

## VideoBooth.tv Administration Platform Terms and Conditions

These Modified Administration Platform Terms and Conditions DATED March 24, 2022 (these "Terms"), together with the order form executed and attached hereto (the "Order Form"), and any additional statements of work and any other exhibits, schedules and addenda attached hereto or to the Order Form constitute the software subscription and services agreement (the "Agreement") made and executed by and between Video Booth Systems Limited ("Video Booth" "our" or "ours"), and AppDynamics LLC and its affiliates ("Customer" or "you"). By executing the signature page to the Order Form or Statement of Work (collectively "Order Form" and in consideration of the mutual promises, and upon the terms and conditions set forth below and in the Order Form and intending to be legally bound, Video Booth and Customer hereby agree as follows:

Subject to these Terms, Video Booth grants to Customer a non-exclusive, non-transferable, non-sublicensable worldwide right and license to use the Service (defined below) as designated in the relevant Order Form.

Please note that these Terms between us, are only in the English language.

### 1. INFORMATION ABOUT US

- 1.1 We operate the website [www.videobooth2.tv](http://www.videobooth2.tv) and provide the Service to you. We are Video Booth Systems Limited, a limited company registered in England and Wales under company number 05411424 and with our registered office and main trading address at Unit 8 Schooner Park, Schooner Court, Crossways, Dartford, DA2 6NW. Our VAT number is 858 3660 87.

### 2. INTERPRETATION

- 2.1 Definitions. In these Terms, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or U.S. holiday).

Client Equipment: any equipment that you own or control and use to capture Participant Content that is subsequently transferred to a platform on our site, including (but not limited to) your own website, iPad or other device (but excluding a Unit).

Commencement Date: has the meaning set out in clause 3.2.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Participant: an individual who creates Participant Content, whether via our site, a Unit or via any other technical means supplied by you or a third party on your behalf or under your control, which is submitted to the platform on our site.

Participant Content: the material (including without limitation all text, information, data, images, audio or video material in whatever medium or form) recorded using the site, Unit(s), whether by you, your employees or any other persons authorised by you, which is subsequently transferred to our site.

Service: our website at [www.videobooth2.tv](http://www.videobooth2.tv) (our site) which enables you or a third party acting on your behalf (such as your PR company) to access the designated platform on our site using the log-in(s) provided by us in accordance with these Terms.

Terms: these terms and conditions as may be amended from time to time by you and us.

Unit: the equipment (such as a kiosk or booth) hired or sold (as the case may be) by us to you, including the software installed on it, for the purposes of enabling the Participant Content to be recorded.

2.2 Construction. In these Terms, the following rules apply:

- (a) references to the Service includes the content of the site (excluding Participant Content) (Content);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes emails.

3. BASIS OF CONTRACT

3.1 By asking us to arrange for you to be registered on our site, you confirm that:

- (a) you are legally capable of entering into binding contracts and, if you are entering into the Agreement on behalf of a business entity of any kind, that you are duly authorised by the legal entity on whose behalf you are registering to bind it to the Agreement;

3.2 Your registration for the Service shall only be deemed to be accepted when you sign an Order Form, at which point and on which ship date the Order Form between us shall come into existence (Commencement Date).

- 3.3 These Terms constitute the entire agreement between you and us, and you acknowledge that you have not relied on any statement, promise or representation (whether made or given by us or on our behalf) which is not set out herein.
- 3.4 Other than any documentation for the Service, any descriptive matter or advertising issued by us or displayed on our site is for the sole purpose of giving an approximate idea of the Service described in them. They shall not form part of these Terms or have any contractual force.
- 3.5 These Terms apply to the exclusion of any other terms that you may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### 4. YOUR OBLIGATIONS

- 4.1 You acknowledge and agree that:
- (a) we have sole and complete discretion as to the look, feel and Content of our site, and of the platforms made available on our site, and that we have the right in our sole discretion with prior written notice to you to remove any Participant Content from our platform(s) and / or our site that we reasonably believe not to comply with our website terms of use <https://videoboothsystems.com/terms-vbtv-terms-of-use/> (version 20-01) and acceptable use policy [https://videoboothsystems.com/terms-vbtv-platform-acceptable-use-policy \(version 20-01\) ;](https://videoboothsystems.com/terms-vbtv-platform-acceptable-use-policy (version 20-01) ;)
  - (b) you have sole responsibility for the Participant Content (whether recorded via our site, a Unit or captured through your own Client Equipment and subsequently transferred to a platform on our site). We do not own the Participant Content, and we have no control over the Participant Content beyond storing it on our platforms and making it available to you and to Participants and other third parties in accordance with these Terms. In particular we make no guarantee or representation to you that the Participant Content will be of satisfactory quality or suitable for your purposes;
- 4.2 You agree to provide true, accurate, current and complete information about your business as prompted by the Service registration process (Registration Details). You further agree that, in providing such Registration Details, you will not knowingly omit or misrepresent any material facts or information, and that you will promptly enter corrected or updated Registration Details via the Service, or otherwise advise us promptly in writing of any such changes or updates. You also agree to update your Registration Details (including, but not limited to, your current email address) as soon as they change.
- 4.3 You will:

- (a) provide us with such information and materials as we may reasonably require in order to supply the Service to you.

- 4.4 When your Participants register to use the Service, they will need to enter a unique user name and password to access your account (User ID). You agree that you will not knowingly allow Participants to share their User ID to access or use the Service under any circumstances, unless such person or company is a third party authorized by you to use the Service on your behalf. We are not liable for any liabilities or losses caused by or related to the theft of your User ID to the extent directly caused by your breach of your obligations under these Terms.
- 4.5 You are responsible for any and all use of your account, including any charges incurred relating to the Service. You agree to immediately notify us of any unauthorised use of your account or any other breach of security known to you.
- 4.6 We agree at our own expense to defend you against any third party claims, demands, suits, or proceedings alleging that the Service infringes or misappropriates any Intellectual Property Rights of a third party. If we believe the Service may infringe or may be alleged to infringe a third party's Intellectual Property Rights, then we may (a) obtain the right for you, at our expense, to continue using the Service; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Service so that they no longer infringe. If we do not believe that the foregoing options are commercially reasonable, then we may suspend or terminate your use of the impacted Service and provide a pro-rata refund of any fees prepaid by you applicable to the period following the termination of such Services. We further agree to defend you, at our own expense, from any and all claims, demands, suits, or proceedings brought against you by a third party to the extent such a claim arises from our breach of Section 8 (Confidentiality).

You will grant us the sole control of the defense and all related settlement negotiations, except that (a) you may assist in the defense with counsel of your choice at your own expense and (b) we will not agree to any settlement that imposes a material obligation on you without your prior written consent, which shall not be unreasonably withheld, conditioned or delayed.

We represent, warrant and agree to maintain a SOC 2 certification or equivalent certification and a written information security program appropriate for the Service, to follow industry-standard policies and provide features and internal practices to protect the security and integrity of data, to detect and prevent intrusions to the Service, and to require obligations consistent with the foregoing of our providers related to the Service and ensure such providers are subject to appropriate information security diligence reviews. We will notify you as soon as possible to [security@appdynamics.com](mailto:security@appdynamics.com) of any actual, suspected or threatened Security Incident (as defined below) involving Participant Content. For clarity, your Participant Content is Confidential Information. The notification

provided to you shall include, if known, and to our knowledge as of the time of notice: (i) the general circumstances and extent of any unauthorized access to Participant Content or intrusion into the computer systems or facilities on or in which Participant Content is maintained; (ii) which categories of Confidential Information were involved; (iii) the identities of all individuals whose data was affected; and (iv) steps taken to secure the data and preserve information for any necessary investigation. In the event of any data breach, we will assist you to provide notification and take other reasonable actions that you, in your reasonable discretion, determines necessary in mitigating the effects of such Security Incident, at our sole cost and expense, including but not limited to reimbursement of your reasonable out-of-pocket expenses in providing notification, credit reports and otherwise complying with the law with respect to such Security Incident. All such costs and expenses shall not be subject to the limitation of liability in clause 11.

We shall cooperate fully with you in investigating and responding to each successful or attempted security breach. "Security Incident" is when we know or have reason to know that: (i) we have experienced an incident resulting in the unauthorized acquisition or unauthorized use of unencrypted Confidential Information, or encrypted Confidential Information or key that is capable of compromising the security, confidentiality or integrity of Confidential Information that creates a substantial risk of identity theft or fraud; or (ii) Confidential Information was acquired or used by an unauthorized person or used for an unauthorized purpose.

## 5. USING THE SERVICE

Once we have accepted your registration as described in clause 3.2 above, you will be able to use the designated platform on our site for the purposes described in these Terms, using the log-in details we provide to you. It is a condition of you and / or your nominated representative being granted access to the Service that your and their use of the Service and of any Participant Content complies in all respects with:

- (a) the standards set out in our acceptable use policy <https://videoboothsystems.com/terms-vbtv-platform-acceptable-use-policy> (version 20-01); and
- (b) these Terms,

## 6. SUPPLY OF THE SERVICE

- 6.1 We represent, warrant and agree: (a) that the Service as defined in an Order Form will be provided in a professional and workmanlike manner by employees having suitable qualifications and a level of skill commensurate with the requirements of the Agreement; (b) that the Service will not infringe or misappropriate the Intellectual Property Rights of any third party, violate

applicable law, or contain viruses; (c) that we have full power, right and authority to enter into the Agreement, to carry out our obligations under the Agreement and to grant the rights granted to you herein; and (d) that we have not previously or otherwise granted nor will in the future grant any rights to any third party which conflict with the rights herein granted by us under the Agreement. We cannot guarantee that the Service will be fault free. If a fault occurs in the Service you should report it to us immediately by contacting us at [support@videobootsystems.com](mailto:support@videobootsystems.com)

- 6.2 Your access to the Service may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will provide advance written notice of any such non-availability and will use commercially reasonable efforts to restore the service as soon as we reasonably can.
- 6.3 We reserve the right at any time, with prior written notice to you, to make any changes to the Service, our site, or the platforms on our site to the extent necessary to comply with any applicable laws or regulations, provided that any such changes do not materially affect the nature or quality of the Service. If changes to the Service, our site, or the platforms on our Site result in a material decrease in core functionality, we will reasonably cooperate with you to remedy such change to your access to or use of such Service. If no remedy is reasonably available, you may terminate the applicable Order Form and we shall promptly provide you with a pro-rata refund of any unused prepaid amounts.
- 6.4 The Service does not include the provision of computer or other necessary equipment to access the Service. To use the Service you will require internet connectivity and appropriate telecommunication links. We will not be liable for any telephone or other costs that you may incur.
- 6.5 Registration for the Service is conducted in the English language only.

## 7. SUBSCRIPTION FEES

- 7.1 You will pay the monthly or annual subscription fees (as the case may be) for use of the Service, as mutually agreed and set forth in the applicable Order Form and/or invoice, with effect from the Commencement Date.
- 7.2 All subscription fees referred to in these Terms are exclusive of value added tax (where applicable), which shall be added to our invoice(s) at the appropriate rate.
- 7.3 We will invoice you on a monthly or annual basis (as the case may be) in advance in relation to the subscription fee, or as otherwise agreed in writing with us. Each invoice is due and payable 60 days after the invoice date, unless we have agreed otherwise in writing. If we have not received undisputed

payments within thirty days after the due date, then (without prejudice to any other rights and remedies we may have):

- (a) we shall be entitled to suspend provision of the Service without notice while the undisputed invoice(s) concerned remain unpaid.

## 8. CONFIDENTIALITY

"Confidential Information" means all information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party") that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information and the circumstances surrounding the disclosure. The Receiving Party will: (a) not use the Disclosing Party's Confidential Information for any purpose outside of the Agreement; (b) not disclose such Confidential Information to any person or entity, other than its affiliates, employees, consultants, agents and professional advisers (collectively, "Individuals") who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder, provided that such affiliates, employees, consultants, and agents are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this section; (c) use the highest standard of care to protect the confidentiality of such Confidential Information; and (d) ensure Individuals with access to Confidential Information are subject to individual confidentiality requirements at least as restrictive as those provided herein. If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and, to the extent within its control, permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide cooperation to the Disclosing Party in seeking to obtain such protection.

This section will not apply to information that the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt without any restriction on its disclosure; (b) is or has become public knowledge or publicly available through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any

confidentiality obligation; or (d) is independently developed by employees of the Receiving Party who had no access to such information.

9. Upon termination and as otherwise requested by you, we will promptly return to you all items and copies containing or embodying your Confidential Information.

**10. 'INTELLECTUAL PROPERTY RIGHTS**

- 10.1 We own all Intellectual Property Rights in or arising out of or in connection with the Service, the Content, the platforms and our site.

- 10.2 You own all Intellectual Property Rights in or arising out of or in connection with the Participant Content; however, you hereby grant to us a non-exclusive, worldwide licence to use the Participant Content you provide to us (solely to provide the Service during the term of the Agreement.

- 10.3 You warrant that you have obtained any and all such licences or consents necessary in respect of the Participant Content.

You shall defend us against any third party claims to the extent such claims arise out of or allege that any Participant Content infringes a third party patent, copyright, or trademark, and you shall pay all costs, damages and reasonable attorneys' fees that a court finally awards, provided that we will:

- (a) promptly notify you in writing of such claim or action;
- (b) make no admission or settlement without your prior written consent;
- (c) give you all the information and assistance that you may reasonably require in a timely manner; and
- (d) allow you complete control over any negotiations, litigation and settlement of any such claim or action.

**11. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 11.1 Without prejudice to our obligations under clause 6, the Service, our site and the platforms on it are provided by us without any warranties or guarantees. You must bear the risks associated with the use of the internet. Except as expressly and specifically provided in these Terms:

- (a) we shall have no liability for any damage directly caused by express written instructions provided by you in connection with the Service, or any actions taken by us at your express written direction; and
- (b) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.



- 11.2 Except for our breach of confidentiality in clause 8 and our obligations of indemnity in clause 4.6, and subject to paragraph 10.4, neither party shall be responsible for any indirect, incidental, special, punitive or consequential losses arising out of the Agreement, including but not limited to:
- (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of profits or contracts; or
  - (d) loss of anticipated savings.
- 11.3 Except for our breach of confidentiality in clause 8 and our obligations of indemnity in clause 4.6, and subject to paragraphs 10.2 and 10.4, neither party's liability shall exceed an amount equal to the total amount of the subscription fees paid or payable by you in the 12 months immediately preceding the claim giving rise to the damages in question.
- 11.4 The exclusions and limitations set out in this clause 11 do not exclude or limit in any way our liability for:
- (a) death or personal injury caused by our negligence or willful misconduct;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.5 This clause 11 will survive termination of these Terms and the Agreement for any reason.

**12. SUSPENSION AND CANCELLATION OF YOUR REGISTRATION**

- 12.1 We may suspend or cancel your registration and remove your access to the Service immediately at our reasonable discretion if you materially breach any of your material obligations under clause 5(a).
- 12.2 You can cancel your registration at any time by informing us in writing. If you do so, you must stop using the Service immediately, and we will make the Participant Content available for download for thirty (30) days post cancellation for you to download. After thirty (30) days we will delete Participant Content from our site and from any platform on our site or its back-ups (as applicable) after thirty (30) days in accordance with this clause.
- 12.3 The suspension or cancellation of your registration and/or these Terms and/or your right to use the Service shall not affect either your or our rights or liabilities.

### 13. GENERAL

#### 13.1 Event Outside Our Control:

- (a) For the purposes of the Agreement, Event Outside Our Control means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (involving our workforce), act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, or storm.
- (b) We will not be liable to you as a result of any delay or failure to perform our obligations under these Terms as a result of an Event Outside Our Control.
- (c) If the Event Outside Our Control prevents us from providing all or part of the Service for more than six weeks, we will, have the right to terminate these Terms immediately by giving written notice to you and provide you with a full refund for the remaining term pro-rated to the date of termination.

#### 13.2 Assignment and subcontracting:

- (a) We shall not, without your prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under these Terms.
- (b) You shall not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms.

#### 13.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with these Terms shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by email
- (b) Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, on the next Business Day after transmission.
- (c) This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action.

#### 13.4 Waiver:

- (a) A waiver of any right under the Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that or any other right or

remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- (b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

13.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

13.6 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.7 A person who is not a party to the Agreement shall not have any rights under or in connection with it.

13.8 Except as set out in these Terms, any variation, including the introduction of any additional terms and Terms, to the Agreement, shall only be binding when agreed in writing and signed by authorized representatives of you and us.

The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

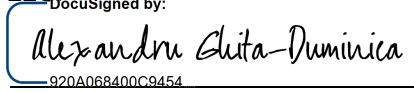
This Agreement is hereby accepted and agreed to by duly authorized representatives of Video Booth and Customer.

**Video Booth Systems Limited:**

Signature:  DocuSigned by: D5A29858AA09488...

Name: Jon Stones

**AppDynamics LLC:**

Signature:  DocuSigned by: 920A068400C9454

Name: Alexandru Ghita-Duminica

Title: Director  
Date: March 25, 2022

Title: General Counsel  
Date: March 25, 2022