DREAM CLASS

Software as a Service Terms and Conditions

Last Updated: 22 August 2023

PLEASE READ THESE SOFTWARE AS A SERVICE TERMS AND CONDITIONS ("**Agreement**") CAREFULLY BEFORE USING THE SERVICES OFFERED BY DREAM CLASS LLC ("SUPPLIER"). BY USING THIS WEBSITE AND THE SERVICES, YOU AGREE TO BECOME BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF YOURSELF OR THE ORGANIZATION, COMPANY, OR ENTITY FOR WHICH YOU ACT ("**Customer**" or "**you**") AND REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY OR YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT, AND YOU WILL NOT HAVE ANY RIGHT TO USE THE SERVICES OFFERED BY SUPPLIER. REGISTRATION BY "BOTS" OR OTHER AUTOMATED METHODS ARE NOT PERMITTED. SUPPLIER'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THIS AGREEMENT IS CONSIDERED AN OFFER BY SUPPLIER, ACCEPTANCE IS EXPRESSLY LIMITED TO THIS AGREEMENT.

1. AGREEMENT DEFINITIONS

"**Affiliate**" means any entity that, directly or indirectly, controls, is under common control with, or is controlled by a party. For this purpose, "control" means the power to direct or cause the direction of the management or policies of such entity, whether through beneficial ownership of voting securities, by contract or otherwise.

"**Authorized User**" means Customer's employee, contractor, agent, or any other individual authorized by Customer to access and use the Services, via Customer's account, for the purpose specified herein. Customer is responsible for Authorized Users' compliance with this Agreement.

"**Documentation**" means the user guides, online help, training materials and any other documentation made available to Customer regarding use of Services.

"**Order**" means an ordering document entered into by and between Supplier and Customer.

"**Portal**" means the website address assigned and/or designated by Supplier to Customer to access the Services.

"**Services**" means Supplier's hosted internet accessible service, under the name Dream Class made available to Customer via the Portal.

2. ACCESS RIGHTS.

2.1 Subject to Customer's compliance with the terms and conditions set forth herein, Supplier hereby grants to Customer a non-exclusive, non-assignable, limited right to access and use the LMS Services solely for Customer's internal business operations, and up to the maximum number of Customer's Authorized Users set forth in the applicable Order or Customer's account, during the term of the applicable Subscription (as defined in Section 6.3). Customer may elect to use either Supplier's standard free plan, or paid features, including a Subscription. Unless Customer's pricing plan, as identified in the relevant Order, includes chat support, technical support is solely available via e-mail to customer's designated account administrator.

3. USERS

3.1 Registration. Customer must register for an account to access portions of the Services. Customer agrees that the information provided for purposes of account registration is accurate

and will be kept accurate and up-to-date at all times. Customer is solely responsible for maintaining the confidentiality of Customer's account and password and accepts responsibility for all activities that occur under the account. Customer will not share passwords, authentication credentials, or other means of account access with a third party, except Authorized Users. If Customer has reason to believe that Customer's account is no longer secure, Customer must immediately notify Supplier.

3.2 User Subscriptions. The maximum number of current Authorized Users the Customer may authorize to access and use the Services at any given time shall not exceed the maximum number of user subscriptions Customer has purchased under the Order or elected plan (unless explicitly defined otherwise under Customer elected plan). Each user subscription shall correspond to a unique Authorized User who will subscribe, access, and use the Services by use of a password protected access to the Portal. Each Authorized User is responsible for maintaining the security of that Authorized Users' account and password. A single login shared by multiple Authorized Users is not permitted. Customer shall maintain an up-to-date list of current Authorized Users and, upon 10 days' written notice, permit Supplier or its duly authorized representative to audit Customer's records which relate to the measurement of number of Authorized Users and user subscriptions, provided that such audits may not be conducted more than once during any consecutive 12-month period. Any authorized person performing such audit shall protect the Customer's Confidential Information (as defined herein) and abide by Customer's reasonable security procedures. Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Services and/or the Documentation.

3.3 Agreements. Customer may include a separate end user license agreement ("**EULA**") that will govern the relationship between Customer and Authorized Users and such Authorized Users' access to the Services. Any such applicable EULA is solely between Customer and the Authorized User. Supplier shall not be responsible, nor have any liability whatsoever, under any EULA. The EULA must include legally enforceable provisions that obtain all necessary licenses, rights, consents, and permissions from each Authorized User, and comply with the terms, restrictions and conditions in this Agreement and all applicable laws, rules, and regulations

4. RESTRICTIONS. Customer has no right to access or use the Services for any purposes except as may be otherwise expressly set forth in this Agreement. All use of the Services must be only as provided in this Agreement and only in accordance with Supplier' applicable Documentation. Customer shall not and shall not enable or assist any third party to: (a) modify, alter, adapt, copy, translate, perform and display or create derivative works based on the Services or proceed to any action that may be properly characterized as copyright infringement by applicable law; (b) decompile, reverse engineer, disassemble or otherwise attempt to obtain the source code, object code, or underlying structure, ideas, or algorithms of the Services; (c) merge or bundle the Services with other software; (d) sell, resell, license, lease, publish, display (publicly or otherwise), distribute, rent, lease or otherwise transfer or by any means make available ,either directly or via another reseller, to a third party the Services or include the Services in a service bureau, time-sharing, or equivalent offering; (e) duplicate, copy or reuse any portion of the HTML/CSS, JavaScript, or visual design elements or concepts (including the look and feel) of the Services; (f) publicly disseminate information from any source regarding the performance of the Services or otherwise conduct any benchmark or stress tests; (g) access, store, distribute or transmit any viruses, worms, Trojan horses, or other harmful code that in Supplier' sole discretion, affects the Services; (h) modify, disable or compromise the integrity or performance of Services, data or Supplier's systems (including probing, scanning or testing the vulnerability of any Supplier system or network that hosts Services; (i) tamper with or hack Supplier's systems, circumvent any security or authentication measures, or attempt to gain unauthorized access to the Services, related Supplier systems, networks or data; (j) decipher any transmissions to or from the servers running the Services; (k) overwhelm or attempt to overwhelm Supplier's infrastructure by imposing an unreasonable volume of load on Supplier's system that consumes extraordinary resources (CPU's, memory, disk space, bandwidth etc); (l) interfere or attempt to interfere in any manner with the proper functioning of the Services; and (m) include any material during the course of its use of the Services that is unlawful, harmful, defamatory, infringing, facilitates illegal activity, harassing, depicts sexually explicit images and/or causes damage or injury to

any person or property. Without prejudice to Supplier' other rights and remedies, Supplier reserves the right, without liability to the Customer, to disable Customer's access to any material in the event that Customer breaches the restriction provisions of this clause.

5. CUSTOMER'S OBLIGATIONS. Customer agrees to: (a) provide reasonable information and assistance to Supplier to enable the Services to be rendered; (b) comply with all applicable local, state, provincial, national, federal and foreign laws in connections with its use of the Services; (c) notify Supplier immediately upon becoming aware of any unauthorized use of the Services; (d) designate a qualified employee as Customer's administrator for the Services; (e) collect, input, update all Authorized Users data and material provided for use in connection with the Services and (f) if on a free version account, not to maintain -either directly or indirectly- more than one account.

6. PAYMENT FOR SERVICES. Certain features of the Services may require Customer to pay fees. Before Customer pays any fees, Customer will have an opportunity to review and accept the fees that will be charged. All fees are in U.S. Dollars and, unless explicitly provided otherwise herein, are non-refundable.

6.1 Price. Supplier reserves the right to determine pricing for the Services. Supplier will make reasonable efforts to keep pricing information published on the website up to date, available at https://dreamclass.io/pricing. Supplier encourages Customer to check Supplier's website periodically for current pricing information. Supplier may change the fees for any feature of the Services, including additional fees or charges, if Supplier gives Customer advance notice of changes before they apply. Supplier, at its sole discretion, may make promotional offers with different features and different pricing to any of Supplier' customers. These promotional offers, unless made to Customer, will not apply to Customer's offer or this Agreement. The fees set forth in the applicable Order or ordering interface are exclusive of all federal, state, municipal, or other government excise, sales, use, value added or other taxes now in force or enacted in the future, and Customer shall pay any such tax (excluding taxes on Supplier' net income) that Supplier may be required to collect or pay now or at any time in the future with respect to such fees. Unless otherwise set forth in the Order, Customer shall pay all Supplier' undisputed invoices within 30 days after Customer receives invoice. Payment of the amounts due to Supplier shall be made in accordance with the payment schedule set forth on the Order or other ordering interface.

6.2 Authorization. Customer authorizes Supplier or a third-party payment processor to charge all sums for the Orders Customer enters into, orders that Customer makes, and any level of Services Customer selects as described in this Agreement or published by Supplier, including all applicable taxes, to the payment method specified in Customer's account. If Customer pays any fees with a credit card, a third-party payment processor may seek pre-authorization of Customer's credit card account prior to the Customer's purchase to verify that the credit card is valid and has the necessary funds or credit available to cover the Customer's purchase.

6.3 Subscription Services. The paid Services may include automatically recurring payments for periodic charges ("**Subscription**"). The price, term, and restrictions of any Subscription will be set forth in an applicable Order. If Customer activates a Subscription, Customer authorizes Supplier to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or Customer's account, all accrued sums on or before the payment due date for the accrued sums. The "**Subscription Billing Date**" is the date when Customer purchases its first Subscription. Information on the "**Subscription Fee**," is available on Supplier's https://dreamclass.io/pricing page. Customer's account will be charged automatically on the Subscription Billing Date all applicable fees and taxes for the next Subscription period. The Subscription will continue unless and until Customer cancels its Subscription or it is terminated by Supplier. Customer must cancel its Subscription before it renews in order to avoid billing of the next periodic Subscription Fee to its account. Supplier will bill the periodic Subscription Fee to the payment method provided by Customer during registration (or to a different payment method if Customer changes its payment information). Customer may cancel the Subscription via its Portal (under Account and Settings), or by contacting Supplier via email. If

Customer terminates the Subscription for convenience within the first thirty (30) days of an annual Subscription, Customer will be eligible to receive a pro-rated refund of pre-paid amounts, excluding a cancellation fee of 10% deducted from such refund. Such refund is not available with respect to any renewal Subscription period. If Customer elects not to renew a Subscription, Customer's account will be downgraded to the free version of the Services and Customer acknowledges and accepts that this may result to Customer Content becoming inaccessible or permanently deleted.

6.4 Delinquent Accounts. Supplier may suspend or terminate access to the Services, including fee-based portions of the Services, for any account for which any amount is due but unpaid. In addition to the amount due for the Services, a delinquent account will be charged with fees or charges that are incidental to any chargeback or collection of any the unpaid amount, including collection fees.

7. PAYMENTS TO CUSTOMER. If Customer charges its Authorized Users fees, then Customer may receive the fees charged less certain fees and expenses ("**Customer Fees**") using Supplier's third-party service provider (e.g., Stripe). Customer may be required to have an account with that third-party service provider or with another financial institution in order to receive its Customer Fees, and Customer may be charged fees for any related processing services. Any fees charged by Supplier's third-party service provider or by any other financial institution are between Customer and that provider or institution and may be subject to their terms and conditions or any agreement Customer has with them. Supplier may place limits on the balance of Customer Fees needed in order for Customer to cash out and on the amount of Customer Fees that Customer may cash out in any given day or transaction, and Supplier may update these limits from time to time at its discretion. In no event may Customer Cash Out more than $1,000 per day. "Cash Out" means for Customer to receive or redeem Customer Fees, whether such payment is made using Supplier's third-party service provider or with another financial institution.

8. TERM AND TERMINATION.

8.1 Term of Agreement. The term of this Agreement will commence on the Effective Date and will continue in effect unless terminated in accordance with this Agreement (the "**Term**"). On the effective date of termination of this Agreement, all then-current Subscriptions under the Agreement will also terminate unless otherwise agreed by Supplier and Customer.

8.2 Termination for Cause. Either party shall have the right at any time, by giving notice, to terminate this Agreement without liability to the other on the occurrence of any of the following events: (a) if the other party commits a breach of any of the terms and conditions of this Agreement and such breach has not been rectified within thirty (30) days after receipt of notice to rectify served on the defaulting party by the other party; (b) if the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits an appointment of a receiver for its business or assets, becomes subject to any proceedings under any bankruptcy or insolvency law, whether domestic or foreign, is liquidated, voluntarily or otherwise, or suffers any similar action in consequence of debt; or (c) if the other party engages in illegal activities.

8.3 Termination for Convenience. Customer may terminate this Agreement any time without cause upon 30 days' prior written notice to Supplier, in which case any active Subscription will be deemed terminated as well. Customer acknowledges that should Customer terminate for convenience, any pre-paid fees to Supplier corresponding to the unused Subscription term are non-refundable.

8.4 Effect of Inactivity. If Customer has a free version account and does not log into an account for more than 365 days, that account will be permanently deleted. Supplier will provide bimonthly (every 60 days of inactivity) reminder notifications before deleting Customer's account. Upon such account deletion, all Customer Content will become inaccessible and may be permanently deleted.

8.5 Effect of Termination. Upon termination of these this Agreement: (a) Customer's license rights will terminate and Customer must immediately cease all use of the Services; (b) Customer will no longer be authorized to access its account or the Services; (c) Customer must pay Supplier any unpaid amount that was due prior to termination; and (d) all payment obligations accrued prior to termination and Sections 1, 4, 6 7.5, 7,6, 8, 11, 13, 14.3, 15, 16, 17, 18, and 19 will survive.

8.6 Modification of the Services. Supplier reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), temporarily or permanently, without notice to Customer. Supplier will have no liability for any change to the Services or any suspension or termination of Customer's access to or use of the Services.

9. OWNERSHIP OF INTELLECTUAL PROPERTY. Supplier and its licensors retain all intellectual property rights in and to the Services and its components, including the source code, Documentation, Portals, URLs, appearance, structure, organization, preparatory design material, and all other elements of the Services ("**Materials**"). All Materials in the Services are the property of Supplier or its third-party licensors. Other than the right to use the Services for the Term provided in this Agreement, nothing in this Agreement grants Customer any right in the Services. Supplier reserves all rights to the Materials not granted expressly in this Agreement. To the extent Customer provides Supplier with any feedback relating to the Services (including feedback related to usability, performance, interactivity, bug reports and test results) ("**Feedback**"), Supplier will own all right, title and interest in and to such Feedback (and Customer hereby makes all assignments necessary to achieve such ownership). Customer shall report promptly to Supplier any third-party claim served on Customer relating to the intellectual property rights in the Services or the Documentation.

10. THIRD-PARTY TERMS.

10.1 Third-Party Services and Linked Websites. Supplier may provide tools through the Services that enable Customer to export information, including Customer Content, to third-party services, including through features that allow Customer to link its account on Supplier with an account on the third-party service, such as Twitter or Facebook, or through Supplier's implementation of third-party buttons (such as "like" or "share" buttons). By using one of these tools, Customer agrees that Supplier may transfer that information to the applicable third-party service. Third-party services are not under Supplier' control, and, to the fullest extent permitted by law, Supplier is not responsible for any third-party service's use of Customer's exported information. The Services may also contain links to third-party websites. Linked websites are not under Supplier' control, and Supplier is not responsible for their content.

10.2 Third-Party Software. The Services may include or incorporate third-party software components that are generally available free of charge under licenses granting recipients broad rights to copy, modify, and distribute those components ("**Third-Party Components**"). Although the Services are provided to Customer subject to this Agreement, nothing in this Agreement prevents, restricts, or is intended to prevent or restrict Customer from obtaining Third-Party Components under the applicable third-party licenses or to limit Customer's use of Third-Party Components under those third-party licenses.

11. CUSTOMER CONTENT

11.1 Customer Content Generally. Certain features of the Services may permit users to upload content to the Services, including messages, reviews, photos, video, images, folders, data, text, and other types of works ("**Customer Content**") and to publish Customer Content on the Services. Customer retains any copyright and other proprietary rights that it may hold in the Customer Content that Customer posts to the Services.

11.2 Limited License Grant to Supplier. By providing Customer Content to or via the Services, Customer grants Supplier a worldwide, non-exclusive, royalty-free, fully paid right and

license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute its Customer Content, in whole or in part, for providing the Services as described in this Agreement.

11.3 Customer Content Representations and Warranties. Supplier disclaims any and all liability in connection with Customer Content. Customer is solely responsible for its Customer Content and the consequences of providing Customer Content via the Services. By providing Customer Content via the Services, Customer affirms, represents, and warrants to Supplier that:

(a) Customer is the creator and owner of the Customer Content, or has the necessary licenses, rights, consents, and permissions to authorize Supplier and users of the Services to use and distribute its Customer Content as necessary to exercise the licenses granted by Customer in this Section, in the manner contemplated by Supplier, the Services, and this Agreement;

(b) Customer Content, and the use of Customer Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including intellectual property rights; (ii) slander, defame, libel, or invade the right of privacy, publicity, or other property rights of any other person; or (iii) cause Supplier to violate any law or regulation;

(c) Customer Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate; and

(d) Customer has all necessary approvals and authorizations to convey all licenses to Supplier hereunder.

11.4 Customer Content Disclaimer. Supplier is under no obligation to edit or control Customer Content that Customer or other users post or publish and will not be in any way responsible or liable for Customer Content. Customer understands that when using the Services, it will be exposed to Customer Content from a variety of sources and acknowledges that Customer Content may be inaccurate, offensive, indecent, or objectionable. Customer agrees to waive, and does waive, any legal or equitable right or remedy it has or may have against Supplier with respect to Customer Content. If notified by a user or content owner that Customer Content allegedly does not conform to this Agreement, Supplier may investigate the allegation and determine in its sole discretion whether to remove the Customer Content, which Supplier reserves the right to do at any time and without notice. For clarity, Supplier does not permit copyright-infringing activities on the Services.

11.5 Monitoring Content. Supplier does not control and does not have any obligation to monitor: (a) Customer Content; (b) any content made available by third parties; or (c) the use of the Services by its users. Customer acknowledges and agrees that Supplier reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Services for operational purposes. If at any time Supplier chooses to monitor the content, Supplier still assumes no responsibility or liability for content, or any loss or damage incurred as a result of the use of content.

12. COPYRIGHT AND INTELLECTUAL PROPERTY PROTECTION

12.1 DMCA Notification. Supplier complies with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended). If Customer has an intellectual property rights-related complaint about material posted on the Services, Customer may contact our Designated Agent at the following address:

Dream Class LLC
Attn: Legal Department (Copyright Notification)
505 Montgomery Str, Suite 1100
San Francisco, CA 94111 – USA
Tel: (+1)(646) 797 2799
Email: legal@dreamclass.io

12.2 Content of Notification. Any notice alleging that materials hosted by or distributed through the Services infringe intellectual property rights must include the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;

(b) a description of the copyrighted work or other intellectual property that Customer claims has been infringed;

(c) a description of the material that Customer claims is infringing and where it is located on the Services;

(d) Customer's address, telephone number, and email address;

(e) a statement by Customer that it has a good faith belief that the use of the materials on the Services of which Customer is complaining is not authorized by the copyright or intellectual property owner, its agent, or the law; and

(f) a statement by Customer that the above information in its notice is accurate and that, under penalty of perjury, Customer is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

12.3 Repeat Infringers. Supplier will promptly terminate the accounts of users that are determined by Supplier to be repeat infringers.

13. CUSTOMER'S DATA.

13.1 Customer hereby acknowledges and agrees that Supplier' performance of this Agreement requires Supplier to process, transmit and store personal data under the documented instructions of the Customer and as further specified in the Data Processing Addendum ("**DPA**") available at https://www.dreamclass.io/download/DREAM%20CLASS%20DPA%20Version%201.0.pdf which forms an integral part to this Agreement.

13.2 Customer hereby also acknowledges and agrees that Supplier may process contractual data and service usage data, as strictly necessary for the purposes of billing and payments and for analysis and benchmarking, and under the same technical and organizational security measures as those described in Attachment 2 to the DPA. Customer hereby acknowledges and agrees that Supplier shall process the name and email address of the Customer to communicate with the Customer for the presentation and promotion of the Services or of new services. Customer may at any time, free of charge, unsubscribe from such electronic communication, easily by clicking the button "unsubscribe" contained in the electronic communication. Customer also hereby acknowledges and accepts Supplier's Privacy Policy (available at https://www.dreamclass.io/privacy-policy/).

14. CONFIDENTIAL INFORMATION. During the Term, in connection with this Agreement, each party (a "**Disclosing Party**") may disclose to the other party (a "**Receiving Party**") confidential or proprietary materials and information of the first party ("**Confidential Information**"). All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the confidential information of the Disclosing Party, will be considered "Confidential Information"; for the avoidance of doubt, the Services, all pricing information and terms of this Agreement, are Confidential Information of Supplier. Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated under this Agreement. The obligations in this Section 13 will not apply to any information that: (a) is made generally available to the public without breach of this Agreement, (b) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (c) is disclosed to Receiving Party by a third-party without restriction, or (d) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure. At any time, upon Disclosing Party's request, Receiving Party will return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including all copies and extracts thereof. Notwithstanding the foregoing, (i) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as the terms of this Agreement and (ii) all Feedback be solely, as between the parties, Confidential Information of Supplier.

15. LIMITED WARRANTY AND DISCLAIMER

15.1 Each party warrants that: (a) it is a validly existing and duly incorporated company in accordance with respective local laws; (b) it has full power, legal right and authority to enter into this Agreement, and to do all acts and things and execute and deliver all other documents as are required hereunder to be done, observed or performed by it in accordance with its the terms of this Agreement; and (c) it has taken all necessary corporate action to authorize the creation, execution, delivery and performance of this Agreement, and to observe and perform the provisions of this Agreement in accordance with their terms.

15.2 Supplier further warrants that during throughout the Term, when utilized in accordance with their current Documentation and under normal use and circumstances, the Services will operate in material conformance with the Documentation.

15.3 EXCEPT AS SET FORTH IN THIS SECTION 14, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF ANY KIND CONCERNING THE SERVICES, THE MATERIALS, OR THEIR USE, ACCURACY, OR FUNCTION. SPECIFICALLY, SUPPLIER PROVIDES THE SERVICES ON AN "AS-IS" BASIS AND "AS-AVAILABLE BASIS" AND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT REGARDING THE SERVICES SHALL BE DEEMED A WARRANTY OR GUARANTEE FOR ANY PURPOSE OR GIVE RISE TO ANY SUPPLIER' LIABILITY OF THIRD PARTIES WHATSOEVER. CUSTOMER ACKNOWLEDGES THAT IT RELIED ON NO WARRANTIES OR STATEMENTS OTHER THAN AS MAY BE SET FORTH HEREIN. SUPPLIER DOES NOT WARRANT THAT THE SERVICES OR CONTENT OFFERED THROUGH THE SERVICES, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS,

VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SUPPLIER DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING FEES CHARGED TO AUTHORIZED USERS, AND SUPPLIER WILL NOT BE LIABLE FOR ANY DISCREPANCY BETWEEN FEES CHARGED TO AUTHORIZED USERS AND FEES CUSTOMER OWES TO SUPPLIER. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION 14.3 APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. SUPPLIER DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT SUPPLIER IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

15.4 Customer may be invited by Supplier to try beta versions of the Services ("Beta Services"). Customer may need to agree to additional terms for the Beta Services. The Beta Services are provided for evaluation and feedback purposes only and may not be used in a production environment. Customer understands that the beta Services are not generally released and, therefore, are unsupported and may contain bugs, errors, and other issues. The Beta Services are provided on an "AS-IS" basis, without warranty of any kind, and Supplier is not responsible for any problems or issues related to Customer's use of the Beta Services. The Beta Services may never be generally available, and Supplier may discontinue the Beta Services in its sole discretion at any time for any reason, and Supplier may delete any Customer Content or any other data on the Beta Services without liability to Customer.

16. LIMITATION OF LIABILITY

16.1 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SUPPLIER AND ITS AFFILIATES BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO CUSTOMER'S ACCESS TO OR USE OF, OR CUSTOMER'S INABILITY TO ACCESS OR USE, THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY SUPPLIER ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF THE SUPPLIER ENTITIES TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT CUSTOMER HAS PAID TO SUPPLIER FOR ACCESS TO AND USE OF THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCE GIVING RISE TO CLAIM; OR (B) $100.

16.2 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 15 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

17. INDEMNIFICATION.

17.1 Supplier shall (i) defend, or at its option settle, any claim brought against Customer by a third party to the extent it alleges that Customer's use of the Services as authorized in this Agreement constitutes a direct infringement of U.S. copyright or trade secret of any third party, and (ii) pay, subject to the limitations set forth in Section 15, damages awarded in a final judgment, (or amounts agreed in a monetary settlement), in any such claim defended by Supplier; provided that Customer provides Supplier (i) prompt written notice of; (ii) sole control over the defense and settlement of; and (iii) all information and assistance reasonably requested by Supplier in connection with the defense or

settlement of, any such claim. If any such claim is brought or threatened, Supplier may, at its sole option and expense: (a) procure for Customer the right to continue to use the applicable Services; (b) modify the Services to make them non-infringing; (c) replace the Services with non-infringing technology having substantially similar capabilities; or (d) if none of the foregoing is commercially practicable, terminate the applicable Services or this Agreement. Notwithstanding the foregoing, Supplier will have no liability to Customer for any claim arising out of or based upon: (a) the use of the Services in combination with software, products or services not provided by Supplier (b) Customer's failure to use the Services in accordance with this Agreement.

17.2 SECTION 16.1 STATES THE ENTIRE LIABILITY OF SUPPLIER, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY SUPPLIER OR ITS SERVICES OR ANY PART THEREOF.

17.3 Notwithstanding anything to the contrary in Section 16.1, Customer will defend, indemnify, and hold Supplier harmless from and against all third-party claims, actions, proceedings, regulatory investigations, damages, losses, judgments, settlements, costs and expenses (including attorneys' fees), arising from or in connection with: (a) Customer's breach of any laws or regulations (including with respect to privacy); (b) Customer's or any Authorized User's use of the services; and (c) Customer's violation of any agreements it has with any Authorized User; provided that Supplier provides Customer with (a) prompt written notice of; (b) sole 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. Supplier may appear, at its own expense, through counsel reasonably acceptable to Customer.

18. MODIFICATION. Supplier reserves the right to change this Agreement on a going-forward basis at any time upon seven days' notice. Please check this Agreement periodically for changes. If a change to this Agreement materially modifies Customer's rights or obligations, Supplier may require that Customer accept the modified Agreement in order to continue to use the Services. Customer must accept the modifications to continue accessing or using the Services. If Customer objects to the modifications, its exclusive remedy is to cease any and all access and use of the Services. If the effective date of the modifications is during the term of a Subscription and Customer objects to the modifications, then (as its exclusive remedy) Customer may terminate its affected Subscription upon notice to Supplier, and Supplier will refund to Customer any fees it has pre-paid for use of the Services for the terminated portion of the term of the applicable Subscription. To exercise this right, Customer must provide Supplier with notice of its objection and termination within 30 days after Supplier provides notice of the modifications. Material modifications are effective upon Customer's acceptance of the modified version of the Agreement. Immaterial modifications are effective upon publication. Except as expressly permitted in this Section 19, this Agreement may be amended only by a written agreement signed by authorized representatives of the parties to this Agreement. Disputes arising under this Agreement will be resolved in accordance with the version of this Agreement that was in effect at the time the dispute arose.

19. EXPORT CONTROLS. Customer acknowledges that the Services may be subject to U.S. and international export control laws and regulations. Customer agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control. Customer agrees not to—directly or indirectly—sell, export, reexport, transfer, or divert the service provided by Supplier to any destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. Additionally, Customer warrants that it is (1) not located in Cuba, Iran, North Korea, or Syria or the Crimea Region of Ukraine, or DNR and LNR regions of Ukraine, and (2) not a denied party as specified in the regulations listed above. This export control clause shall survive termination or cancellation of this Agreement.

20. MISCELLANEOUS

20.1 Notices. Any notice, request, instruction or other document to be given under this Agreement to any party hereunder shall be in the English language, in writing, and sent by first class mail, confirmed facsimile or major commercial rapid delivery courier service to the address specified on the Customer's account or, to Supplier at 505 Montgomery Str, Suite 1100 San Francisco, CA 94111 – USA (or such other address as may be properly specified by written notice hereunder). Email notice will be permitted by Supplier if sent to the Customer's account email address.

20.2 Entire Agreement. The Agreement, including any applicable Order or DPA, constitutes the entire Agreement and contains the entire and exclusive understanding between the parties with respect to the matters referenced herein. No terms, provisions or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to such terms, provisions, or conditions. No amendment or modification of this Agreement shall be valid and binding unless made and confirmed in writing or otherwise signed by the parties hereto.

20.3 Severability. In the event of any one or more provisions of this Agreement becoming invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

20.4 Waiver. No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

20.5 Force Majeure. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including accident, acts of God, fire or water damage, criminal conduct, neglect, acts of war, riots, strikes, lightening, electrical disturbances, or other similar causes. Such events, occurrences or causes do not include inability to meet financial obligations. The time of performance hereunder is extended by a period of time lost because of such delay. Notwithstanding any other provisions of this section, should the Force Majeure Event last for more than 30 days, the non-affected party may terminate this Agreement immediately upon written notice to the affected party.

20.6 Marketing. During the Term: (a) Customer agrees to participate in case studies and other similar marketing efforts reasonably requested by Supplier; (b) Supplier may disclose that Customer is a customer of Supplier to third parties; and (c) Supplier may include on and in Supplier' website, case studies, marketing materials, and conference presentations and other speaking opportunities, Customer's testimonials and other feedback regarding the Services, name, website URL, use case, and logo and other marks. Upon request from Customer, Supplier will promptly stop making the disclosure and use described in the foregoing sentence except to the extent already included in any then-existing materials.

20.7 Assignment. This Agreement is not assignable or transferable by Customer except with Supplier' prior written consent; provided, however, that Customer may, upon prior written notice to Supplier, transfer and assign its rights and obligations under this Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. If such a transfer or assignment is made in favor of a direct competitor of Supplier, then Supplier may terminate this Agreement upon written notice to Customer. Supplier may freely assign this Agreement. Any assignment in violation of the foregoing is void.

20.8 Governing law, Jurisdiction. Any dispute arising hereunder shall be exclusively construed in accordance with the laws of the State of Delaware without regard to principles of conflict of laws. For the purpose of this Agreement, Customer consents to the personal jurisdiction and venue of the courts located in the State of Delaware, without prejudice to the provisions of the DPA.

BOTH PARTIES ACKNOWLEDGE READING THIS AGREEMENT, INCLUDING THE OTHER DOCUMENTS REFERENCED THEREIN, AND AGREE TO BE BOUND THEREBY.