

SAAS SUBSCRIPTION AGREEMENT

THIS SAAS SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF BOBYARD SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF THE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, OR (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

Bobyard's direct competitors are prohibited from accessing the Services, except with Bobyard's prior written consent.

This Agreement was last updated on September 8, 2026. It is effective between Customer and Bobyard as of the date of Customer's accepting this Agreement (the "**Effective Date**").

1. DEFINITIONS

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this SaaS Services Agreement and any exhibits, schedules and addenda hereto.

"**Beta Services**" means Bobyard services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Content**" means information obtained by Bobyard from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means electronic data and information submitted by or for Customer to the Services, excluding Content and Third-Party Services.

"**Customer Materials**" means materials and resources that Customer makes available to Bobyard in connection with Professional Services.

"**Documentation**" means all specifications, user manuals, and other materials relating to the Services and provided or made available by Bobyard to Customer, as may be modified by Bobyard from time to time.

"**Malicious Code**" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"**Third Party Service**" means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party. Third-Party Services, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means an ordering document or online order specifying the Services and/or Professional Services to be provided hereunder that is entered into between Customer and Bobyard or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement

as if it were an original party hereto.

“Performance Data” means any log files, metadata, telemetry data and other technical performance data automatically generated by the Bobbyard Platform relating to the use, performance, efficacy, reliability and/or accuracy of the Bobbyard Platform, which does not contain any Personal Data or Customer Data.

“Professional Services” means training, migration or other professional services that Bobbyard furnishes to Customer related to the Services.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Bobbyard, including the Bobbyard as described in the Documentation. “Services” exclude Professional Services, Content, and Third-Party Services. The **“Bobbyard Platform”** means the technology used by Bobbyard to deliver the Services to Customer.

“Statement of Work” means a statement of work for Professional Services that is executed by the parties and references this Agreement.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Bobbyard without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Bobbyard at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. Bobbyard RESPONSIBILITIES

2.1 Provision of Purchased Services. Bobbyard will (a) make the Purchased Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Bobbyard standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 9 am to 6 pm Pacific, Monday through Friday, except for: (i) planned downtime (of which Bobbyard shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Bobbyard’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Bobbyard employees), Internet service provider failure or delay, Third-Party Service, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Bobbyard’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s and Users’ use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. Bobbyard will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). The terms of the data processing addendum at <https://www.bobbyard.com/legal/data-processing-addendum> (the **“DPA”**) posted as of the Effective Date are hereby incorporated by reference. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Bobbyard, the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Bobbyard will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Bobbyard will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3 Bobbyard Personnel. Bobbyard will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Bobbyard’s obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Beta Services. From time to time, Bobyard may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms executed separately between Bobyard and Customer.

2.5 Free Trial. Bobyard will make the applicable Service(s) available to Customer on a trial basis free of charge as set forth in an applicable Order Form until the earlier of (a) the end of the free trial period set forth in the Order Form or (b) termination by Bobyard in its sole discretion.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY BOBYARD" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND BOBYARD SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BOBYARD'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, BOBYARD AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) PERFORMANCE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO BOBYARD AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

2.6 Professional Services. Bobyard will perform Professional Services as described in an Order or Statement of Work, which may identify additional terms or milestones for the Professional Services. Any Professional Services will be provided in a professional and workmanlike manner. Customer will give Bobyard timely access to Customer Materials reasonably needed for Professional Services, and Bobyard will use the Customer Materials only for purposes of providing Professional Services. Subject to any limits in an Order or Statement of Work, Customer will reimburse Bobyard's reasonable travel and lodging expenses incurred in providing Professional Services. Customer may use code or other deliverables that Bobyard furnishes as part of Professional Services only in connection with Customer's authorized use of the Service under this Agreement.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Bobyard regarding future functionality or features.

3.2 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Third-Party Services with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Bobyard promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, and (e) comply with terms of service of any Third-Party Services with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Bobyard's judgment threatens the security, integrity or availability of Bobyard's Services, may result in Bobyard's immediate suspension of Customer's access to the Services, however Bobyard will

use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Third-Party Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Third-Party Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Bobbyard intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.4 Removal of Content and Third-Party Services. If Customer receives notice, including from Bobbyard, that Content or a Third-Party Service may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Bobbyard's judgment continued violation is likely to reoccur, Bobbyard may disable the applicable Content, Service and/or Third-Party Service. If requested by Bobbyard, Customer shall confirm deletion and discontinuance of use of such Content and/or Third-Party Service in writing and Bobbyard shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Bobbyard is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, Bobbyard may discontinue Customer's access to Content through the Services.

4. THIRD-PARTY PRODUCTS AND SERVICES

4.1 Third-Party Products and Services. Bobbyard or third parties may make available third-party products or services, including, for example, Third-Party Services and implementation and other consulting services. A list of third-party providers can be found at <https://www.bobyard.com/legal/notices-and-license-information>. Acquisition by Customer of such products or services, and any exchange of data between Customer and any third party provider, product or service is solely between Customer and the applicable third party provider. Bobbyard does not warrant or support Third-Party Services or other third party products or services, whether or not they are designated by Bobbyard as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Bobbyard is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third-Party Service or its provider.

4.2 Integration with Third-Party Services. The Services may contain features designed to interoperate with Third-Party Services. Bobbyard cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Service ceases to make the Third-Party Service available for interoperation with the corresponding Service features in a manner acceptable to Bobbyard.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment. Customer will provide Bobbyard with a valid purchase order or alternative document reasonably acceptable to Bobbyard. Bobbyard will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible

for providing complete and accurate billing and contact information to Bobyard and notifying Bobyard of any changes to such information.

- 5.3 Overdue Charges.** If any invoiced amount is not received by Bobyard by the due date, then without limiting Bobyard's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Bobyard may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 5.4 Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, Bobyard may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that Bobyard will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.
- 5.5 Payment Disputes.** Bobyard will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.6 Taxes.** Bobyard's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Bobyard has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Bobyard will invoice Customer and Customer will pay that amount unless Customer provides Bobyard with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Bobyard is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

- 6.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Bobyard, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services, Content, and Performance Data, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 6.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 6.3 License by Customer to Bobyard.** Customer grants Bobyard, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Third-Party Services and program code created by or for Customer using a Service or for use by Customer with the Services, Customer Materials, and Customer Data, each as appropriate for Bobyard to provide and ensure proper operation of the Services and Professional Services, and associated systems in accordance with this Agreement. If Customer opts-in to share Customer Data for general Bobyard service improvement, Customer also grants Bobyard and its Affiliates a worldwide, non-exclusive, royalty-free license to use Customer Data (i.e., takeoffs, maps, plans, drawings, measurements, etc. – not personally identifiable information) in aggregated and/or de-identified form to develop, train, test, and improve Bobyard's products, services, and machine learning models (the "Improvement License") and Customer agrees that such use is within the scope of this Agreement. Bobyard will not use Customer Data under the Improvement License in a manner that identifies Customer to any third party. The Improvement License survives termination of this Agreement, notwithstanding Bobyard's deletion obligations under Section 2.2. Customer may opt out of the Improvement License at any time via written notice to Bobyard; opt-out does not affect data or model improvements derived before the effective date of the opt-out. If Customer chooses to use a Third-Party Service with a Service, Customer grants Bobyard permission to allow the Third-Party Service and its provider to access Customer Data and information about Customer's usage of the Third-Party Service as appropriate for the interoperation of that Third-Party Service with the Service. Subject to the limited licenses granted herein, Bobyard acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Third-Party Service, Third-Party Content, or such program code.
- 6.4 License by Customer to Use Feedback.** Customer grants to Bobyard and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Bobyard's or its Affiliates' services.

7. CONFIDENTIALITY

- 7.1 Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing

Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Bobbyard includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Bobbyard services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, Bobbyard may disclose the terms of this Agreement and any applicable Order Form to a contractor or Third-Party Service Provider to the extent necessary to perform Bobbyard’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that (a) it has validly entered into this Agreement and has the legal power to do so; and (b) it is not bound by any agreement with any third party that would prohibit or interfere with its ability to perform its obligations hereunder.

8.2 Bobbyard Warranties and Remedies. Bobbyard warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Bobbyard will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Integration with Third-Party Services” section above, Bobbyard will not materially decrease the overall functionality of the Services. Bobbyard will use reasonable efforts to correct a verified breach of these warranties reported by Customer. If Bobbyard fails to do so within 30 days after Customer’s warranty report, then either party may terminate the Order and/or SOW as relates to the non-conforming Service or Professional Services, in which case Bobbyard will refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Services subscription term or for the non-conforming Professional Services, as applicable. To receive these remedies, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the Services or 30 days after delivery of the relevant Professional Services. These procedures are Customer’s exclusive remedies and Bobbyard’s sole liability for breach of these warranties.

8.3 Disclaimers.

8.3.1 General. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES,

INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT, AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

- 8.3.2 Accuracy.** CUSTOMER ACKNOWLEDGES THAT ALL ESTIMATES, RESULTS, INSIGHTS, AND RECOMMENDATIONS GENERATED BY THE SERVICE ARE BASED ON CUSTOMER DATA AND THIRD-PARTY INDUSTRY DATA OVER WHICH PROVIDER HAS NO CONTROL. PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR COMPLETENESS OF ANY SERVICE OUTPUTS, AND DOES NOT GUARANTEE ANY PARTICULAR OUTCOMES, REVENUES, OR RETURNS. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS MADE IN RELIANCE ON SERVICE OUTPUTS.

9. MUTUAL INDEMNIFICATION

- 9.1 Indemnification by Bobyard.** Bobyard will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a “**Claim Against Customer**”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Bobyard in writing of, a Claim Against Customer, provided Customer (a) promptly gives Bobyard written notice of the Claim Against Customer, (b) gives Bobyard sole control of the defense and settlement of the Claim Against Customer (except that Bobyard may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Bobyard all reasonable assistance, at Bobyard's expense. If Bobyard receives information about an infringement or misappropriation claim related to a Service, Bobyard may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Bobyard's warranties under “Bobyard Warranties” above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Bobyard, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, a Third-Party Service or Customer's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.2 Indemnification by Customer.** Customer will defend Bobyard and its Affiliates against any claim, demand, suit or proceeding made or brought against Bobyard by a third party (a) alleging that the combination of a Third-Party Service or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Third-Party Service provided by Customer (each a “**Claim Against Bobyard**”), and will indemnify Bobyard from any damages, attorney fees and costs finally awarded against Bobyard as a result of, or for any amounts paid by Bobyard under a settlement approved by Customer in writing of, a Claim Against Bobyard, provided Bobyard (A) promptly gives Customer written notice of the Claim Against Bobyard, (B) gives Customer sole control of the defense and settlement of the Claim Against Bobyard (except that Customer may not settle any Claim Against Bobyard unless it unconditionally releases Bobyard of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Bobyard arises from Bobyard's breach of this Agreement, the Documentation or applicable Order Forms.
- 9.3 Exclusive Remedy.** This “Mutual Indemnification” section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

- 10.1 Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. EXCLUDING BREACHES OF CONFIDENTIALITY, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

11.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, Bobbyard may increase the Fees for the Services upon any renewal by providing no less than forty-five (45) days prior written notice of such Fee increase. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, Bobbyard will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Bobbyard in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Bobbyard for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Third-Party Services," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Bobbyard retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other Bobbyard technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Bobbyard and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently the Crimea, Luhansk or Donetsk regions, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Bobbyard and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for

payment of all compensation owed to its employees, as well as all employment-related taxes.

- 12.5 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.6 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 12.7 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 12.8 Remedies.** Except as provided in the Limited Warranty and Indemnification sections, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that any actual or threatened breach of the Restrictions or Confidentiality provisions, or any breach of Customer's obligations with respect to Bobbyard's intellectual property rights, will constitute immediate, irreparable harm for which monetary damages would be an inadequate remedy, entitling Bobbyard to seek immediate injunctive relief without the requirement of posting bond. The prevailing party in any legal action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees, court costs, and other collection expenses.
- 12.9 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Bobbyard will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 12.10 Notices.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable claim ("Legal Notices"), the day of sending by email. Notices to Bobbyard will be addressed to the attention of "Legal Department" at Bobbyard, Inc., 101 2nd St., San Francisco, CA 94105, or as updated by Bobbyard via written notice to Customer. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer, and Legal Notices to Customer will be addressed to Customer and be clearly identifiable as Legal Notices. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.
- 12.11 Governing Law.** This Agreement, and any disputes arising out of or related hereto, will be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods.
- 12.12 Venue.** The state and federal courts located in San Francisco County, California will have exclusive jurisdiction over any dispute relating to this Agreement, and each party consents to the exclusive jurisdiction of those courts.