

Exhibit A
General Terms and Conditions (the “Terms”)

1. DEFINITIONS.

“**Affiliate**” means any business entity that directly or indirectly controls, is controlled by, or is under common control with either party. A business entity shall be deemed to “**control**” another business entity if (i) it owns, directly or indirectly, at least fifty percent (50%) of the issued and outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity, or (ii) it has the de facto ability to control or direct the management of such business entity.

“**Agreement**” means the Manicure Machine Lease Agreement between 10Beauty and Lessee, as mutually amended and/or restated by the parties from time to time.

“**Customers**” means customers receiving manicures by Lessee’s use of the Machine pursuant to Lessee’s regular business operations.

“**Documentation**” has the meaning set forth in Section 2.b.

“**Feedback**” has the meaning set forth in Section 6.a.

“**10Beauty Intellectual Property**” has the meaning set forth in Section 6(a).

“**Launch Date**” means the date on which 10Beauty determines in its sole discretion that the Machine is ready for installation and use by Lessee.

“**Law**” or “**Laws**” means any international, national, state and/or local laws, rules, orders, ordinances, regulations, directives, statutes, court or agency decisions or similar acts of governmental authority.

“**Lessee**” means the party identified as “**Lessee**” in the Agreement and any Affiliates identified as, or otherwise deemed to be a party to the Agreement.

“**Machine**” has the meaning set forth in Section 2.a.

“**Maintenance and Support Services**” means the maintenance and support services specified in Section 3.d.

“**Pods**” means pods provided by 10Beauty for use with the Machine pursuant to the Agreement.

“**Professional Services Fee**” has the meaning set forth in Section 5.b.

“**Proprietary Rights**” means all intellectual property and proprietary rights anywhere in the world.

“**Services Agreement**” means a Master Services Agreement executed by 10Beauty and Lessee.

“**Lease Fee**” has the meaning set forth in Section 5.a.

“**Pod Fee**” has the meaning set forth in Section 5.c.

“**Term**” has the meaning set forth in Section 7.a.

“**Update**” means any update, bug fix, patch, correction or minor hardware or software modification of the Machine.

2. PROVISION OF MACHINE AND GRANT OF LICENSE.

a. License. 10Beauty will provide to Lessee a machine or machines that comprise and incorporate 10Beauty’s proprietary hardware and software for providing manicures to persons (the “**Machine**”) and Pods configured for use with the Machine, each as specified in the Agreement. 10Beauty hereby grants to Lessee a non-exclusive, non-sublicensable and non-transferable (except to assignees permitted under Section 14.f.), limited license to use the Machine and the Pods, solely

pursuant to these Terms and the Agreement (further subject to any order of precedence expressly specified in the Agreement), and in connection with Lessee's own business use with Lessee's Customers in accordance with the Documentation.

b. Documentation. 10Beauty grants to Lessee a non-exclusive, non-sublicensable and non-transferable, limited license solely for Lessee's internal use, to copy the user manuals and other written materials delivered by 10Beauty to Lessee or otherwise accessible to Lessee from time to time, in any medium, relating to the access, use and operation of the Machine and/or describing a feature or function thereof (the "**Documentation**") and distribute such copies within Lessee's business, only as reasonably necessary to exercise the license granted to Lessee in Section 2.a.

c. Reservation of Rights. The Agreement grants Lessee only the right to use the Machine as set forth herein and does not convey or transfer title to or ownership of the Machine to Lessee. All rights not expressly granted therein are reserved by 10Beauty, and no other licenses are granted therein by implication, estoppel or otherwise. Lessee shall upon termination of the Agreement, promptly return the Machine to 10Beauty.

d. Restrictions. Lessee may not use the Machine, Pods, or Documentation, except as expressly set forth in Section 2.a. Lessee shall not, and shall not permit any third party to, (i) copy, modify, duplicate, create derivative works of the Machine, Pods, and/or any component thereof; (ii) access, use, distribute, sell, transfer, encumber, sublicense, rent, loan, lend or lease the Machine and/or any component thereof to any third party; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the

internal operation or components of or any underlying ideas or algorithms of any portions of the Machine and/or any component thereof, including software, except to the extent permitted by applicable Law; (iv) provide temporary access to the Machine to any party other than its Customers during use of the Machine to provide manicures to such Customers, unless the foregoing is for purposes of promoting the Machine or to enhance a potential user's understanding of the Machine's features; (v) use the Machine to provide any services to other than Lessee's own Customers pursuant to Lessee's regular business operations, unless the foregoing is for purposes of promoting the Machine or to enhance potential user's understanding of the Machine's features; (vi) make any claim or take any action to which Lessee does not have a right and is adverse to 10Beauty's ownership of 10Beauty Intellectual Property or (vii) knowingly engage in any action that tends to falsely disparage, dilute the value of, or reflect negatively on the Machine, any other 10Beauty product or materials provided by 10Beauty, or any 10Beauty trademark; or (viii) alter, obscure, or remove any of 10Beauty's trademarks or trademark or copyright notices or any other proprietary rights notices placed on the Machine, marketing materials, or other materials or products that 10Beauty may provide.

e. Cooperation. Lessee shall cooperate with 10Beauty and shall render commercially reasonable assistance requested by 10Beauty in preventing and identifying any use of or access to the Machine, by Lessee personnel or anyone else under the control of Lessee and is in violation of the terms and restrictions of this Section 2.

3. INSTALLATION, CONFIGURATION, MAINTENANCE AND SUPPORT SERVICES.

a. Installation and Configuration Services. 10Beauty will deliver the Machine and assist in installation and configuration following execution of the Agreement and prior to the Launch Date. If the Agreement is terminated in accordance with the Agreement or these Terms, 10Beauty shall refund to Lessee a pro-rata refund of any Lease Fees pre-paid by Lessee.

b. Updates. During the Term, 10Beauty may at its sole discretion make Updates to the Machine. 10Beauty may make Updates via electronic exchange with the Machine or exchange of a Machine with a Machine incorporating such Updates, as appropriate and at 10Beauty's sole discretion. 10Beauty shall make available to Lessee any Updates or any product enhancements, upgrades, accessories, or new features that that 10Beauty markets separately to others for an additional fee, subject to mutually agreeable terms memorialized between Lessee and 10Beauty in writing. 10Beauty shall offer Lessee the opportunity to upgrade to subsequent versions of the Machine, subject to mutually agreeable terms memorialized between Lessee and 10Beauty in writing.

c. Training. 10Beauty will provide training related to implementation and use of the Machine as set forth in the Agreement. Additional training is available at no cost to Lessee, as mutually agreed in writing.

d. Maintenance and Support Services. 10Beauty will provide the following maintenance services with respect to the Machine at no cost to Lessee. (**"Maintenance and Support Services"**):

1. Provide support to Lessee between the hours of 8 a.m. to 6 p.m., Eastern Time, Monday through Friday, except on nationally recognized holidays. Support will be provided using various methods to be reasonably determined by 10Beauty, which

may include email, telephone, and support e-learning videos. Information to access such support will be provided prior to and following the Launch Date.

2. Provide service at 10Beauty's service sites to repair malfunctions that impair Lessee's use of the Machine. Unless resulting from an act or failure to act that constitutes negligence or willful misconduct on the part of Lessee, 10Beauty will be responsible for costs relating to shipping the Machine and any other equipment or materials requested by the service site technician to and from the service site. 10Beauty may in its sole discretion either repair or replace such Machine and provide such repaired Machine or replacement to Lessee within a reasonable time but in no event less than 15 days. In the event a repair or replacement has not been made by 10Beauty within 72 hours of written notification to 10Beauty, Lessee shall have the right to deduct partial Lease payments related to any malfunctioning Machine. The amount deducted will be calculated by dividing the Lease payment by the number of days in the month to determine the daily Lease payment for that month and then multiplying the daily Lease payment by the number of days in excess of 72 hours from written notification that Lessee was unable to operate the Machine successfully, until the date the Machine (or a new Machine) is functioning properly. Lessee will be liable for damage to the Machine, to the extent Lessee has caused such damage.

4. **FURTHER OBLIGATIONS.**

a. Consumer Protection. Lessee and 10Beauty shall comply with all applicable Laws relating to consumer protection, marketing, and promotion with respect to providing, marketing, or promoting access to the Machine.

b. Lessee Equipment. Other than the

Machine, Pods, and any accessories provided by 10Beauty that Lessee may purchase under the Agreement, Lessee is responsible for all other services, equipment and facilities required to use the Machine.

c. Care and Security of the Machine. Lessee agrees to reasonably protect and secure the Machine from theft or damage, in accordance with the instruction and training provided to Lessee, and to not alter or tamper with the Machine and to take commercially reasonable steps to prevent others from doing so. Lessee shall promptly notify 10Beauty of any damage to the Machine. If the Machine is destroyed beyond repair due to Lessee's negligence or willful misconduct, Lessee agrees to pay a replacement cost of eight hundred dollars (\$800) for each such Machine.

5. FEES.

a. Lease Fees. In consideration of the Machine provided by 10Beauty hereunder, Lessee shall pay to 10Beauty a lease fee (the "**Lease Fee**") specified in the Agreement. Lease Fees, including prepaid Lease Fees, shall be non-refundable, except as expressly provided in these Terms.

b. Professional Services Fee. Lessee shall pay to 10Beauty the Professional Services Fee specified in the Agreement (the "**Professional Services Fee**"). The Professional Services Fee, if any, is intended to cover the setup and configuration of each Machine.

c. Pod Fees. In consideration of the Pods provided by 10Beauty hereunder, Lessee shall pay to 10Beauty the Pod Fees for provision to Lessee of the number of Pods as set forth in the Agreement. Except as set forth in the Agreement, Pod Fees shall be non-refundable.

6. INTELLECTUAL PROPERTY OWNERSHIP.

a. 10Beauty Intellectual Property. As between the parties, the Machine, Pods, Documentation, and all Proprietary Rights embodied therein (collectively, the "**10Beauty Intellectual Property**") shall remain the sole and exclusive property of 10Beauty or its licensors. Any goodwill derived from the use by Lessee of any 10Beauty Intellectual Property inures to the benefit of 10Beauty. In addition, 10Beauty shall own any and all information, data (with the exception of personally identifiable customer data received from Lessee) and feedback concerning use or operation of the Machine, the Pods, and any and all modifications, design changes, features and improvements to the Machine or Pods suggested by Lessee, or any of its officers, directors, employees or agents, shall be considered, collectively, "**Feedback**", and 10Beauty shall have the right to use in any manner and for any purpose whatsoever, any and all Feedback. 10Beauty shall not identify Lessee as the source of any Feedback. For avoidance of doubt, any Confidential Information of Lessee shall not be considered Feedback. Lessee agrees to assign and does hereby assign to 10Beauty all right, title and interest that Lessee may acquire in and to any and all 10Beauty Intellectual Property and Feedback. Nothing in the Agreement or these Terms shall be deemed to grant Lessee any ownership right or title of any kind in or to any 10Beauty Intellectual Property or Feedback.

7. TERM AND TERMINATION.

a. Term. The Agreement commences on the Effective Date and continues in effect for the time period specified in the Agreement (including all extensions and renewals permitted under the Agreement) unless and until terminated earlier in

accordance with the Agreement or these Terms, subject to any order of precedence expressly specified in the Agreement.

b. Termination. The Agreement may be terminated by either party in the event the other party materially breaches any provision of the Agreement and fails to completely cure the breach within thirty (30) days (ten (10) business days in the event of a breach of Lessee's payment obligations) following the non-breaching party's written notice of the breach to the breaching party; provided, however, that: (i) Lessee's breach of any of its obligations in Section 2.d and (ii) either party's breach of such party's obligations under Section 6 or Section 13, shall be incapable of a cure and, in such event, the non-breaching party shall have the right to terminate the Agreement within ten (10) days (or immediately upon written notice in the case of a breach of Section 13) of written notice to the breaching party. The Agreement also may be terminated upon mutual written agreement of the parties specifying the date and terms of such termination.

c. Effect of Termination. Upon the day of expiration or any termination of the Agreement, all rights and licenses granted to Lessee under Section 2.a and Section 2.b of these Terms shall immediately terminate and revert to 10Beauty and Lessee shall cease all use and refrain from all further use of the Machine and software provided with or for the Machine. Promptly upon termination of the Agreement, Lessee shall return the Machine to 10Beauty at Lessee's expense. Additionally, promptly after termination of the Agreement, each party shall return or destroy, at the other party's direction, all Confidential Information of the other party in the receiving party's possession. Nothing in this Section 7.c shall be deemed to limit the provisions of Section 6 of these Terms or 10Beauty's

rights thereunder.

d. No Liability for Termination. Without limiting either party's liability arising out of a breach of the Agreement or these Terms, neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party arising from or incident to any termination of the Agreement by a party acting in compliance with the Agreement and these Terms, whether or not the terminating party is aware of any such damage, loss or expenses.

e. Survival. This Section 7.e, Sections 5, 6, 7(c), 7(d) and 8 to 14 of these Terms, shall survive the expiration and any termination of the Agreement.

8. **ADDITIONAL SERVICES.**

Lessee may, from time to time, request that 10Beauty provide custom services relating to the Machine, create customized enhancements to the Machine or provide consulting, support, maintenance, or other services relating to the Machine and/or the Pods, not included in Maintenance and Support Services ("**Additional Services**"). The requirement for and terms of 10Beauty's performance of such Additional Services shall be set forth in: (i) a separate Services Agreement signed by both parties; or (ii) the Agreement itself.

9. **PAYMENT TERMS.**

a. Payment of Fees. The first Lease Fee payment shall be due and payable in advance upon the Execution Date, and subsequent Lease Fees payments shall be due and payable as specified in the Agreement. Pod Fees shall be due and payable as specified in the Agreement. 10Beauty will invoice Lessee for all other fees payable under the Agreement and, unless otherwise mutually agreed, all such undisputed other fees are due within thirty

(30) days following the date of receipt of the invoice. All payments will be made in U.S. dollars to 10Beauty at the address specified in the Agreement, or such other address that 10Beauty may designate in writing from time to time.

b. Taxes. Lessee shall be responsible for the payment of any applicable sales or use taxes or any value added or similar taxes payable with respect to Lessee's use of the Machine or Pods, or otherwise arising out of or in connection with the Agreement, other than taxes levied or imposed based upon 10Beauty's personal property ownership or net income. In the event that 10Beauty pays any taxes on behalf of Lessee, Lessee shall immediately pay and reimburse 10Beauty for such taxes, including any penalties and interest that are incurred as a result of any action or omission by Lessee, as well as any costs associated with the collection or withholding thereof. Without limitation of the foregoing obligations of Lessee, 10Beauty shall collect from Lessee applicable sales tax on the Lease and Pod Fees.

10. **WARRANTY.**

a. Authority. Each party represents and warrants to the other party that: (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into the Agreement; and (ii) to its knowledge, the execution, delivery and performance of the Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b. General. 10Beauty warrants to

Lessee that: (i) the Machine and Pods, when operated in accordance with the Documentation, will perform the functions described in the Documentation; and (ii) the Maintenance and Support Services will be performed consistent with generally accepted industry standards. These warranties extend only to Lessee. Without limiting 10Beauty's obligations set out elsewhere in the Agreement, 10Beauty does not warrant that the Machine or Pods is/are error free, that Lessee will be able to operate them without problems or interruptions, or that it is not susceptible to mechanical or other failure. EXCEPT AS EXPRESSLY SET FORTH IN The Agreement, THE MACHINE, THE PODS AND ALL OTHER SERVICES AND PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, OTHER THAN AS SET FORTH EXPRESSLY HEREIN OR IN THE AGREEMENT.

11. **INDEMNIFICATION.**

a. IP Infringement Indemnification. 10Beauty agrees to defend, indemnify and hold harmless Lessee, and its directors, officers, employees, contractors and agents (the "**Lessee Indemnitees**") from and against all liabilities, damages, costs, expenses (including but not limited to reasonable attorneys' fees) judgments, fines, penalties, claims, investigations, actions, suits or proceedings (whether civil, criminal or administrative, including any associated appeals and whether alternate dispute resolution proceeding or litigation) and amounts paid in settlement thereof (together, "**Claims**") brought or instituted against a Lessee Indemnitee by a third-party or suffered or incurred by a Lessee Indemnitee as a result of such third-party

Claims to the extent arising out of, relating to or alleging that the Machine, Pods, Documentation, or any other 10Beauty Intellectual Property as used within the scope of the Agreement, infringes or misappropriates any third-party copyright, trade secret, patent, trademark and/or publicity right. Notwithstanding the foregoing, 10Beauty shall have no obligation to Lessee under this Section 9.a to the extent the Claim arises from: (i) continued use of the Machine, Pods, or other 10Beauty Intellectual Property by Lessee after 10Beauty has notified Lessee in writing of the Claim and instructed Lessee to discontinue such use; (iii) any modification of the Machine, Pods, or other 10Beauty Intellectual Property by anyone other than 10Beauty or its designees to the extent that such modification negatively impacts the outcome of the Claim, unless authorized by 10Beauty or its designees; or (iv) the combination, operation or use of the 10Beauty Machine, Pods, or other 10Beauty Intellectual Property with any products, processes, hardware, software or materials not provided by 10Beauty and that are not essential for use of the Machine or Pods and that, but for the combination, the infringement or misappropriation would not have occurred. THIS SECTION STATES THE SOLE AND EXCLUSIVE LIABILITY OF 10BEAUTY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY USE OF THE MACHINE, PODS, OR OTHER 10BEAUTY INTELLECTUAL PROPERTY AND IS PROVIDED IN LIEU OF ANY WARRANTY OF NON-INFRINGEMENT. In addition to the foregoing indemnification, if 10Beauty determines, in its reasonable judgment, that the Machine, Pods, or any other 10Beauty Intellectual Property, or any portion thereof, violates or infringes any third party Proprietary Rights, 10Beauty, at its sole option and expense, may: (i) obtain for

Lessee the right to utilize the Machine, Pods and/or other infringing 10Beauty Intellectual Property; (ii) make the Machine or Pods non-infringing without materially diminishing the utility to Lessee of the Machine or other 10Beauty Intellectual Property, or without diminishing Lessee's ability to access and exploit the full value thereof permitted hereunder. If 10Beauty is unable to effect the actions in the foregoing clauses (i) and (ii) within ninety (90) days after becoming aware of the Claim, and despite its reasonable efforts, either party may terminate the Agreement and 10Beauty will promptly provide Lessee a refund of any prepaid Lessee Fees (which shall be pro-rated as applicable).

b. General Indemnification.

1. Lessee agrees to defend, indemnify and hold harmless 10Beauty and its directors, officers, employees, contractors and agents (the "**10Beauty Indemnitees**") from and against all Claims brought or instituted against a 10Beauty Indemnatee by a third-party or suffered or incurred by a 10Beauty Indemnatee as a result of such third-party Claims to the extent arising from or related to any breach by Lessee based on Lessee's negligence or willful misconduct that violates any term, representation, or warranty set forth in the Agreement or these Terms, or as a result of any third-party claim of injury or property damage based Lessee's negligence or willful misconduct in the operation of the Machine or Pods provided to Lessee, except to such claims that arise solely from a malfunction or defect in the Machine or Pods that was not caused by Lessee.

2. 10Beauty agrees to defend, indemnify and hold harmless Lessee Indemnitees from and against all Claims brought or instituted against a Lessee Indemnatee by a third-party or suffered or

incurred by a Lessee Indemnitee as a result of such third-party Claims to the extent arising from or related to any breach based on 10Beauty's negligence or willful misconduct that violates by 10Beauty of any term, representation, or warranty set forth in the Agreement or these Terms or as a result of any third-party claim of injury or property damage based use of the Machine or Pods that was not caused by Lessee.

c. Indemnification Procedure. A party entitled to be indemnified hereunder (the "**Indemnified Party**"), shall: (i) notify the other party (the "**Indemnifying Party**") in writing within thirty (30) days of receipt of notice of any claim, action, suit or proceeding subject to the Indemnifying Party's indemnity hereunder (provided a delay in notification shall not limit the Indemnifying Party's obligations except to the extent the delay would cause actual prejudice); (ii) provide the Indemnifying Party with all information within the Indemnified Party's possession that is required for the defense of such suit and shall reasonably cooperate with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim(s); and (iii) permit the Indemnifying Party to take control of the defense and investigation of such claim(s), provided that the Indemnifying Party may not settle any claim without the consent of the Indemnified Party unless the settlement unconditionally releases the Indemnified Party of all liability.

12. **LIMITATION OF LIABILITY.**

a. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCLUDING: (I) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (II) A PARTY'S INFRINGEMENT, MISAPPROPRIATION, OR FAILURE TO COMPLY WITH RESTRICTIONS ON USE OF ANY OF THE

OTHER PARTY'S INTELLECTUAL PROPERTY; AND (III) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 13 OF THESE TERMS (COLLECTIVELY, THE "**EXCLUDED ITEMS**"), IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER OR ANY THIRD PARTIES ARISING OUT OF OR RELATED TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, LESSEE'S USE OF, OR INABILITY TO USE, THE MACHINE AND/OR PODS, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND INCLUDING, WITHOUT LIMITATION, LOST BUSINESS OPPORTUNITY OR PROFITS, OR LOSS OF OR DAMAGE TO GOODWILL, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR RIGHTS.

13. **CONFIDENTIALITY.**

a. Confidential Information. During the Term, a party may access or come into possession of the other party's Confidential Information. For the purposes of the Agreement and these Terms, "**Confidential Information**" means any information that the party disclosing information ("**Disclosing Party**") designates as confidential or that a reasonable person would understand to be confidential under the circumstances. Without limiting the foregoing, Confidential Information includes the terms of the Agreement (which are the Confidential Information of both parties), the Machine, the Pods, the Documentation, and each party's financial, business, and technical

plans and strategies, inventions, new products, code, services, and technology.

b. Restrictions. The party receiving Confidential Information (the “**Receiving Party**”) will hold and maintain such Confidential Information in strict confidence and will not use such information, except as permitted under the Agreement and these Terms, and, if Lessee is the Receiving Party, to fully exploit and exercise its rights under the licenses 10Beauty has granted hereunder. The Receiving Party will use the same precautions to prevent disclosure to third parties of such information as it uses with its own confidential information, but in no case less than a reasonable degree of care. The obligations set forth in this Section 13.b will be enforceable during the Term of the Agreement and will continue to remain enforceable after the termination or expiration of the Agreement so long as the information protected remains Confidential Information.

c. Exceptions. Confidential Information will not include (or, if applicable, will cease to include) information which, as evidenced by Receiving Party’s written records: (i) is already known by Receiving Party at time of disclosure; (ii) becomes, through no act or fault of Lessee, publicly known; (iii) is received by Receiving Party from a third party without a restriction on disclosure or use; or (iv) is independently developed by Receiving Party without reference to Disclosing Party’s Confidential Information. In addition, Receiving Party may disclose Confidential Information to the extent required to be disclosed by a court or governmental agency or otherwise pursuant to applicable Law; provided that, to the extent permitted by applicable Law, Receiving Party first notifies Disclosing Party and gives it the opportunity to seek a protective order or to contest such required disclosure.

d. Return of Information. Upon the earlier of Disclosing Party’s request or the termination of the Agreement, Receiving Party will promptly return or destroy all Confidential Information and related materials in its possession and discontinue all further use of the Confidential Information, except that the receiving party may retain (but not use) copies of materials containing Confidential Information to the extent required to comply with applicable Laws or a party’s own recordkeeping policies and procedures, provided that any such retained Confidential Information will remain subject to the confidentiality and non- use provisions of these Terms. Upon Disclosing Party’s request, Receiving Party will promptly certify that such action has been taken. Nothing in this Section 13.d shall be deemed to limit the terms of Section 13.b and the parties’ rights thereunder.

14. **GENERAL.**

a. Publicity. 10Beauty may reasonably use Lessee’s name and/or logo, including, without limitation, to refer to the fact that Lessee is a Lessee of the Machine or the Pods, on 10Beauty’s website or in any advertisement or publication marketing the Machine or Pods, provided that it obtains Lessee’s prior written consent and approval before doing so, such consent not to be unreasonably withheld.

b. Independent Contractor; Third Party Agreements. Nothing contained in the Agreement or herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Each party acknowledges that nothing in the Agreement or herein gives either party the right to bind or commit the other party to any agreements with any third parties. The Agreement is not for the

benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not, except for indemnity obligations.

c. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the respective addresses set forth in the Agreement. Notice of change of address shall be given by written notice in the manner detailed in this Section 14.c.

d. Injunctive Relief. Each party agrees that in the event of any breach (i) by Lessee of Section 2(d) or Section 6 of these Terms; or (ii) by either party of Section 13 of these Terms, the non-breaching party would encounter extreme difficulty in attempting to prove the actual amount of damages suffered by it as a result of such breach and would not have adequate remedy at law in such event. Each party therefore agrees that, in addition to any other remedy available at law or in equity, in the event of such breach, the non-breaching party shall be entitled to seek an order of specific performance and/or temporary, preliminary and permanent injunctive relief from violation of any of said sections without necessity of proving the amount of any actual damage to the non-breaching party resulting from such breach and without the requirement to post a bond.

e. Attorneys' Fees. The prevailing party in any legal action instituted under or relating to the Agreement shall, in addition to other remedies, be entitled to be reimbursed by the other party for all expenses of such litigation, including reasonable attorneys'

fees.

f. Assignment. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign the Agreement, without such prior written consent, to any person or entity that acquires a majority of such party's assets or equity interests, whether by way of purchase, merger, exchange, or similar transaction; provided that such assignee assumes all of the assigning party's liabilities and obligations hereunder. Any purported assignment in violation of this Section 14.f shall be null, void, and without effect.

g. Governing Law; Dispute Resolution. The Agreement and these Terms shall be governed by and construed under the laws of the State of New York, without regard to its conflicts of law principles. Each party hereto expressly agrees.

that any action relating to the Agreement shall exclusively be brought in the state and federal courts located in New York, New York, and each party irrevocably consents to the jurisdiction of such courts. Each party expressly waives any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court.

h. Severability. If any provision of the Agreement or these Terms is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of the Agreement or these Terms, as the case may be, will continue in full force and effect and be enforceable.

i. Amendments. No amendment, modification or supplement to the Agreement or these Terms shall be binding, unless it is in writing and signed by both 10Beauty and Lessee.

j. Waiver. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

k. No Third-Party Beneficiaries. Nothing express or implied in the Agreement or these Terms is intended to confer, or confers, upon any person or entity other than the parties and any respective successors or permitted assigns of the parties, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise), except for indemnity obligations.

l. Force Majeure. Neither party shall be liable for non-performance or delay in performance (other than of payments or confidentiality obligations) caused by any event reasonably beyond the control of such party making it illegal or impossible for the party to perform or timely perform, which may include, but will not be limited to, wars, acts of terrorism, hostilities, revolutions, riots, civil commotion, national emergency, strikes, lockouts or other labor disputes or shortages (other than those involving the personnel of the party seeking the benefit of this section) or inability to obtain material or equipment, unavailability of supplies, compliance with Laws (including, without limitation, those related to infringement), epidemics or pandemics, fires, floods, earthquakes, force of nature, explosions, embargoes or any Act of God or any Law (including amendments to existing Laws) that enters into force after the Effective Date, provided, the party whose performance is delayed shall take commercially reasonable measures to limit the extent of any such delay (a “**Force Majeure Event**”). Lessee shall not be required to pay the Lease Fee (pro-rated as applicable) for any period during which

Lessee is unable to access or use the Machine as a result of a 10Beauty Force Majeure Event. In the event that a 10Beauty Force Majeure Event continues for more than thirty (30) consecutive days, Lessee shall have the right to terminate the Agreement and receive a pro-rata refund of any Lease Fees paid for Machine(s) not yet delivered.

m. Headings; Construction. Headings and captions are for convenience only and are not to be used in the interpretation of the Agreement or these Terms. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of the Agreement or these Terms.

n. Entire Agreement. The Agreement, including these Terms and any exhibits or schedules thereto constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof, and all provisions, representations, discussions, and writings are merged in, and superseded by, the Agreement, including these Terms and any exhibits or schedules thereto.

o. Counterparts. The Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of the Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.