

THE BOXOFFICE COMPANY (GLASGOW) LIMITED

MASTER SERVICES AGREEMENT

July 2024

The present “**Master Services Agreement**” or “**MSA**” applies to the services provided to the Exhibitor by The Boxoffice Company (Glasgow) Limited, a limited liability company, with offices at 152 West Regent Street, Glasgow, UK G2 2RQ (the “**Company**”) and forms, together with the Services Agreement, the “**Agreement**” applicable to the Parties.

Article I

DEFINITIONS AND ORDER OF PRECEDENCE

Section 1.1 Definitions. Except as otherwise provided in the Service Agreement or in the present Terms and Conditions, the following terms shall be defined as follows:

- “Exhibitor” shall refer to the company which has concluded the Service Agreement with Company;
- “Party”/”Parties” shall refer to Exhibitor and/or Company, individually or collectively.
- “Services Agreement” shall refer to the services agreement signed by the Parties;

Section 1.2 Order of precedence. In case of any conflict of interpretation between the terms of this MSA and the Services Agreement, the Services Agreement shall prevail.

ARTICLE II

TERMS AND CONDITIONS OF SERVICES

Section 2.1 Representations and Warranties of the Exhibitor. The Exhibitor hereby represents and warrants to Company as follows:

The Exhibitor is a corporation duly organized, validly existing and in good standing and has all requisite corporate power and authority to carry out the transactions contemplated by this Agreement.

The execution, delivery and performance by the Exhibitor of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite corporate action by the Exhibitor and this Agreement constitutes a valid and binding obligation of the Exhibitor, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors’ rights generally.

Section 2.2 Representations and Warranties of Company. Company hereby represents and warrants to Exhibitor as follows:

Company is a corporation duly organized, validly existing and in good standing under the laws of Scotland and has all requisite corporate power and authority to carry out the transactions contemplated by this Agreement.

The execution, delivery and performance by Company of this Agreement and the transactions contemplated hereby have been duly authorized by all requisite corporate action by Company and this Agreement constitutes a valid and binding obligation of Company, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally.

ARTICLE III

PAYMENT PROCEDURES

Section 3.1 Payment Procedures. For One off fees, the invoices will be split in half, where the first half will be paid in advance of work starting and the second half will be paid on delivery for all sums greater than \$5000.

For Ongoing fees, Company will bill the Exhibitor on a quarterly basis in advance and payment of monthly invoices shall be payable immediately on receipt at the beginning of the new quarter.

Section 3.2 Late Payment Interest. Company reserves the right to change the rates set forth in Section 1.3 above upon ninety (90) days written notice to the Exhibitor, effective only after the first twenty-four (24) months of Service. If Exhibitor elects to reject the rate adjustment, Exhibitor must provide Company written notice of its rejection of rate increase no less than sixty (60) days prior to such rate adjustment taking effect. Company may elect to terminate this Agreement within one hundred and eighty (180) days of rejection notice by Exhibitor.

Any increase in rates will not exceed the average UK inflation rate for the preceding 12 months of the date of notice as measured by the UK Office for National Statistics. <https://www.ons.gov.uk/economy/inflationandpriceindices>

ARTICLE IV

TERMINATION

Section 4.1 Termination for Cause. Notwithstanding the foregoing, this Agreement may be terminated by either party immediately if either party: (i) becomes insolvent; (ii) files a petition in bankruptcy; (iii) makes an assignment for the benefit of its creditors; or (iv) breaches any of its obligations under this Agreement in any material respect, which breach is not remedied within thirty (30) days following written notice to the other party.

Section 4.2 Early Termination for Convenience. Exhibitor reserves the right to terminate any Service included in this Agreement, or this Agreement in its entirety, for cause or no cause with thirty (30) day written notice to Company. In the event of any such termination, in whole or in part, Exhibitor agrees to pay, within thirty (30) days of termination date, its outstanding account balance and one hundred percent (100%) of all fees due to the Company through the conclusion of the then-current Term. In the event that such fees due are variable, e.g. ticketing

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fees, the average of the previous three (3) months of fees will determine the fees due. If fewer than three (3) months of variable fees are available, Exhibitor agrees to present any available historical data to determine the amount due to the Company.

Section 4.3 Termination Upon Sale of Exhibitor. In the event that Exhibitor is sold or acquired during the Term of this Agreement, notice will be communicated to Company in a timely written manner, not to exceed thirty (30) days of such an occurrence. If successors choose not to continue this Agreement, then upon such notice, (i) all open invoices for Company Services rendered to Exhibitor will become immediately due and payable by Exhibitor or successors; and (ii) through the end of the then-current Term of this Agreement, successors will continue to be invoiced for, and pay, per Section 3.1, all fixed recurring fees contained in the Services Agreement.

ARTICLE V

INTELLECTUAL PROPERTY RIGHTS

Section 5.1 Intellectual Property. Except for any rights expressly granted under this Agreement (i) nothing in this Agreement will function to transfer any of either Party's intellectual property rights (hereinafter referred to as "Intellectual Property Rights" or "IPR") to the other Party, and (ii) each Party will retain exclusive interest and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement. Exhibitor retains IPR over all content, graphics and any other content originated or created by Exhibitor and incorporated into the Services in the Services Agreement. Company shall retain IPR to the technical framework, the source code or APIs that are used as part of the performance of the Company Services.

ARTICLE VI

INDEMNIFICATION AND COMPLIANCE WITH APPLICABLE LAWS

Section 6.1 Exhibitor Indemnification. Exhibitor, at its own expense, will indemnify, defend and hold harmless Company, its affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against Company or any such party to the extent based on or arising from (a) a claim that the Showtime Data (as defined in the Services Agreement), movie information including but not limited to movie image(s), movie trailers and movie synopsis (collectively "Movie Metadata"), or any Exhibitor brand feature is inaccurate or infringes in any manner any Intellectual Property Right of any third party or contains any material or information that is obscene or defamatory, or that violates any person's right of privacy, or (b) Exhibitor's failure to comply with all applicable laws with respect to publication of any Showtime Data or Movie Metadata; provided, however, that in any such case: (i) Company provides Exhibitor with prompt notice of any such claim; (ii) Company permits Exhibitor to assume and control the defense of such action, with counsel chosen by Exhibitor; and (iii) Exhibitor does not enter into any settlement or compromise of any such claim without Company's prior written consent, which shall not be unreasonably withheld. If Exhibitor does not assume and control the defense of such action,

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then, to the extent arising from such claim, Exhibitor will pay reasonable costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Company or any indemnified party hereunder in connection with or arising from any such claim, suit, action or proceeding. It is understood and agreed that the Company does not intend and will not be required to edit or review for accuracy or appropriateness any Showtime Data.

Section 6.2 Company Indemnification. Company, at its own expense, will indemnify, defend and hold harmless Exhibitor, its affiliates and their employees, representatives, agents and affiliates, against any claim, suit, action, or other proceeding brought against such party to the extent based on or arising from (a) a claim that Company Services used by Exhibitor in accordance with this Agreement infringe third party intellectual property rights ; provided, however, that in any such case: (i) Exhibitor provides Company with prompt notice of any such claim; (ii) Exhibitor permits Company to assume and control the defense of such action, with counsel chosen by Company; and (iii) Company does not enter into any settlement or compromise of any such claim without Exhibitor's prior written consent, which shall not be unreasonably withheld. If Company does not assume and control the defense of such action, then, to the extent arising from such claim, Company will pay reasonable costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by Exhibitor hereunder in connection with or arising from any such claim, suit, action or proceeding.

ARTICLE VII LIMITATION OF LIABILITY

Section 7.1 Indirect damages. Except as provided in Article VI with respect to each parties' indemnification obligations, under no circumstances shall either party or their respective affiliates have any liability or responsibility to the other under this Agreement for any loss of business, loss of anticipated profits or any incidental, consequential, special or exemplary damages whatsoever and however caused, including for any interruption or loss of service or use of the Showtime Data.

Section 7.2 Limitation of liability. Except in case of gross negligence or intentional or willful misconduct, Company's liability for any breach of this agreement shall be limited to the payment(s) received hereunder for the month(s) during which such breach occurred.

ARTICLE VIII DISCLAIMER OF WARRANTY

Company disclaims all warranties with regard to service provided under this Agreement including, without limitations, all implied warranties of merchantability and fitness for a particular purpose.

ARTICLE IX CONFIDENTIALITY

Section 9.1 Each Party undertakes to:

- Keep confidential all information it receives from the other Party or to which it will have access in connection with the performance of the Agreement identified as confidential or to be reasonably regarded as confidential having regard to the circumstances of disclosure;
- Not to disclose, communicate and/or disseminate, directly or indirectly, all or part of the confidential information belonging to, concerning or in relation with the other Party to any third party, other than employees or agents who need to know it;
- Only use confidential information belonging to, concerning or in relation to the other Party for the purpose of exercising its rights and fulfilling its obligations under the Agreement.

Section 9.2 Notwithstanding the foregoing, no Party shall have any obligation in respect of information which:

- Is known to the receiving Party before the other Party discloses it to it;
- Has fallen or could fall into the public domain independently of a fault by the receiving Party;
- Is independently developed by the receiving Party;
- Is disclosed after written agreement of the Party owning or affected by the information disclosed;
- Is legitimately received from a third party not subject to a confidentiality obligation;
- Should be disclosed by law or by order of a court (in which case it shall only be disclosed to the extent required and after informing the Party which provided it in writing).

Section 9.3 The obligations of the Parties with regard to confidential information shall remain in force throughout the term of the Agreement and for a period of two years after the termination of the Agreement.

Section 9.4 The Parties further undertake to ensure compliance with these provisions by their staff and by any employee or third party who may intervene in any capacity whatsoever within the framework of the Agreement.

ARTICLE X PRIVACY

Section 10.1 Each Party shall comply with all laws and regulations of the relevant jurisdictions that apply to the usage and provision of the Services under this Agreement, including, but not limited to, as applicable, the Regulation (EU) 2016/679 for the European Union, the UK GDPR (the “Applicable Data Privacy Laws”).

Section 10.2 “Personal Data” means any information relating to an identified or identifiable natural person, or as otherwise defined in Applicable Data Privacy Laws.

Section 10.3 Exhibitor authorizes Company to process Personal Data solely as strictly necessary for the performance of this Agreement or as otherwise required by laws, in which case Company shall notify Exhibitor in advance of such law, unless prohibited from doing so. Exhibitor shall not process or permit Company to process any Personal Data, in breach of any Applicable Data Privacy Laws. If Company becomes aware of any such violation, it shall inform Exhibitor immediately. Parties agree and acknowledge that Company shall be deemed acting on Exhibitor’s instructions in performing its obligations under this Agreement.

Section 10.4 Both Parties shall implement appropriate technical and organizational security measures to protect Personal Data against the unauthorized or unlawful destruction, loss, alteration, disclosure or access to Personal Data.

Section 10.5 If applicable to the scope of Services provided under this Agreement, Parties shall conclude the data processing agreement available at <https://company.boxoffice.com/legal-hub/> for the processing and cross-border transfer of Personal Data from individuals within the European Union or the United Kingdom (“Data Processing Agreement”). Exhibitor can download the Data Processing Agreement from Company’s website and return it signed to Company’s attention.

ARTICLE XI NOTICES

Any notice shall be sent to the business contacts identified in the Service Agreement signed by the Parties. All notices, requests, demands or other communications given under or in accordance herewith shall be in writing and delivered personally, by electronic mail or facsimile, by mail, or by a nationally recognized courier service addressed to the parties concerned to the addresses and facsimile numbers set forth below. Communications delivered personally, by electronic mail or facsimile or by courier service shall be deemed effective upon receipt. Those delivered by mail shall be deemed delivered three (3) days after deposit in the mail, certified or registered, and with postage prepaid addressed to the principal place of business of both parties as shown below. Addresses and electronic mail addresses and facsimile numbers for such communications may be changed at any time and from time to time by notice.

ARTICLE XII MISCELLANEOUS

Section 12.1 Amendments or Modifications. Any amendments or modification of any provision of this Agreement must be in writing, dated, and signed by both Parties.

Section 12.2 No Assignment. This Agreement will bind and inure to the benefit of each party’s permitted successors and assigns. The Exhibitor may not assign this Agreement, in whole or in part, without the Company’s written consent. Any attempt to assign this Agreement other than in accordance with this provision shall be null and void.

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Section 12.3 Applicable Law; Dispute Resolution.

(a) Applicable Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of Scotland without regard to conflict of laws principles. Any dispute relating to this Agreement shall be adjudicated in Scotland. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to this Agreement, and whether made by claim, counterclaim, third party claim or otherwise. The agreement of each party to waive its right to a jury trial will be binding on its successors and assigns.

(b) Escalation. All disputes, controversies or differences (“Disputes” or individually the “Dispute”) which may arise between the parties, out of, or in relation to or in connection with this Agreement, or for the breach of it that are not resolved within seven (7) days of the occurrence of the Dispute shall be escalated to a senior manager of each party who will use all reasonable endeavors to resolve the Dispute.

(c) Further Escalation. All Disputes that remain unresolved within fourteen (14) days of being escalated under Section 12.3(b) above shall be further escalated to the most senior director of each party who will use all reasonable endeavors to resolve the Dispute.

(d) Save where urgent legal action is required or prudent neither party may issue legal proceedings against the other until the above dispute resolution procedure has been exhausted.

Section 12.4 Guaranteed Payment. The undersigned does hereby personally guaranty payment for services rendered. If any corporate entity fails to pay any undisputed invoice resulting from this Agreement the party executing this Agreement shall hereby pay any such fee on the Exhibitor’s behalf.

Section 12.5 Non-Solicitation. Exhibitor agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of Company assigned by Company to perform any service for or on behalf of Exhibitor for a period of two (2) years after Company has completed providing service to Exhibitor. In the event of Exhibitor’s violation of this provision, in addition to injunctive relief, Company shall recover from Exhibitor an amount equal to such employee’s salary based upon the average three (3) months preceding employee’s termination of employment with Company times twelve, together with Company’s counsel and expert witness fees.

Section 12.6 Severability. If any provision of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

Section 12.7 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement except by written instruments signed by the party charged with the waiver or estoppel; no written waiver shall be deemed a continuing waiver unless specifically stated therein, and the written waiver shall operate only as to the specific term or condition waived, and not for the future or as to any other act than that specifically waived. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of

this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute waiver of any such breach or any other covenant, duty, agreement or condition.

Section 12.8 No Third-Party Beneficiary; Binding Effect. Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person or entity other than the parties any right, remedy or claim, legal or equitable, and this Agreement and all its provisions are intended to be, and shall be, solely and exclusively for the benefit of the parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives and permitted assigns.

Section 12.9 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking action as may be necessary or appropriate to achieve the purposes of this Agreement.

Section 12.10 No Offer; Mutual Drafting. Submission of this Agreement for examination, negotiation, or signature does not constitute an offer, and this Agreement shall not be effective until it is duly executed and delivered, if at all, by Company and Exhibitor. The drafting and negotiation of this Agreement has been fully participated in by Company and Exhibitor and, for all purposes, this Agreement shall be conclusively deemed to be jointly drafted by Company and Exhibitor.

Section 12.11 Force Majeure. Unless otherwise agreed in writing between the parties expressly or impliedly, where a party fails to perform one or more of its contractual obligations, the consequences set out herein will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the execution of the Agreement; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.

A party invoking this Section shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or

supplies to the extent not subject to the reason control of the subject party (“Force Majeure Event”).

This provision shall become effective only if the party failing to perform notifies the other party within five (5) business days of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event, and takes all reasonable steps to minimize damages and resume performance.

Section 12.12 Counterparts. This Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute one and the same instrument binding on the Parties hereto. Delivery of an executed counterpart of this Agreement, by facsimile, electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement. An electronic signature on the Agreement has the same effect as an original signature.