

ROADGRANDTOURS INC.
Terms of Service
Last Updated: March 31st, 2021

RGT Cycling App End User License Agreement

BY INSTALLING THE RGT Cycling App AND AS PART OF THE ACCOUNT REGISTRATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE RGT Cycling App INC. (THE "COMPANY" OR "ROADGRANDTOURS INC") PROPRIETARY VIRTUAL CYCLING PROGRAM (THE "RGT Cycling App"), INCLUDING BUT NOT LIMITED TO THE USE OF SOFTWARE COMPONENTS ON A HOSTED OR DOWNLOADED BASIS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE RGT Cycling App.

In order to ensure RGT Cycling provides the best experience possible for everyone, we strongly enforce a no-tolerance policy for objectionable content. If you see inappropriate content, please use the "Support" feature found in the Mobile App.

1. Parties

This Agreement is between you and RGT Cycling only, and not Apple, Inc. ("Apple"). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. RGT Cycling, not Apple, is solely responsible for the RGT Cycling App and its content.

2. Privacy & Security;

A. Disclosure

The RGT Cycling privacy policy may be viewed online on the RGT Cycling website (the "Site"). RGT Cycling reserves the right to modify its privacy policy in its reasonable discretion from time to time. The information you submit in connection with your registration for an account (the "Account Registration Information") will be treated in accordance with the RGT Cycling privacy policy. The RGT Cycling App may include certain communications from RGT Cycling, including administrative messages, which are required in connection with the RGT Cycling App and you will not be able to opt out of receiving them. However, if you do not wish to receive marketing or promotional material from us, you can indicate your preference by clicking a link to unsubscribe contained in such communications.

B. Performance Data

Individual performance data (specifically, but not limited to, heart rate, body weight and power values) will be stored and shared with those parties RGT Cycling consider necessary to enable legitimate competition standards to be upheld.

3. Limited License

Except as otherwise specifically set forth below, for the purposes of allowing you to evaluate the suitability of the RGT Cycling App and enabling you to test the RGT Cycling App and provide feedback to RGT Cycling App (collectively, the "Purpose"), RGT Cycling hereby grants you a non-exclusive, non-transferable, limited, revocable, worldwide right to use the RGT Cycling App, solely for the Purpose, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by RGT Cycling and its licensors. You may not access the RGT Cycling App for purposes of monitoring its availability, performance or functionality, or for any other benchmarking, reverse engineering, or other competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the RGT Cycling App in any way; (ii) modify or make derivative works based upon the RGT Cycling App; (iii) embed the RGT Cycling App as a frame from within

another application; or (iv) reverse engineer or access the RGT Cycling App in order to (a) build a competitive product or service or (b) build a product using ideas, features, functions or graphics that are similar to those related to the RGT Cycling App. The proper assignment of username and passwords for the RGT Cycling App and adherence to all terms of this Agreement are your sole responsibility. You are responsible for maintaining the confidentiality of your usernames, passwords and accounts. Usernames and passwords may not be shared by more than one individual, and may not be transferred from one individual to another unless the original User no longer requires, and is no longer permitted, access to the RGT Cycling App. You may use the RGT Cycling App only for the Purpose and shall not: (i) utilize or allow the RGT Cycling App to be utilized with any cloud rendering service; (ii) interfere with or disrupt the integrity or performance of the RGT Cycling App or the data contained therein, or RGT Cycling sites, servers or networks; (iii) bypass or breach any security device or protection used for or contained in the RGT Cycling App; (iv) use the RGT Cycling App in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (v) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the RGT Cycling App, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the RGT Cycling App; or (vi) use the RGT Cycling App other than for the Purpose or in any manner or for any purpose or application not expressly permitted by this Agreement. RGT Cycling shall be entitled to adjust the scope of the RGT Cycling App and the underlying technical infrastructure to reflect the continuing development of the RGT Cycling App and technical advances.

4. Objectionable Content Policy

Content may be submitted to RGT Cycling, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sportsbooks, bingo or poker.

5. Warranty

RGT Cycling disclaims all warranties about the RGT Cycling App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, RGT Cycling, not Apple, shall be solely responsible for such warranty.

6. Maintenance and Support

RGT Cycling does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, RGT Cycling, not Apple, shall be obligated to furnish any such maintenance or support.

7. Product Claims

RGT Cycling, not Apple, is responsible for addressing any claims by you relating to the RGT Cycling App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the RGT Cycling App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

8. Third Party Intellectual Property Claims

RGT Cycling shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the RGT Cycling App. To the extent RGT Cycling is required to provide indemnification by applicable law, RGT Cycling, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the RGT Cycling App or your use of it infringes any third party intellectual property right.

9. Injury or Illness

RGT Cycling accepts no responsibility for injury or illness sustained during, or as a result of, using the RGT Cycling App.

10. Your Responsibilities

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the RGT Cycling App, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify RGT Cycling immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) not provide false identity or other information to gain access to or use the RGT Cycling App; (iii) not use the RGT Cycling App to defame, abuse, harass, threaten or otherwise violate the legal right of others; (iv) not publish, post, upload, email, distribute or disseminate any defamatory, misleading, infringing or unlawful content; and (v) not collect, store or transmit personal information about individuals or any information that is subject to applicable privacy laws or regulations. You are solely responsible for all text, logos, images and video, if any ("User Content"), you provide to RGT Cycling in connection with your use of the RGT Cycling App.

RGT Cycling does not own any User Content provided by you hereunder, provided that you hereby grant RGT Cycling a worldwide, royalty-free, non-exclusive right to use, reproduce, create derivative works of, distribute, perform, transmit and publish your User Content for the sole purpose of providing you with the RGT Cycling App. You agree to promptly notify RGT Cycling of any problems or issues you encounter with respect to the RGT Cycling App

App-based User Content such as, but not limited to (i) group rides; (ii) races; (iii) Magic Roads intended for use by the RGT Cycling community remains under control of RGT Cycling for the purpose of quality assurance and compliance with community standards. RGT Cycling reserve the right to remove content that it identifies as unfit.

Data associated with competition and performance, including but not limited to first name, surname Functional Threshold Power, bodyweight, height, equipment calibration, and date of birth must be updated and accurate at all times. Failure to do so may result in disqualification from races, events, and competitions. RGT Cycling also reserves the right to cancel and/or terminate access to any individual by any and all means possible if they are found to be in violation of the aforementioned requirements.

If further validation is required you may be contacted by RGT Cycling to provide proof of performance, calibration and weight.

11. Intellectual Property Ownership

RGT Cycling alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the RGT Cycling App and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the RGT Cycling App, and any aggregated metrics, data and trends compiled by RGT Cycling. The RGT Cycling name, the RGT Cycling logo, and the product and service names associated with the RGT Cycling App are trademarks of RGT Cycling or third parties, and no right or license is granted to use them hereunder. The Apps and/or Site may include trademarks, service marks or logos of third parties, all of which are the property of their respective owners. In addition, all content published on the Apps and/or Site belongs to RGT Cycling and/or its licensors under applicable copyright law. Equipment reproduction integrated into the App, including but not limited to bikes, wheels, sunglasses and clothing and their associated trademarks are not owned by RGT, provided that you hereby grant RGT Cycling a worldwide, royalty-free, non-exclusive right to use, reproduce, create derivative works of, distribute, perform, transmit and publish them.

12. Third Party Interactions

During use of the RGT Cycling App, you may enter into correspondence with, or purchase or sign up to receive goods and/or services from, a third party, or you may participate in promotions of advertisers or sponsors showing their goods and/or services through the RGT Cycling App. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. RGT Cycling and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party, including any termination by such third party of their provision of goods or services to you. RGT Cycling does not endorse any sites on the Internet that are linked through the RGT Cycling App and does not endorse any third party goods or services that are made available to you as a result of your use of the RGT Cycling App. RGT Cycling provides these links to you only as a matter of convenience, and in no event shall RGT Cycling or its licensors be responsible for any content, products, or other materials on or available from such sites. RGT Cycling provides the RGT Cycling App to you pursuant to the terms and conditions of this Agreement.

13. Suspension, Updates

In addition to any other rights granted to RGT Cycling herein, RGT Cycling reserves the right to suspend or terminate this Agreement and your access to the RGT Cycling App at any time. RGT Cycling reserves the right to suspend, terminate, modify or delete User accounts at any time without notice to you.

RGT Cycling reserves the right to upgrade the RGT Cycling App at any time, and may require you to download and install updates and upgrades to the RGT Cycling App to your computer or device. Your usage rights are limited as above, and your possession of multiple copies of medium (or multiple downloads) does not increase your usage rights. If the RGT Cycling App is an upgrade of one of our RGT Cycling Apps, you may use that upgraded RGT Cycling App only in accordance with this Agreement.

14. Survival

This Agreement commences on the Start Date. You agree and acknowledge that RGT Cycling has no obligation to retain your Account Registration Information or User Content, and may delete such Account Registration Information or User Content at any time. Upon any termination of this Agreement, your rights to use the RGT Cycling App shall immediately terminate. All sections shall survive any expiration or termination of this Agreement

15. Representations & Warranties

You represent and warrant that you have the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the RGT Cycling App and that you are an individual who is at least 18 years of age. RGT Cycling sole obligations under this Agreement are to use commercially reasonable efforts to provide the RGT Cycling App on the terms and conditions set forth herein.

16. Disclaimer of Warranties

THE RGT Cycling App AND ANY SOFTWARE, DOCUMENTATION, INFORMATION, MATERIALS AND OTHER SERVICES PROVIDED OR MADE AVAILABLE BY ROADGRANDTOURS TO YOU HEREUNDER ARE PROVIDED "AS IS." ROADGRANDTOURS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ROADGRANDTOURS MAKES NO WARRANTY OF ANY KIND THAT THE RGT Cycling App, ANY DOCUMENTATION, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY OTHER SOFTWARE OR HARDWARE), OR ANY SERVICES OR RESULTS OF THE USE OF ANY OF THEM, PROVIDED BY ROADGRANDTOURS OR ANY THIRD PARTY HEREUNDER, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS

(INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY MATERIALS, INCLUDING THIRD-PARTY HARDWARE, SOFTWARE AND EQUIPMENT, ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN DOWNLOADING CONTENT THAT COULD RESULT IN THE LOSS OF YOUR DATA. YOU ALONE SHALL BEAR THE RISK AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTERS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM USE OF THE RGT Cycling App OR ANY MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROADGRANDTOURS OR THROUGH OR FROM USE OF THE RGT Cycling App SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND THAT THE RGT Cycling App IS INTENDED TO BE USED IN CONNECTION WITH ATHLETIC AND FITNESS ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING AND OTHER RIGOROUS SPORTS). YOU EXPRESSLY AGREE THAT ENGAGING IN ATHLETIC OR FITNESS ACTIVITIES IN CONNECTION WITH USING THE RGT Cycling App CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH, AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF US OR A LICENSOR PARTY (AS DEFINED BELOW). PLEASE CONSULT WITH YOUR PHYSICIAN BEFORE USING THE RGT Cycling App IN CONNECTION WITH ANY ATHLETIC AND FITNESS ACTIVITIES. YOU UNDERSTAND THAT THE USE OF THE RGT Cycling App MAY REQUIRE YOU TO USE, POSSESS, AND/OR PURCHASE THIRD-PARTY EQUIPMENT OR MATERIALS (E.G. A BICYCLE TRAINER). ROADGRANDTOURS SHALL HAVE NO LIABILITY FOR YOUR ACQUISITION OR USE OF ANY THIRD-PARTY EQUIPMENT OR MATERIALS, AND ROADGRANDTOURS DOES NOT GUARANTEE THAT THIRD-PARTY EQUIPMENT OR MATERIALS WILL FUNCTION WITH THE RGT Cycling App OR WILL BE ERROR-FREE.

17. Indemnification

You agree to indemnify and hold ROADGRANDTOURS, and its affiliates, licensors, service providers and suppliers, and their respective shareholders, officers, directors, employees, members, agents, and representatives, and their respective successors, assigns, heirs and estates (collectively, the "Licensor Parties") harmless against any damages, costs or expenses, including attorneys' fees, arising out of your improper use of the RGT Cycling App, including without limitation the use by others of the RGT Cycling App under your login credentials, or any other breach by you of any provision of this Agreement.

18. Exclusion of Damages

YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL ROADGRANDTOURS OR ANY OTHER LICENSOR PARTY BE LIABLE TO YOU OR YOUR SUCCESSORS, ASSIGNS, HEIRS, OR ESTATE, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE, (D) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY OR DEATH, EVEN IF ANY LICENSOR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

19. Limitation of Liability

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE LICENSOR PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED \$100. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

20. Additional Rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

21. Local Laws and Export Control

The RGT Cycling App provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of other applicable countries. You acknowledge and agree that the RGT Cycling App shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States or any other applicable country maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the RGT Cycling App, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and other applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. ROADGRANDTOURS and its licensors make no representation that the RGT Cycling App is appropriate or available for use in other locations. If you use the RGT Cycling App from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

22. Notice

ROADGRANDTOURS may give notice by means of a general electronic mail to your email address on record in ROADGRANDTOURS' account information, or by written communication sent by first class mail or pre-paid post to your address on record in ROADGRANDTOURS' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to ROADGRANDTOURS (such notice shall be deemed given when received by ROADGRANDTOURS) at any time by any of the following: letter to ROADGRANDTOURS delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ROADGRANDTOURS, in either case, addressed to the attention of: CEO.

23. Modification to Terms

ROADGRANDTOURS reserves the right to modify the terms and conditions of this Agreement or its policies relating to the RGT Cycling App at any time, effective upon posting of an updated version of this Agreement on the RGT Cycling App. You are responsible for regularly reviewing this Agreement. Continued use of the RGT Cycling App after any such changes shall constitute your consent to such changes.

24. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of ROADGRANDTOURS but may be assigned without your consent by ROADGRANDTOURS to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii)

a successor by merger, consolidation, stock sale or similar. Any purported assignment in violation of this section shall be void.

25. General

This Agreement shall be governed by the laws of the State of Delaware and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the RGT Cycling App shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and ROADGRANDTOURS as a result of this Agreement or use of the RGT Cycling App. The failure of ROADGRANDTOURS to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ROADGRANDTOURS in writing. This Agreement comprises the entire agreement between you and ROADGRANDTOURS and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In the event that any of your Users are contractors to your organization, you agree that such contractors shall be required by written agreement to comply with all applicable restrictions set forth in this Agreement, and you shall be fully liable for and indemnify ROADGRANDTOURS with respect to any failure of any contractor to so comply.

26. Definitions

As used in this Agreement now or hereafter associated herewith: "Start Date" means the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "User(s)" means your employees, representatives, consultants, contractors or agents who are authorized to use the RGT Cycling App and have been supplied user identifications and passwords by you (or by ROADGRANDTOURS at your request).

Questions or Additional Information If you have questions regarding this Agreement or wish to obtain additional information, please send an email to support@rgtcycling.com.

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