Services Agreement

PLEASE READ THE SERVICES AGREEMENT ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY CHALK ("CHALK"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH CHALK WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA CHALK'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY CHALK SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THEN YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **Order Forms; Access to the Service.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Chalk grants Customer a nonexclusive, limited, personal, nonsublicensable, nontransferable right and license to internally access and use the Chalk product(s) and/or service(s) specified in such Order Form (collectively, the "Service," or "Services") during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Chalk's applicable official user documentation for such Service made available to Customer (the "Documentation"). As part of the configuration of the Services, the parties may elect Customer Cloud or Chalk Cloud on the applicable Order Form. "Customer Cloud" refers to instances where the Services are not hosted by Chalk, but instead provisioned on a cloud hosting environment provided by Customer (the "Customer Environment"). "Chalk Cloud" shall refer to instances where the Services are hosted by Chalk. Unless otherwise specified herein, the Enterprise Terms shall apply to all Services. In the event the Customer elects to access and use the Service during a Trial Period as set forth on the Order Form, Customer agrees that Sections 3, 5, 7, 12 herein shall not apply during the applicable Trial Period.

2. **Implementation.** Upon payment of any applicable fees set forth in each Order Form, Chalk will provide standard implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance"). If Chalk provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Chalk otherwise provides additional services beyond those agreed in an Order Form, in each case as approved by Customer in advance, Customer will pay Chalk at its then-current hourly rates for consultation.

3. **Support; Service Levels.** Subject to Customer's payment of all applicable fees, Chalk will provide support, maintenance, and uptime for each Service in accordance with (i) the support package selected by Customer on the applicable Order Form (if any) and (ii) Chalk's then-current Support and Availability Policy (the current version of which is set forth at https://chalk.ai/legal/sla).

4. **Customer Cloud; Customer Environment.** The following terms in this section 4 shall apply in the event Customer Cloud is specified on the applicable Order Form. (a) Customer will provide Chalk with access to the Customer Environment to allow Chalk to engage in any activity or action relating to the Services (including to access, manage, update, provision and monitor the Services), and Chalk shall not be responsible for any issues that arise from failure to provide such access; (b) Chalk shall have full control and decision-making authority regarding resource provisioning within the Customer Environment (including without limitation the type, number, size and other characteristics of the computers to be provisioned); (c) Customer is responsible for ensuring that Chalk's access to the Customer Environment as permitted hereunder does not conflict with or violate any agreement between Customer and any third party (including without limitation any third party hosting provider with respect to the Customer Environment); (d) Chalk does not host the Customer Environment into which the Services are deployed or in which Customer Data may be stored; and (e) Customer is solely responsible for the Customer Environment, including without limitation security, backup, and disaster recovery with respect thereto. Accordingly, and without limiting the foregoing, Chalk is not responsible for any loss, destruction, alteration, or corruption of Customer Data, except to the extent caused by the gross negligence or willful misconduct of Chalk.

   With respect to the Customer Environment, Customer further acknowledges and agrees that Customer is responsible for (a) protecting the security of all Customer credentials used to access the Services; (b) securing the Customer Environment (with such steps to include without limitation the regular rotation of access keys and other industry standard steps to preclude unauthorized access); (c) backing up and securing Customer Data under Customer's control within the Customer Environment; and (d) ensuring that Chalk does not have access to Customer Data that is not necessary for Chalk to provide the Services, and Customer expressly assumes the risks associated with the foregoing responsibilities. Upon any termination or expiration of an applicable Order Form, Customer will permit Chalk to access the Customer Environment to remove all Chalk property, including but not limited to any software associated with the Services. Chalk acknowledges and agrees that, as between the parties and except to the extent caused by the action or intentional or negligent inaction of Customer or Customer's users, including without limitation any customizations or configurations of the Services by Customer or anything specified to be Customer's responsibility, Chalk is primarily responsible for (a) the operation of elements of the Services residing within the Customer Environment; and (b) implementing reasonable measures designed as specified in the Enterprise Terms to maintain the security and integrity of the foregoing. Notwithstanding anything else, (i) any service level agreement (including without limitation any availability or uptime commitments set forth in Chalk's Support and Availability Policy) will not apply with respect to the Customer Environment, and (ii)

Chalk's obligations pursuant to Section 9 shall apply to the Services only to the extent that Chalk has access to Customer Data.

5. **Service Updates.** From time to time, Chalk may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that Chalk shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Chalk may make improvements and modifications to the Services at any time in its sole discretion; provided that Chalk shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.

6. **Ownership; Feedback.** As between the parties, Chalk retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Chalk for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the "Services" and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Chalk with respect to the Service ("Feedback"). Notwithstanding anything else, Chalk acknowledges and agrees that all Feedback is provided "AS IS" and without warranty of any kind. Customer shall, and hereby does, grant to Chalk a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Chalk's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Customer may develop, produce, market, or distribute.

7. **Fees; Payment.** Customer shall pay Chalk fees as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law, whichever is less. Chalk reserves the right to change the Fees and to institute new Fees at the end of the Order Form Initial Term or then current Order Form Renewal Term (each as defined below), upon thirty (30) days prior written notice to Customer (which may be sent by email). Customer shall be responsible for all taxes associated with its use of the Service (excluding taxes based on Chalk's net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then Chalk shall invoice Customer for such additional users or usage on a monthly basis in arrears, at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Chalk's then-current standard overage rates for such usage).

8. **Restrictions.** Except as expressly set forth in this Agreement, Customer shall not (and shall not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Chalk product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; or (viii) bypass any measures Chalk may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Service, including but not limited to uploading Customer Data (as defined below) onto the Service. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws), and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

9. **Customer Data.** For purposes of this Agreement, "Customer Data" shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Chalk, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer represents and warrants that it has all rights necessary to provide the Customer Data to Chalk as contemplated hereunder, in each case without any infringement, violation or misappropriation of any third party rights (including, without limitation, intellectual property rights and rights of privacy). Customer will comply with Chalk's then-current acceptable use policy (the current version of which is set forth at https://chalk.ai/legal/aup). Chalk shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Customer Data. Chalk is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Service unless such access is due to Chalk's gross negligence or willful misconduct. Customer is responsible for (x) maintaining the security of Customer's account passwords and encryption keys, and (y) the use of the Service by any person to whom Customer has given access to the Service. To the extent that the Customer Data includes any personal information, (i) Chalk will process, retain, use, and disclose such personal information only as necessary to provide the Services hereunder and as otherwise permitted under this Agreement, which constitutes a business purpose, (ii) Chalk agrees not to sell such personal data, to retain, use, or disclose such personal data for any commercial purpose other than the foregoing purposes, or to retain, use, or

disclose such personal data outside of the scope of this Agreement, and (iii) each party will comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with processing personal information (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws). Chalk understands its obligations under applicable data protection laws and will comply with them. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Chalk may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated De-Identified Data (as defined below), and (ii) freely use, retain and make available Aggregated De-Identified Data for Chalk's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing Chalk's products and services). "Aggregated De-Identified Data" means data submitted to, collected by, or generated by Chalk in connection with Customer's use of the Service, but only in aggregate, de-identified form which can in no way be linked specifically to Customer or its users.

10. **Third Party Services.** Customer acknowledges and agrees that (i) the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (e.g., other vendors of Customer) ("Third Party Integrations"), (ii) the availability and operation of the Service or certain portions or functionality thereof may be dependent on Chalk's ability to access such Third Party Integrations, and (iii) Customer is responsible for providing Chalk with adequate access and permissions to such Third Party Integrations (and any failure to do so may result in suspension or interruption of the applicable functionality of the Service). Customer hereby represents and warrants that it has all rights, licenses, permissions and consents necessary to connect, use and access any Third Party Integrations that it integrates with the Service, and Customer shall indemnify, defend and hold harmless Chalk for all claims, damages and liabilities arising out of Customer's use of any Third Party Integrations in connection with or through the Service. Chalk cannot and does not guarantee that the Service shall incorporate (or continue to incorporate) any particular Third Party Integrations and does not make any representations or warranties with respect to Third Party Integrations. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Integrations (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

11. **Term; Termination.** This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y)

following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement or the applicable Order Form by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Chalk may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) material damage to or material degradation of the Service (including in a manner which interferes with Chalk's ability to provide access to the Service to other customers); provided that in the case of subsection (ii): (a) Chalk shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Chalk shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Chalk shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any professional or consulting services provided by Chalk to Customer, including any assistance in exporting the Customer Data, shall be billable at Chalk's standard rates then in effect.

12. **Indemnification.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Service (in the case of Customer as Indemnitor), or (ii) the Service (in the case of Chalk as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (x) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (y) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (z) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Chalk do not apply with respect to the Service or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Chalk (including without limitation

any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Chalk (to the extent the claim arises from such modification), (iv) combined with other products, processes or materials not provided by Chalk (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not in accordance herewith.

13. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

14. **Limitation of Liability.** EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND FOR CUSTOMER'S BREACH OF SECTION 8, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO CHALK HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15. **Miscellaneous.** This Agreement (including all Order Forms) represents the entire agreement between Customer and Chalk with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Chalk with respect thereto. In the event of any conflict between these Terms and an Order Form, the Order Form shall control. The Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, any provision of this Agreement may be amended or waived only by a writing executed by

both parties. Neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; riots; civil or public disturbances; strikes lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Chalk may utilize subcontractors in the performance of its obligations hereunder (provided that Chalk shall remain liable and responsible for any subcontractor's compliance with this Agreement). Customer agrees that Chalk may use Customer's name and logo to refer to Customer as a customer of Chalk on its website and in marketing materials. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.