy Policy and Rules and will provide such help and cooperation as is reasonably necessary or requested to the other to comply with the same. Virsitour may at its discretion and without notice to the User disclose or share personally identifiable information collected on the Site with any third party (except as prohibited by law). Virsitour may retain offline copies of User data on backup media for archival purposes. User is responsible for obtaining any legally required consents to process personal data, or to process and transfer data in compliance with any other legally permitted conditions for processing personal data.

8.2 Subject to the terms of this Section, User acknowledges and agrees that Virsitour may use all data inputted into or collected by the Services, including but not limited to data related to Service utilization and User Data, on a historical, aggregated and anonymous or individual basis in compliance with applicable laws and Virsitour's Privacy Policy to provide the Services and for any commercial purposes, including but not limited to the distribution and provision of the Data to other Virsitour Users. Virsitour may use such for any lawful purpose and for the preparation and distribution of benchmarking, research, and/or analytical materials. Virsitour will be the sole and exclusive owner of all right, title and interest to such Data and, notwithstanding anything to the contrary, shall be free to use and disclose on a world-wide and royalty-free basis the Data for its business purposes including, but not limited to, publicizing usage of the Services, providing information on general industry trends, and providing benchmarking data to Virsitour Users.

8.3 Virsitour may retain archival copies of User data for an extended period of time not to exceed five (5) years.

9. No "Spamming" or Illegal Conduct or other Prohibited Uses

9.1 User will not use the Services in any manner which exceeds the scope of its license under Section 6 (License Grant) of these Terms, or which violates its obligations under Section 7 (Responsibilities of Parties) of these Terms, or for illegal activities or junk mail, chain letters, pyramid schemes, "spam" or distribution to any person who has not given specific permission to be included in such a process (all the foregoing "Prohibited Uses"). Without limiting the generality of the foregoing, User is required to comply with the United States' Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003 ("CAN-SPAM Act"), and the rules and regulations promulgated thereunder.

9.2 If User uses the Services for any Prohibited Uses, Virsitour may, without notice immediately suspend or terminate User's access to the Services. Virsitour reserves the right to base its findings with respect to spam and related analysis and decisions on, among other things, received complaints, observed email patterns, including rates of delivery and email percentage of emails sent reported as being read by Virsitour's application. Virsitour may also take any self-help remedies necessary to prevent continued Prohibited Uses, including, but not limited to, deleting the contact information from User's address book on behalf of those individuals who lodge complaints with Virsitour or Virsitour's web-hosting company. User is still responsible for full payment of all Virsitour charges and fees if access to the Services is terminated.

9.3 All email messages sent from Virsitour, including invitations, reminders and confirmations, must contain an "unsubscribe" link that allows subscribers to remove themselves from User's email messages. User acknowledge and agree that User will not hide, disable, or remove the opt-out link from the foregoing emails. User will actively manage, and process unsubscribe requests received by User directly as soon as reasonably practicable and no later than ten (10) days after submission and update its email lists and address books to reflect the unsubscribe requests.

9.4 User messages sent using the Services must contain clear and conspicuous notice that the message is an advertisement or solicitation and that the recipient can opt out of receiving more commercial email from User. It also must include User's identity as the sender, valid physical postal address and comply in all other respects with applicable law. User will not send commercial email messages using domains by proxy or any equivalent ownership masking service.

10. Changes and Environment

10.1 Changes. Access is limited to the version of the Service in Virsitour's then current version. Virsitour may from time to time at its sole discretion update the Service and reserves the right to add and/or substitute features for any reason.

10.2 Environment. Virsitour will provide User online access to and use of the Service via the Internet by use of a User-provided browser. The Software will be hosted on a server that is maintained by Virsitour or its designated third-party supplier or data center. User is solely responsible for obtaining and maintaining at its own expense, all equipment needed to access the Software, including but not limited to Internet access and adequate bandwidth

11. Third Party Service Interoperability

11.1 The Services provided hereunder may contain features designed to interoperate with third party services and/or applications. To use such features, User may be required to obtain access to such services and/or applications from third party providers and may be required to grant Virsitour access to such third-party provider account(s). If

such third-party provider ceases to make service or application available for interoperation with the corresponding Virsitour Service features on reasonable terms, Virsitour may cease providing those Service features without entitling User to any refund, credit, or other compensation.

11.2 If User installs or enables a third party service or application for use with the Virsitour Service, User grants Virsitour permission to allow the third party provider to access User's Data as required for the interoperation of that third party service or application with the Service provided hereunder. Virsitour is not responsible for any disclosure, modification or deletion of the User Data resulting from access by the third-party service provider or use of the third-party service or application.

12. Professional Services

12.1 Virsitour will perform the mutually agreed upon Professional Services for User described in an Agreement as the parties may agree to in writing from time to time. For purposes of these Terms, "Professional Services" shall mean data conversion, data mapping, implementation, site planning, configuration, integration and deployment of Service, training, project management and other consulting services. Either party may propose a change order to add to, reduce or change the Professional Services ordered. Each change order shall specify the change(s) to the Professional Services or deliverables, and the effect on the time of performance and on the fees owed to Virsitour, due to the change. Once executed by both parties, a change order shall become a part of a new Agreement.

12.2 Ownership and Limited Right. All intellectual property rights in the results of the Professional Services including (without limitation) all deliverables, contents, documentation, training materials, modifications and all intellectual property embodied herein (collectively, the "Deliverables") shall vest solely and absolutely in Virsitour or its licensors. Virsitour grants User, subject to timely payment of applicable fees and charges, and subject to the restrictions set forth in Section 5 hereof, a personal, nonexclusive, non-transferable right to, for the Term, use the Professional Services Deliverables solely in connection with its use of the Services.

13. Warranties

THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND VIRSITOUR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, CORRESPONDENCE TO DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE. VIRSITOUR DOES NOT REPRESENT OR WARRANT BUT WILL MAKE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT THE SERVICES ARE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED. USER ACKNOWLEDGES THAT USE OF OR CONNECTION TO THE INTERNET PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED THIRD PARTIES

TO CIRCUMVENT SECURITY PRECAUTIONS AND ILLEGALLY GAIN ACCESS TO THE SERVICES AND USER DATA. ACCORDINGLY, VIRSITOUR CANNOT AND DOES NOT GUARANTEE THE PRIVACY, SECURITY OR AUTHENTICITY OF ANY INFORMATION SO TRANSMITTED OVER OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. IN ORDER TO PROTECT USER'S DATA, VIRSITOUR MAY SUSPEND USER'S USE OF THE SERVICES IMMEDIATELY, WITHOUT PRIOR NOTICE, PENDING AN INVESTIGATION, IF ANY BREACH OF SECURITY IS SUSPECTED. USER ACKNOWLEDGES THAT THE SERVICES AVAILABILITY MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. VIRSITOUR IS NOT RESPONSIBLE OR DEEMED TO BE IN DEFAULT FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS, OR UNAVAILABILITY RELATED TO USER APPLICATIONS, USER DATA, OR USER'S EQUIPMENT, OR THE ACTS OR OMISSIONS OF ANY USER OF THE SERVICES.

14. Indemnification

Virsitour shall defend User against any claim or lawsuit by a third party (a "Claim") against User to the extent such Claim alleges that the Service, used in accordance with the terms of this Agreement, infringe any patent, copyright or trademark, or misappropriates a trade secret of a third party, and will indemnify User for all damages finally awarded against User by a US court of competent jurisdiction, or agreed to in a written settlement agreement signed by Virsitour, arising out of such Claim. If User's use of the Service under the terms of this Agreement is enjoined or Virsitour determines that such use may be enjoined, then Virsitour may, at its sole option and expense, either (i) procure for User a license to continue using the Service in accordance with the terms of this Agreement; (ii) replace or modify the allegedly infringing Services to avoid the infringement; or (iii) terminate the licenses and access to the corresponding Services and refund any prepaid unused fees as of the date of termination. Notwithstanding the indemnity obligations specified under this paragraph or anything to the contrary under this Agreement, Virsitour shall have no defense or indemnification obligation or other liability for any Claim arising from (i) use of the Services other than in accordance with this Agreement; (ii) modification of the Services by User or a third party; (iii) the combination of the Services with any materials contributed by User or any third parties if the Services would not directly infringe without such combination; (iv) any third party products, services, hardware, software or other materials; or (v) any obligation of User to defend or indemnify Virsitour

15. Limitation of Liability

15.1 Virsitour's liability to User, User's affiliates, registered agents, assignees, registrants or any third party claims, for claims seeking indemnity, or for any recoverable losses, damages, or litigation and attorneys' fees or costs arising under this Agreement shall be limited to the amount of User's actual direct damages, not to exceed (in the

aggregate for all claims) the total annual amount paid under the Agreement during its then-current Contract Year at the time of the incident giving rise to liability. If no fee is paid to Virsitour, Virsitour does not retain any liability.

15.2 IN NO EVENT WILL VIRSITOUR OR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, MANUFACTURE OR DISTRIBUTION OF ANY SOFTWARE, SERVICES OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT BE LIABLE OR INDEMNIFY USER FOR: (I) ANY DAMAGES CAUSED BY USER'S FAILURE OR THAT OF ITS USERS, INVITEES, EMPLOYEES, AGENTS, AFFILIATES OR USERS TO PERFORM THEIR RESPONSIBILITIES; (II) ANY CLAIMS OR DEMANDS OF THIRD PARTIES OR (III) ANY LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, COST OF COVER, LOSS OF USE, LOSS OF DATA, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SERVICE PROVIDED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF VIRSITOUR OR ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.3 These limitations of liability will survive and apply notwithstanding the failure of any limited or exclusive remedy for breach of warranty set forth in this Agreement.

16. High Risk Personal Information

Notwithstanding any provision to the contrary in this Agreement, User acknowledges and agrees that use of the Virsitour Services to transmit, process or store High Risk Information (as defined below) that User shall be solely responsible for any such use of the Services by User or its employees, agents or subcontractors and Virsitour shall bear no risk or liability for same. "High Risk Information" shall be defined as (a) social security numbers; (b) passport numbers or other government issued id numbers; (c) date of birth; (d) gender; (e) health or medical information; (d) financial account information, including payment card information; and (e) other information which a reasonable person would recognize as being high risk (but excluding, for example, contact information such as name, mailing address, email address, and phone number).

17. Laws and Disputes

All matters with respect to the Service, these Terms, and any Order Form, will be governed by the laws of the State of Delaware , United States of America, without regard to any conflict of law principles, and the parties agree to the sole and exclusive venue of the state and federal courts encompassing New York or Nassau Counties, New York for all matters arising with respect to same. The parties waive their right to a jury trial. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply hereunder.

18. Notice

Any notice hereunder shall be in writing and shall be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail; (ii) when delivered if delivered personally or sent by and received from express courier service; or (iv) when transmitted via email, but only if the receiving party acknowledges receipt by return email.

19. Non-Solicitation

User agrees that User, its organization and affiliates, will not attempt to hire, or assist in hiring anyone currently or previously employed by, engaged as an independent contractor, or part of the 3rd Party software development team by Virsitour. User further agrees that should such a situation occur, Virsitour would be caused irreparable harm and be entitled to injunctive relief.

20. Assignment

Except for assignment to a party's affiliate (any entity which directly or indirectly controls, is controlled by, or is under common control with such party), or in the case of a merger, acquisition or sale of all or substantially all assets not involving a direct competitor of the other party, neither party may assign or otherwise transfer any right or obligation set forth in the Agreement without the other party's prior written consent, not to be unreasonably withheld or delayed. Notwithstanding the foregoing, Virsitour may subcontract the provision of Services in whole or in part to a Virsitour affiliate. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

21. Force Majeure

Virsitour will not be in default or otherwise liable for any delay in or failure of its performance under these Terms if such delay or failure arises by any reason beyond its reasonable control, including any act of God, criminal acts, or any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delays in transportation or communications, Distributed Denial of Service attacks, or any act or failure to act by User, its employees, agents, or contractors. The parties will promptly inform and consult with each other as to any of the above causes that, in their judgment, may or could be the cause of a substantial delay in the performance of their respective obligations hereunder. Virsitour is not liable for excusable delay.

22. No Third-Party Beneficiaries

These Terms are not intended to, and do not confer any rights, benefits or remedies upon any person other than the parties.

23. Export Compliance

The Services and other technology Virsitour makes available, and derivatives thereof, may be subject to laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. User will not and will not permit Users to access or use the Service or transmit User Data to or from any country in violation of any U.S. law or regulation, including but not limited to export control regulations and those issued by the Office of Foreign Assets Control.

24. Compliance with Anticorruption Laws

24.1 User agrees that neither it, nor any officer, director, employee, subsidiary, affiliate, agent, representative or other person working on its behalf in connection with User's use of the Site or receipt of any Services, will violate any anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010. User represents and warrants that it will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. User also warrant and covenant that it and its officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any country which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, inter alia to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, "Covered Recipient" means a foreign official (including employees of government-owned or controlled entities), foreign political party (including any official thereof), official or employee of an international public organization, or candidate for foreign political office; and "Prohibited Purpose" means assisting a party to obtain or retain business for or with, to secure an improper advantage, or to direct business to, any person, by:

- **a)** influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity;
- **b)** inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty;
- **c)** securing any improper advantage; or
- **d)** inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof), including entities that are government-owned or controlled.

24.2 User further warrant that it will not engage in any commercial bribery, kickback schemes, or other forms of improper payments to any person, private or public, and agrees that it will not create or submit any false, inaccurate, or misleading invoices or

other business documents related to any use of the Site or Services. User will permit, upon request, Virsitour reasonable access to its books and records and/or to conduct periodic or ad hoc audits, as Virsitour deems necessary. Upon request, User agrees to provide Virsitour with a written certification attesting its compliance with the foregoing anticorruption requirements.

25. Press Releases; User List

User agrees that Virsitour may use its organization's name and logo to identify User as a User of Virsitour on Virsitour's website, in advertising matters of Virsitour and as a part of a general list of Virsitour's Users for use and reference in Virsitour's corporate and marketing literature. Additionally, User agrees that Virsitour may issue press releases identifying User as a Virsitour User.

26. Legal Fees

Virsitour shall be entitled to recover reasonable attorney's fees in the event Virsitour is the prevailing party in any legal action to enforce or interpret this Agreement.

27. Entire Agreement; Severability; Waiver

These Terms supersede any prior agreement or understanding between the parties whether oral or written in relation to its subject matter, and may only be modified by a written amendment signed by authorized representatives of each party, except solely in connection with continuing transactions, which may be transacted via email. Any additional or conflicting terms contained in any User purchase order, proposal or other document shall be deemed to be rejected by Virsitour without need of further notice of objection, even if such document is acknowledged or accepted by Virsitour, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Virsitour. The provisions of these Terms shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. Virsitour's failure to exercise or enforce any right, power or remedy under these Terms shall not operate as a waiver thereof.

A detailed project plan and timeline sample is included to reflect the development and implementation of all aspects of the solution. Dependencies for project initiation include resource availability and commitment from both User and Virsitour to achieve the items contained in the project plan. Any delays as a result of making resources available for the term of this project will not absolve User from their obligation to pay Software Service fees in accordance with the attached Order Form and Agreement and may result in additional fees. The following table summarizes the projected phases, timeline and deliverables: