

## SCHEDULE OF ADDITIONAL TERMS OF SERVICE FOR 6CONNEX SERVICES

**IMPORTANT- READ CAREFULLY: BY ACCESSING OR USING OUR SERVICES, WHETHER AS A PAID CUSTOMER OR FREE USER, ON BEHALF OF YOURSELF AND/OR YOUR COMPANY, YOU ARE EXPRESSLY AGREEING TO BE BOUND BY AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE OUR SERVICES, INCLUDING WITHOUT LIMITATION, ANY OF OUR MOBILE APPLICATIONS. YOU ARE ENCOURAGED TO PRINT OR DOWNLOAD THESE TERMS AND TO REGULARLY CHECK THIS WEBSITE TO OBTAIN TIMELY NOTICE OF ANY CHANGES TO TERMS, WHICH MAY OCCUR FROM TIME TO TIME AND AT ANY TIME WITHOUT NOTICE.**

PGi is an authorized reseller of certain online virtual environment platform application services (the "6 Connex Services" or "Services") provided by Dura 6C, LLC d/b/a 6Connex ("6Connex"). By using the Services, Customer agrees to the following Additional Terms of Service for 6Connex Services (these "Terms").

**Services.** PGi shall provide the Services hereunder as an authorized reseller of 6Connex. PGi may reject any request for 6Connex Services in its reasonable discretion.

**Pricing.** Pricing for the 6Connex Services may be modified from time to time on thirty days' prior written notice.

**Content.** Customer represents and warrants that it has all rights necessary to provide and license to PGi and its supplier all information and materials provided or submitted by or on behalf of Customer or its users for publication as part of the Services and that use of the information and materials to provide the Services will not infringe, misappropriate or violate intellectual property rights of any third party or violate any rights of publicity or privacy of any third party. Customer shall indemnify and hold harmless PGi (and 6Connex as supplier), its affiliates, and each of their respective owners, officers, managers, employees, agents, and representatives from and against any liability, damages, expenses and any other loss or harm resulting from Customer's breach of this representation and warranty.

**Security.** Customer acknowledges that the security of information transmitted over the Internet is not within PGi (or its suppliers) full control and as such neither PGi nor 6Connex can (and does not) guaranty the absolute security of the Customer Information.

**Sensitive Personal Information.** Customer acknowledges that the Services are not designed for processing Sensitive Personal Information, as defined below, and hereby releases PGi (and its suppliers) from any claim or liability arising from Customer's or its users' transmission of Sensitive Personal Information to or through the 6Connex Services. "Sensitive Personal Information" includes, but is not limited to, date of birth, Social Security number, driver's license number, other government-issued identification number, financial account number, credit or debit card number, insurance ID or account number, health or medical information, consumer reports, background checks, biometric data, digital signatures, any code or password that could be used to gain access to financial resources, any other unique identifier, or other personal data for which special protections are required by applicable privacy law.

**Restrictions.** Customer shall not, and shall not knowingly allow any third party to: (i) copy, use, or mirror for use all or any part of the Services on any site or system other than the 6Connex service environment, (ii) modify, translate, or otherwise create derivative works of the Services or any related technology, information or materials, except customizations of the visual elements templates made by means of the customization features of the Services, (iii) disassemble, decompile, reverse engineer, or otherwise attempt to derive the source code of the Services or any related technology, information or materials, except and only to the extent that such activities are expressly permitted by applicable law notwithstanding this limitation, (iv) use the Services by any means other

than an interface provided by 6Connex or PGi, or (v) distribute, sublicense, lease, resell or otherwise transfer rights to the Services to a third party.

**6Connex Trademark(s).** Customer consents to the display of the 6Connex name and "powered by 6Connex" inside the virtual environment during events and agrees that any goodwill arising from the use of 6Connex' trademarks inures exclusively to the benefit of 6Connex.

**DISCLAIMER.** AS BETWEEN CUSTOMER AND PGi, PGi MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AND SPECIFICALLY DISCLAIMS ANY IMPLIED OR STATUTORY WITH RESPECT TO THE SERVICES, SUCH AS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT MAY ARISE THROUGH A COURSE OF DEALING. SPECIFICALLY, BUT WITHOUT LIMITATION, PGi DISCLAIMS ANY WARRANTIES THAT (I) THE SERVICES WILL BE COMPLETELY SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (II) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS; (III) ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (IV) THE SERVICES WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE.

**LIMITATION ON LIABILITY.** EXCEPT TO THE EXTENT THE FOLLOWING LIMITATION IS NOT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF PGi TO CUSTOMER AND CUSTOMER'S USERS ARISING IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICES IS LIMITED TO THE LESSER OF (I) THE APPLICABLE LIABILITY CAP IN THE AGREEMENT AND (II) \$200,000.

**General.** Any use of the words "sell," "buy," or "purchase" as applied to the Virtual Environment Platform refer to the purchase or sale of a license. These Terms are not intended and shall not grant or convey any license or right, by implication or estoppel. The 6Connex Services and all associated intellectual proprietary rights are the sole property of PGi and/or its suppliers.

**Third Party Beneficiary.** 6Connex is not responsible to Customer for the provision of the Services. 6Connex has agreed to provide the Services to PGi for PGi's use in selling and providing 6Connex Services to Customer. PGi, and not 6Connex, is responsible to Customer for the provision of the Services; provided that 6Connex shall be deemed a third party beneficiary of these Terms.

**Waiver of Jury Trial.** EACH PARTY HEREBY EXPRESSLY WAIVES THE RIGHT TO JURY TRIAL IN ANY ACTION BROUGHT UNDER, TO ENFORCE, TO CONSTRUE, OR THAT IS OTHERWISE RELATED TO THESE TERMS.