MASTER SUBSCRIPTION AGREEMENT

Last Updated: March 25, 2024

PLEASE READ THIS MASTER SUBSCRIPTION AGREEMENT ("**AGREEMENT**") CAREFULLY BEFORE EXECUTING AN ORDERING DOCUMENT WITH SAFETYKIT THAT REFERENCES THIS AGREEMENT ("**ORDER**"). THIS AGREEMENT, TOGETHER WITH THE APPLICABLE ORDERS, COLLECTIVELY SETS FORTH THE TERMS AND CONDITIONS THAT APPLY TO THE SERVICE (AS DEFINED BELOW) PROVIDED BY SAFETYKIT.

BY EXECUTE AN ORDER, THE CUSTOMER IDENTIFIED IN SUCH ORDER ("**CUSTOMER**") AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

IF THE INDIVIDUAL SIGNING THE ORDER IS ENTERING INTO THE AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT SUCH INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY TO THE AGREEMENT. SAFTEYKIT AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "**PARTY**" AND COLLECTIVELY AS THE "**PARTIES**."

THE AGREEMENT IS EFFECTIVE AS OF THE FIRST DATE THAT AN ORDER IS FIRST MUTUALLY EXECUTED (THE "**EFFECTIVE DATE**") BY SAFETYKIT AND CUSTOMER.

IF CUSTOMER SUBSCRIBES TO THE SERVICE FOR AN INITIAL TERM (AS DEFINED BELOW) THEN, UNLESS OTHERWISE INDICATED IN THE ORDER, CUSTOMER'S SUBSCRIPTION WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT SAFETYKIT'S THEN-CURRENT FEES UNLESS CUSTOMER DECLINES TO RENEW THE SUBSCRIPTION IN ACCORDANCE WITH SECTION 4.1 BELOW.

1. **DEFINITIONS.** The following capitalized terms will have the meanings set forth below. Other capitalized terms users herein but not set forth below will have the meanings set forth on the Order.

    1.1 "Authorized Users" means the employees of Customer who are authorized by Customer to use the Service as set forth in the Order.

    1.2 "Customer Content" means all materials, content or other works of authorship ("**Content**") that Customer and/or its Authorized Users provide, upload, direct, or make available to the Service, including any Content that is pulled or collected from data sources, URLs, APIs, or other locations designated by Customer and/or its Authorized Users on behalf of Customer's behalf.

    1.3 "Initial Term" means the "Initial Term" defined in the applicable Order.

    1.4 "Renewal Term" means the "Renewal Term" defined in the applicable Order.

    1.5 "Subscription Term" means the Initial Term of the Order together with any Renewal Term thereof.

    1.6 "Service" means SafetyKit's web-based AI-assisted trust and safety compliance service expressly identified on the Order between the parties.

    1.7 "Reviews" means the analysis, outputs, summaries and other reviews generated by Service for Customer.

2. **SERVICE**

    2.1 Service. Subject to Customer's ongoing compliance with this Agreement (including timely payment of all applicable fees), SafetyKit grants Customer a revocable, non-exclusive, non-sublicensable, non-transferable, limited right and license, during the Subscription Term to access and use the Service, in accordance with any scope or usage limitations set forth in such Order, solely for Customer's lawful business purpose. Customer acknowledges that the performance and functionality of the Service is subject to the provision of Customer Content. Customer will be responsible for all of their Authorized Users' use of the Service and for enforcing any of Customer's internal policies regarding its, and its Authorized Users,' access and use of the Service.

    2.2 Restrictions. To the maximum extent permitted by applicable law, Customer shall not, directly or indirectly, and shall not authorize any person, including Authorized Users, to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct or discover any elements of, (ii) translate, adapt, or modify, (iii) write or develop any program based upon, (iv) sell, sublicense, transfer any rights in, use for the benefit of, or allow access to, unauthorized persons to, (v) transmit unlawful, infringing or harmful data, content or code to or from, (vi) copy or replicate, or (vii) otherwise use except as expressly permitted hereunder, in each case of (i) – (vii), the Service and all technology constituting or used to provide such service, (collectively, "**SafetyKit Technology**").

    2.3 Customer Responsibilities. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services (the "**Equipment**"). Customer is responsible for maintaining the secrecy of any passwords or credentials (e.g., tokens, keys, etc.) that provide access to the Service to Authorized Users and for all uses of Customer's and its Authorized Users accounts or the Equipment with or without Customer's knowledge or consent. Customer will, and will ensure that each Authorized User, will use reasonable efforts to prevent any unauthorized access or use of the Service and immediately notify SafetyKit in writing of any unauthorized access or use. If there is unauthorized access or use by anyone who obtained access to the Service directly or indirectly through Customer or its Authorized Users, Customer will, and will ensure that each Authorized User will, take all steps reasonably necessary to terminate the unauthorized access or use. Customer will, and will ensure that each Authorized User will, cooperate and assist with any actions taken by SafetyKit to prevent or terminate unauthorized use of the Service and remediate any issues resulting from, or related to, such unauthorized access or use.

    2.4 Compliance with Laws. Customer and its Authorized Users will use the Service in compliance with all applicable laws and regulations, including, but not limited to, all laws that relate to the confidentiality, integrity, availability, and/or protection of personal information, electronic data privacy, trans-border data flow, or data protection. Customer and its Authorized Users will provide all necessary notices and obtain all necessary consents, permissions, approvals, or licenses to use and permit SafetyKit to use the Customer Content in accordance with this Agreement and all applicable laws. Customer and Authorized Users agree to hold harmless SafetyKit from any alleged violation of the foregoing. Subject to the foregoing, SafetyKit will comply with all applicable laws and regulations, including, but not limited to, all laws that relate to the confidentiality, integrity, availability, and/or protection of personal information, electronic data privacy, trans-border data flow, or data protection.

2.5   No Obligation to Monitor Customer Content. Although SafetyKit has no obligation to monitor Customer's use of the Service, SafetyKit may do so and may prohibit any use of the Service it believes may be (or is alleged to be) in violation of this Agreement, applicable laws, or any other policies posted on the Service. SafetyKit reserves the right to investigate any alleged violations. Further, SafetyKit has no obligation to pre-screen content (including, but not limited to, Customer Content), although SafetyKit reserves the right in its sole discretion to pre-screen, refuse or remove any content. SafetyKit shall have the right, in its sole discretion, to remove any Customer Content for any reason (or no reason) with no notice to Customer, including if such Customer Content violates this Agreement or any applicable law.

2.6   Customer Conduct. As a condition of use, Customer agrees not to use the Service for any purpose that is prohibited by this Agreement or by applicable law. Customer shall not (and shall not permit any third party) to either: (a) take any action, or (b) input any Customer Content on or through the Service that: (i) knowingly infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity, (ii) interferes with or attempt to interfere with the proper functioning of the Service, or (iii) violates or attempts to violate any security features of the Service, introduces any viruses, malware, or similar harmful code into the Service, or interferes or attempts to interfere with use of the SafetyKit by any other user.

2.7   Support and Maintenance. Subject to the terms of this Agreement, SafetyKit will use commercially reasonable efforts to provide Customer the Service and reasonable technical support services during the Subscription Term in accordance with the Service Level & Support Terms attached to the applicable Order.

3.   **FEES; PAYMENT**

3.1   Fees. Each Order will set forth the type, amount and payment schedule of the fees ("**Fees**") for the Service and any other additional goods or services as applicable, including those referenced in Section 2.5.   Further, All Fees are non-recoupable and non-refundable. After the Initial Term of any Order, SafetyKit may increase the Fees for any Renewal Term upon forty-five (45) days written notice to Customer as specified in the Order.

3.2   Payment Terms. Unless otherwise set forth on an Order, invoices are due and payable in United States dollars within thirty (30) days after the invoice date, without deduction or setoff. Interest accrues from the due date at the lesser rate of 1.5% per month or the highest rate allowed by law. In the event that any invoice remains unpaid by Customer for more than thirty (30) days after the invoice date (or the Customer fails to pay or reimburse SafetyKit for taxes as set forth in Section 3.3), SafetyKit will notify Customer, and Customer will pay all such unpaid amounts within five (5) days of receipt of notice thereof.

3.3   Taxes. Fees do not include taxes. The Customer must pay or reimburse SafetyKit for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of this Agreement, or the transactions contemplated by this Agreement (other than taxes based on SafetyKits' net income), in each case that are set forth on an invoice.

4.   **TERM; TERMINATION**

4.1   Term. This Agreement will be effective on the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue until all Orders hereunder have expired or terminated for sixty (60) days. Each Order will start on such Order's effective date and will continue for the Initial Term, unless terminated earlier in accordance with the terms of the Agreement or the applicable Order. Thereafter, each Order will automatically renew for immediately successive renewal terms of the same duration as the immediately preceding term as set forth in the applicable Order, unless either party provides written notice of non-renewal at least thirty (30) days before the expiration of the applicable and then-current term. SafetyKit will provide notice of auto-renewal to Customer in advance of the expiration of the then-current term.

4.2   Termination. SafetyKit may terminate this Agreement by written notice if any of the following occurs: (i) Customer fails to pay within ten (10) days after written notice of nonpayment any amounts owed to SafetyKit, (ii) except as set forth in (i), Customer is in material breach of this Agreement, which is not cured within thirty (30) days after written notice of such breach, or (iii) Customer files for or is adjudicated bankrupt or suffers any other analogous event. Customer may terminate this Agreement by written notice if SafetyKit is found to be in material breach of this Agreement and fails to remedy such breach within thirty (30) days after Customer's prior written notice of such breach.

4.3   Effect of Termination. Upon the effective date of expiration or termination of this Agreement for any reason: (i) all outstanding Orders and access to SafetyKit Technology will automatically terminate, (ii) all outstanding payment obligations of Customer become due and payable immediately, and (iii) Customer has thirty (30) days to request the return of Customer Content (after which time, SafetyKit has no further obligation to store or permit retrieval of such data); provided that SafetyKit will be permitted to retain copies of any performance data. All definitions and the following provisions will survive the expiration or termination of this Agreement for any reason: Sections 2.2, 2.4, 4.3, and 5 through 9.

5.   **LICENSE; OWNERSHIP**

5.1   License from Customer. As between the parties, Customer shall own all right, title and interest in and to the Customer Content, provided that SafetyKit is hereby granted a worldwide, non-exclusive, royalty-free, fully paid-up, sublicensable, irrevocable, right and license to access, use, reproduce, modify, translated, adapt, and make derivative works of the Customer Content for the purpose of providing the Service to Customer and its Authorized Users during the term of this Agreement, which includes processing Customer Content to produce Reviews for Customer and it.

5.2   Customer Warranties. Customer represents, warrants, and covenants that it has and will maintain during the term of the Agreement all necessary right, title, interest, authorizations, and permissions to: (i) grant the license to SafetyKit to the Customer Content set forth in this Agreement, including, for clarity, all rights, authorization, and permissions as may be required for SafetyKit to pull copies of Customer Content as directed by Customer and its Authorized Users, and (ii) permit SafetyKit to access on Customer's behalf, any Customer Content or Confidential Information, as applicable.

5.3   Ownership. Except for the limited rights granted in this Agreement, SafetyKit hereby retains all right, title and interest, including all intellectual property rights, in and to the SafetyKit Technology and performance data. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED BY SAFETYKIT.

5.4   Feedback. Customer hereby grants to SafetyKit and its affiliates a worldwide, irrevocable, perpetual, sublicensable, royalty-free right and license to use and exploit without restriction all feedback provided by Customer related to the Service, including, without limitation, any information about operating results, known or suspected bugs, errors or compatibility problems, suggested modifications, and user-desired features; provided that SafetyKit will not identify Customer as the source of such feedback.

5.5   Third Party Data. Except as expressly agreed in an Order, SafetyKit has no obligation hereunder to obtain any third party data or pay any usage fee therefor. SafetyKit may remove or restrict access to any data made available by SafetyKit, including if doing so may violate applicable law, the source of such data

becomes unavailable, or a third party brings or threatens legal action.

6. **CONFIDENTIALITY**

6.1 <u>Definition of Confidential Information</u>. "**Confidential Information**" means (i) any information disclosed, directly or indirectly, by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") pursuant to this Agreement that is designated as "confidential," or in some other manner to indicate its confidential nature, and (ii) information otherwise reasonably expected to be treated in a confidential nature under the circumstances of disclosure or by the nature of the information itself. Without limiting the foregoing, the SafetyKit Technology is the Confidential Information of SafetyKit. The terms (but not the existence) of this Agreement is each party's Confidential Information. However, Confidential Information does not include any information which: (a) is or becomes generally known and available to the public through no act or omission of the Receiving Party, (b) was already in the Receiving Party's possession at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records, (c) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure, or (d) is independently developed by the Receiving Party without use of, or reference to, the Disclosing Party's Confidential Information.

6.2 <u>Use and Maintenance of Confidential Information</u>. SafetyKit will use the Confidential Information of Customer for the specific purpose of providing the Services and performing its rights and obligations under this Agreement. SafetyKit may disclose the Confidential Information of the Customer to SafetyKit's third party contractors for the purposes of performing the obligations under this Agreement. Neither party shall disclose any Confidential Information of the other party, except to employees of the Receiving Party with a need to know, or to its advisors, or prospective investors or purchasers, each subject to a written obligation of confidentiality. Notwithstanding the foregoing, SafetyKit may disclose Customer Content to (i) Customer's Authorized Users as permitted by the features and functionality of the Service, and (ii) to SafetyKit's third party contractors and service providers (such as SafetyKit's hosting provider) so that these third parties can provide services on SafetyKit's behalf, provided that such service providers are bound by confidentiality obligations at least as protective to those in this Agreement. Additionally, SafetyKit may use and disclose feedback as permitted in Section 5. Each party will take reasonable measures to protect the secrecy of, and avoid disclosure and unauthorized use of, the Confidential Information of the other party, and will take at least those measures that it takes to protect its own most highly confidential information. A Receiving Party will use reasonable efforts to provide timely notice of compelled disclosure to facilitate confidential treatment of Disclosing Party's Confidential Information, and will furnish only that portion of Confidential Information that it is legally required to disclose, after exercising reasonable efforts to obtain assurance that such information will receive confidential treatment. Notwithstanding anything to the contrary, SafetyKit shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Service and related systems and technologies (including, without limitation, information concerning Customer Content and data derived therefrom), and SafetyKit will be free (during and after the Subscription Term hereof) to use such information and data internally, to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other SafetyKit offerings. No rights or licenses are granted except as expressly set forth herein.

7. **INDEMNIFICATION**

7.1 <u>By SafetyKit</u>. SafetyKit shall: (i) defend, or at its option settle, any claim brought against Customer by a third party to the extent it alleges that SafetyKit Technology used to operate the Service as authorized in this Agreement during the Initial Term or any Renewal Term constitutes a direct infringement of any third party's intellectual property rights, and (ii) pay, subject to the limitations set forth in Section 8, damages awarded in a final judgment, (or amounts agreed in a monetary settlement), in any such claim defended by SafetyKit; provided that Customer provides SafetyKit with: (1) prompt written notice of, (2) sole control over the defense and settlement of, and (3) all information and assistance reasonably requested by SafetyKit in connection with the defense or settlement of, any such claim. If any such claim is brought or threatened, SafetyKit may, at its sole option and expense: (a) procure for Customer the right to continue to access and use the Service; (b) modify the Service to make it non-infringing; (c) replace the Service with non-infringing technology having substantially similar capabilities; or (d) if none of the foregoing is commercially practicable, terminate the Service, the applicable Order(s), and/or this Agreement and provide a pro-rata refund of any applicable prepaid Fees for such terminated Service. Notwithstanding the foregoing, SafetyKit will have no liability to Customer or any Authorized User for any claim arising out of or related to: (I) the use of the Service in combination with software, technology, products or services not provided by SafetyKit, (II) Customer's or its Authorized Users' failure to use the Service in accordance with this Agreement or otherwise comply with the terms of this Agreement, (III) any Customer Content, or (IV) any other data or materials obtained at the request of Customer.

7.2 <u>Disclaimer</u>. SECTION 7.1 STATES THE ENTIRE LIABILITY OF SAFETYKIT, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SAFETYKIT TECHNOLOGY OR ANY PART THEREOF. SAFETYKIT IS NOT RESPONSIBLE FOR ANY DISPUTES BETWEEN CUSTOMER OR AUTHORIZED USERS OF CUSTOMER AND OTHER USERS OF THE SERVICE.

7.3 <u>By Customer</u>. Notwithstanding anything to the contrary in Section 7.1, Customer shall indemnify, defend and hold harmless SafetyKit from and against any claim brought against SafetyKit: (i) alleging that the use by or on behalf of SafetyKit in accordance with this Agreement of the Customer Content infringes or misappropriates any third party's rights (including the rights of other authorized users of the Service) or violates applicable laws, (ii) that arises in connection with anything described in subparts I-IV of Section 7.1 above, (iii) that arises in connection with an Authorized User's violation or alleged violation of Section 2.4, or (iv) arising out of any decision made by Customer with respect to the Customer Content based on Customer's use of the Service or the Reviews. SafetyKit will provide Customer with: (a) prompt written notice of, (b) control over the defense and settlement of, and (c) all information and assistance reasonably requested by Customer in connection with the defense or settlement of, any such claim. Notwithstanding the foregoing, SafetyKit will at all times have the option to participate in any matter or litigation, including but not limited to participation through counsel of its own selection, if desired, the hiring of such separate counsel being at SafetyKit's own expense.

8. **DISCLAIMER; LIMITATION OF LIABILITY**

8.1 <u>Disclaimer</u>. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SAFETYKIT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, OR ARISING FROM COURSE OF DEALING OR RELIANCE. SAFETYKIT DOES NOT WARRANT ANY THIRD PARTY WEBSITE CONTENT OR FUNCTIONALITY, OR THAT THE SERVICES

WILL BE ERROR-FREE OR UNINTERRUPTED. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS (AND ITS AUTHORIZED USERS) ACCESS AND USE OF THE SERVICES, INCLUDING IN CONNECTION WITH ANY CUSTOMER CONTENT. CUSTOMER UNDERSTANDS THAT ALL REVIEWS GENERATED BY THE SERVICE ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THAT THE SAFETYKIT DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF SUCH REVIEWS OR THAT SUCH REVIEWS WILL IDENTIFY ANY NON-COMPLIANCE WITH THE APPLICABLE CUSTOMER POLICY. CUSTOMER ACKNOWLEDGES THAT SAFETYKIT DOES NOT PROVIDE, AND THE REVIEWS SHALL NOT BE CONSTRUED AS, LEGAL ADVICE OR ANY OTHER PROFESSIONAL ADVICE FOR WHICH LICENSURE IS REQUIRED.

8.2 <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAFETYKIT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF SAFETYKIT IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SAFETYKIT'S TOTAL LIABILITY (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. EXCEPT FOR ANY ACTION BY SAFETYKIT FOR NON-PAYMENT, NEITHER PARTY MAY BRING ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MORE THAN 12 MONTHS AFTER THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

9. GENERAL PROVISIONS

9.1 <u>Assignment</u>. Except as expressly set forth in this Agreement, neither party may assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other party, except that SafetyKit may assign this Agreement without the written consent of Customer as part of a corporate reorganization, upon a change of control, consolidation, merger, reincorporation, sale of all or substantially all of its assets related to this Agreement or a similar transaction or series of transactions. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

9.2 <u>Force Majeure</u>. Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

9.3 <u>Governing Law</u>. The rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods; rather such rights and obligations shall be governed by and construed under the laws of the State of California, including its Uniform Commercial Code, without reference to its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in San Francisco County, California.

9.4 <u>Modifications</u>. SafetyKit may modify this Agreement from time to time by giving notice to Customer to their e-mail address provided for on the Order, or in any other manner permitted by this Agreement. In the event that the e-mail address that Customer has provided is not valid, or for any reason is not capable of delivering to Customer the notice described above, SafetyKit's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes to this Agreement described in the notice. Unless a shorter period is specified by SafetyKit (e.g., due to changes in the law or exigent circumstances), the modifications become effective upon renewal of Customer's current Subscription Term or entry into a new Order. If SafetyKit specifies that the modifications to this Agreement will take effect prior to the start of Customer's next Renewal Term or Order and Customer notifies SafetyKit in writing at contact@safetykit.com of Customer's objection to the modifications within thirty (30) days after the date of such notice, SafetyKit (at its option and as Customer's exclusive remedy) will either: (i) permit Customer to continue under the existing version of the Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect), or (ii) allow Customer to terminate this Agreement and receive a pro-rata refund of any pre-paid Services subscription fees allocable to the terminated portion of the applicable Subscription Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Services, and, in any event, continued use of the Service after the modified version of this Agreement becomes effective will constitute Customer's acceptance of such modified version.

9.5 <u>Publicity</u>. Subject to SafetyKit obtaining Customer's prior written consent in each instance, SafetyKit may use Customer's name, trademarks, and logos (collectively, the "**Customer Marks**") in SafetyKit's marketing materials, customer lists, presentations, websites, and other promotional activities, solely to identify Customer as a user of SafetyKit's services. The use of the Customer Marks shall adhere to Customer's brand guidelines, if provided. SafetyKit agrees that it shall not make any representations, warranties, or other statements in such materials that imply that Customer endorses, sponsors, certifies, or approves of SafetyKit's services, beyond the acknowledgment that Customer is a user of SafetyKit's services.

9.6 <u>Miscellaneous</u>. This Agreement (together with the Orders) is the sole agreement of the parties concerning the subject matter hereof, and it supersedes all prior agreements and understandings with respect to said subject matter. In the event of any conflict between the terms of an Order and the terms of this Agreement, the terms of this Agreement will apply unless the Order expressly indicates that a provision of the Order should supersede contrary language in the Agreement. No terms of any purchase order, acknowledgement or other form provided by Customer will modify this Agreement, regardless of any failure of SafetyKit to object to such terms. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted hereof. Orders may be executed in counterparts. The headings in this Agreement are inserted for convenience and are not intended to affect the interpretation of this Agreement. Any required notice shall be given in writing by customary means with receipt confirmed. Notices to Customer should be sent to the electronic mail address set forth on the Order. Notices to SafetyKit should be given to contact@safetykit.com or 400 Alabama St. #301, San Francisco CA 94110. Either party may substitute its address for notice by providing written notice thereof to the other party. Notices will be deemed to have been given at the time of actual delivery in person, one (1) day after delivery to an overnight courier service, three (3) days after deposit in the mail, or at the time being sent if by electronic mail. The relationship between the parties shall be that of independent contractors. SafetyKit may use subcontractors. Waiver of any term of this Agreement or

forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of this Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of this Agreement, and the Agreement will continue in full force and effect without said provision. Customer agrees to comply with all applicable export control laws and regulations related to its use of SafetyKit Technology.

Exhibit A
Service Level & Support Terms

Unless a different Service Level and Support Agreement is attached to an Order, the following Service Level and Support Terms will apply to all Orders:

SafetyKit will provide account evaluations within four (4) hours of submission. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond SafetyKit's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and SafetyKit's entire liability, in connection with the Service availability shall be that for each period of downtime lasting longer than four (4) hours, SafetyKit will credit Customer 5% of Service Fees for each period of thirty (30) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to SafetyKit) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify SafetyKit in writing within twenty-four (24) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. SafetyKit will only apply a credit to the month in which the incident occurred. SafetyKit's blocking of data communications or other service in accordance with its policies shall not be deemed to be a failure of SafetyKit to provide adequate service levels under this Agreement.

SafetyKit will provide Technical Support to Customer via both telephone and email during business hours Pacific Time. Customer may initiate a helpdesk ticket by emailing support@safetykit.com or messaging in Customer and SafetyKit's shared Slack channel. SafetyKit will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.