

SUPERBLOCKS MASTER SERVICES AGREEMENT TERMS AND CONDITIONS

These Superblocks Master Services Agreement Terms and Conditions (the “**Terms**”) are entered into between DayZero Software, Inc. dba “Superblocks” (“**Superblocks**”) and the entity that has executed an Order Form that references and incorporates these Terms by reference (“**Customer**”), and governs Customer’s access to and use of the Services and Platform described on such Order Form. These Terms and the Order Form, constitute the complete understanding between the parties on the subject matter (“**Agreement**”) and is effective upon the earlier of: (a) the date that the Order Form incorporating this Agreement is fully executed by the parties, (b) Customer clicks an “I accept” or similar action referencing this Agreement, or (c) Customer’s initial access to and use of the Platform (“**Effective Date**”). By entering into an Order Form and/or otherwise accessing or using the Platform and/or Services, Customer agrees to be bound by these Terms and the other terms and conditions of the Agreement. If Customer does not accept these Terms, Customer is not authorized to access or use the Platform and/or Services.

By entering this Agreement you: (1) represent and warrant that you are at least 18 years of age, or have otherwise reached the age of “majority” where you reside, and that you have the right, power and authority to enter into this Agreement, (2) represent and warrant that you have the right, power and authority to enter into this Agreement on behalf of Customer, and (3) understand, if using the Services and Platform for personal use, that all references to “Customer” are to you as in individual.

1. **DEFINITIONS.** Capitalized terms have the meaning set forth below or as defined within this Agreement.

1.1. “**Applicable Privacy Laws**” means, to the extent applicable to the Services, all worldwide data protection and privacy laws and regulations, including where applicable, the California Consumer Privacy Act Cal. Civ. Code §§ 1798.100 et seq. (“**CCPA**”), the General Data Protection Regulation (“**GDPR**”), the e-Privacy Directive (Directive 2002/58/EC), and any U.S. state or national data protection laws as superseded, amended or replaced.

1.2. “**Authorized User**” means the employees, agents and independent contractors of Customer who are authorized to access the Platform pursuant to Customer’s rights under this Agreement.

1.3. “**Available**” means the Services and Platform are available for access and use by Authorized Users over the internet, excluding time for scheduled maintenance, as measured over a calendar month.

1.4. “**Customer Applications**” means the internal tools and applications built, compiled or run by Customer on the Platform via the Services, as they may change over time and as further described in the Documentation. Currently the Customer Applications include the Superblocks offerings of Applications, Workflows, and Scheduled Jobs.

1.5. “**Customer Content**” means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users, or imported from Third-Party Services at the direction of Customer, in connection with the Services, including any Personal Data.

1.6. “**Customer Marks**” means Customer’s trademarks, trade names, service marks, and logos.

1.7. “**Documentation**” means all specifications, user manuals, and other technical materials relating to the Platform to the extent provided or made available to Customer, currently located at <https://docs.superblocks.com/> and as may be modified by Superblocks from time to time.

1.8. “**Fees**” means the fees for access to the Platform and for the Services, as set forth on the Superblocks website or applicable Order Form(s)

1.9. **"Intellectual Property Rights"** means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.10. **"Order Form(s)"** means the form for ordering Services entered into between the Parties that specifies the Services ordered and applicable Fees.

1.11. **"Personal Data"** has the meaning given in Applicable Privacy Laws.

1.12. **"Platform"** means Superblocks' programmable platform to build internal tools which is used to provide the Services, currently located at <https://app.superblocks.com> as may be updated by Superblocks from time to time.

1.13. **"Reseller"** means a third-party entity authorized by Superblocks to market, sell, and distribute the Superblocks Technology to end-customers.

1.14. **"Services"** means the services provided through the Platform and described on an Order Form subject to this Agreement.

1.15. **"Superblocks Technology"** means the Platform, the Services, the Documentation and any applicable software, data, or technical information contained within the foregoing, as provided by Superblocks.

2. **PLATFORM AND SERVICES; CUSTOMER CONTENT; RESTRICTIONS.**

2.1. **Access.** Solely for Customer's internal business purposes and subject to the terms and conditions of this Agreement, Superblocks hereby grants to Customer a limited, non-exclusive, non-transferable (except as permitted under Section 11.4), non-sublicensable right during the Term to: (a) provide its Authorized Users use and access the Platform and Services to build and create Customer Applications, and to integrate certain Third-Party Services via the Services, subject to the Documentation and the terms of this Agreement; and (b) use and make reasonable copies of the Documentation for internal use of the Platform, in each case. Customer acknowledges and agrees that Superblocks may update the Services and the Platform from time to time with or without notifying Customer, provided that any such updates do not materially degrade the functionality of the Platform or the Services as a whole, as they existed on the Effective Date.

2.2. **Restrictions.** Customer shall not, and shall ensure that its Authorized Users shall not: (a) allow any third party to access the Superblocks Technology except as expressly allowed herein; (b) modify, adapt, alter or translate the Superblocks Technology; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Superblocks Technology for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services or the Platform, except as permitted by law; (e) interfere in any manner with the operation of the Platform, the Services or the hardware and network used to operate the same, or attempt to probe, scan or test vulnerability of the Platform without prior authorization of Superblocks; (f) modify, copy or make derivative works based on any part of the Superblocks Technology; (g) access or use the Superblocks Technology to build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking; (h) attempt to access the Platform through any

unapproved interface; (i) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Superblocks or its licensors on the Superblocks Technology or any copies thereof; or (j) otherwise use the Superblocks Technology in any manner that exceeds the scope of use permitted under Section 2.1 or in a manner inconsistent with applicable law, the Documentation, the Order Form or this Agreement. Customer agrees any violation of the foregoing could cause Superblocks grave harm and that Superblocks shall have the right to suspend Customer's, or any particular Authorized User's, access to the Platform and the Services for any violation, or suspected violation, of this Agreement and shall work with Customer in good faith to resolve such violation in a timely manner.

2.3. Usernames and Passwords. Each Authorized User will use a unique username and password or single sign on credentials to access the Platform pursuant to this Agreement ("**Credentials**"). Authorized Users may only access the Platform during one (1) concurrent login session. Customer acknowledges and agrees that: (a) only Authorized Users are entitled to access the Platform with their unique Credentials; (b) it will provide to Superblocks information and other assistance as necessary to enable Superblocks to establish access to the Platform for the Authorized Users, and will verify all Authorized User requests for access to the Platform; (c) it will ensure that each unique Credentials will be used only by that Authorized User when accessing the Platform; (d) Customer is responsible for maintaining the confidentiality of all Authorized Users' unique Credentials, and, as between the Parties, is solely responsible for all activities that occur under these Authorized User accounts; and (e) Customer will notify Superblocks promptly of any actual or suspected unauthorized use of any account, Credentials, or any other breach or suspected breach of this Agreement. Superblocks reserves the right to suspend, disable or terminate any Authorized User's access to the Platform that Superblocks reasonably determines may have been used by an unauthorized third party. The unique Credentials cannot be shared or used by more than one individual Authorized User to access the Platform.

2.4. Customer Content. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content, including that originating from Third-Party Services. Customer will obtain all necessary third party licenses, consents and permissions needed for Superblocks to use and process the Customer Content to provide the Services, including the right to integrate with, and pull Customer Content from, Third-Party Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties (including all Authorized Users) all necessary consents and rights for Superblocks to use the Customer Content submitted to the Services and Platform for the purposes set forth in this Agreement, including all consents required in accordance with all Applicable Privacy Laws. For clarity, no Customer Content is created by nor stored on the Superblocks Technology.

2.5. Third-Party Integrations. In order to provide the Services, the Customer may enable the Platform to integrate with certain third-party services, including without limitation agents, APIs, websites and applications (collectively, "Third-Party Services"). Customer is responsible for enabling the use of each Third-Party Service and by doing so, Customer represents and warrants that it has such right of use and is instructing Superblocks to interoperate with the Third-Party Service in order to provide the Services. Customer's use of the Third-Party Services is governed by the Customer's agreement with, and all applicable terms and policies of the Third-Party Services. For clarity, Such Third-Party Services are not a part of the Platform or Services and are not under the control of Superblocks. Superblocks is not responsible for Customer's use of any Third-Party Services, including the use or creation of Customer Content therefrom.

2.6. Necessary Equipment. Customer must provide all equipment and software necessary to connect to the Platform, including but not limited to, applicable application program interfaces that have sufficient bandwidth to facilitate the Services. Customer is solely responsible for any fees, including internet connection fees, that Customer incurs when accessing the Platform and the Services, excluding those needed for Superblocks to provide the Superblocks Technology.

2.7. Support Services. Subject to the terms and conditions of this Agreement, Superblocks will exercise commercially reasonable efforts to: (a) provide support for the use of the Platform

and Services to Customer; and (b) keep the Platform and Services Available to Customer at least 99.5% of the time, in each case in accordance with its standard policies and procedures.

2.8. **Third-Party Providers.** Superblocks uses third-party hosting providers, other service providers and affiliated companies to support the general provision of the Superblocks Technology to all of its customers, ie: ISPs, third party ticketing services, etc. Superblocks reserves the right to engage and substitute such providers as appropriate, provided that Superblocks: (a) remains responsible to Customer for the provision of the Services and Platform and (b) is liable for the actions and omissions of such providers taken in the provision of the Services and Platform.

2.9. **Trial Access.** To the extent Customer has ordered a trial version of the Platform ("Trial"), such Trial will commence on the day that Customer is provided with access to the Trial and continues for the period agreed upon pursuant to the Order Form or as otherwise agreed to at the time of purchase of the Trial ("**Trial Period**"). Upon the earlier of the (a) expiration of the Trial Period, or (b) the Parties entering an additional Order Form, Customer will be converted to a paying Customer and licensee of the commercially available version of the Platform and Services, and will continue to be subject to the terms and conditions of this Agreement, including payment terms.

2.10. **Beta Services.** From time to time, Superblocks may offer new "beta" features or tools with which Customer may choose to experiment ("**Beta Use**"). Such features or tools are offered solely for experimental purposes and without warranty of any kind, and may be modified or discontinued at Superblocks' sole discretion. The provisions of this Section apply with full force to such features or tools.

3. **FEES, PAYMENT, AND TAXES.**

3.1. **Payments.** Customer agrees to pay all Fees charged for Customer's use of the Platform and Services in accordance with this Agreement and applicable Order Form(s). Except as otherwise provided in an Order Form, Fees must be paid in U.S. dollars within 30 days of invoice.

3.2. **Late Payments.** Except for any Fees disputed in good faith, Payments by Customer that are past due will be subject to interest at the rate of one and one-half percent (1½%) per month (or, if less, the maximum allowed by applicable law) on that overdue balance. Customer will be responsible for any reasonable costs resulting from collection by Superblocks of any such overdue balance, including, without limitation, reasonable attorneys' fees and court costs. Superblocks reserves the right (in addition to any other rights or remedies Superblocks may have) to suspend Customer and all Authorized Users' access to the Platform and the Services if any undisputed Fees are more than fifteen (15) days overdue until such amounts are paid in full.

3.3. **Taxes.** The Fees do not include taxes, duties or charges of any kind. If Superblocks is required to pay or collect any local, value added, goods and services taxes or any other similar taxes or duties arising out of or related to this Agreement (not including taxes based on Superblocks' income), then such taxes and/or duties shall be billed to and paid by Customer.

3.4. **Withholding Payments.** If any applicable law requires Customer to withhold amounts from any payments to Superblocks hereunder, then Customer will perform such obligations consistent with the provisions of this section. Customer will effect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish Superblocks with tax receipts evidencing the payments of such amounts. The sum payable by Customer to Superblocks upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Superblocks receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Superblocks would have received and retained in the absence of such required deduction or withholding and agreed to on the applicable Order Form.

3.5. **Resellers.** If the Customer is purchasing use of the Superblocks Technology through a Reseller the following terms shall apply and supersede any other conflicting terms in this Section 3 of this Agreement. Customer acknowledges and agrees to pay the Reseller for all Superblocks Technology provided under this Agreement. The Customer shall make payments to the Reseller in accordance with the pricing and payment terms established by the Reseller. The Reseller is solely responsible for invoicing the Customer and collecting payments. All fees for the Superblocks Technology are due and payable directly to the Reseller, and Superblocks shall have no responsibility for invoicing or collecting payments from the Customer. Failure by the Customer to pay the Reseller may result in suspension or termination of the Superblocks Technology, in accordance with the applicable Reseller terms and at the reasonable discretion of Superblocks.

4. **TERM AND TERMINATION.**

4.1. **Term.**

(a) **Initial Term.** This Agreement will begin on the earlier of (i) effective date of the first Order Form between the Parties, or (ii) Customer's initial access and use of the Services and/or Platform, and will continue in full force and effect for as long as any Order Form remains in effect or any Authorized User continues to access and use the Services and Platform, unless earlier terminated in accordance with the Agreement (the "**Term**").

(b) **Automatic Renewals.** Unless either Party gives the other Party written notice of intent to terminate an Order Form at least 15 days prior to the Order Form's then current expiration date, the Order Form will automatically renew for additional periods equal to the Order Form's initial Term (each, a "Renewal Order Term").

4.2. **Termination for Breach.** Either Party may terminate this Agreement immediately upon notice to the other Party if:

(a) the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach; or

(b) the other Party: (i) becomes insolvent; (ii) files a petition in bankruptcy that is not dismissed within sixty (60) days of commencement; or (c) makes an assignment for the benefit of its creditors.

4.3. **Effect of Termination.** Upon the earlier of expiration or termination of this Agreement:

(a) each Party shall immediately return or destroy all (including any copies of) Confidential Information (as defined below) of the other Party and, upon request, each Party shall provide written certification that the foregoing obligations have been completed;

(b) all Order Forms and the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Platform, the Services and Documentation, and return or destroy all copies of the Documentation in its possession/control;

(c) the Parties' rights and obligations under this Agreement or an applicable Order Form that by their nature should survive termination or expiration of this Agreement, shall survive termination or expiration of this Agreement, including those under Sections 2.2, 3, 4.3, 5, 7, 8.3, 9, 10 and 11; and

(d) termination of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will termination relieve Customer of its obligation to pay all Fees that accrued prior to such termination.

5. **CONFIDENTIALITY.**

5.1. **Definition.** Each Party ("**Receiving Party**") acknowledges that it may receive from the other Party ("**Disclosing Party**") confidential information relating to the Disclosing Party and such confidential information includes, but is not limited to, technical, business, marketing and financial information, and any other information that should be reasonably considered confidential or proprietary under the circumstances of disclosure ("**Confidential Information**"). The terms of this Agreement and any Order Form, the Superblocks Technology, and all technical information relating thereto shall be considered Confidential Information of Superblocks.

5.2. **Exceptions.** Confidential Information does not include information that:

(a) is or becomes generally available to the public other than through a wrongful act of the Receiving Party;

(b) is or becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it to the Receiving Party;

(c) is independently developed by the Receiving Party, its employees or third party contractors without access to or use of the Disclosing Party's Confidential Information; or

(d) is known by the Receiving Party prior to disclosure from the Disclosing Party, as can be shown by reasonable evidence.

5.3. **Obligations.** During and after the term of this Agreement, the Receiving Party shall: (i) not use (except for performance of this Agreement) or disclose Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; and (ii) take no less than the same measures that it takes with its own Confidential Information, and in any case no less than a reasonable degree of care, to maintain the Confidential Information of the Disclosing Party in confidence.

5.4. **Lawful Disclosure.** Either Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure and reasonably cooperates with the Disclosing Party, when not in violation of applicable laws, so that the Disclosing Party has the opportunity to obtain appropriate injunctive relief or confidential treatment for such Confidential Information. In such cases, Receiving Party shall only disclose the minimum Confidential Information necessary to comply with such lawful request.

5.5. **Ownership.** All Confidential Information disclosed by Disclosing Party shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except as provided herein) operate to transfer, or operate as a grant of any Intellectual Property Rights in the Confidential Information.

6. **DATA SECURITY; PRIVACY.**

6.1 **Superblocks' Commitments.** Customer acknowledges and agrees that Superblocks does not store or download Customer Content on the Platform. During the Term, Superblocks shall implement and maintain an information security program that incorporates administrative, technical and physical safeguards designed to:

(a) ensure the security and integrity of the Customer Content while processed on the Platform;

(b) prevent unauthorized access to, or disclosure of, the Customer Content through the Platform; and

(c) protect against threats, hazards and security incidents against the Platform that would affect the Customer Content.

1.2. Privacy. Without limiting Customer's obligations under Sections 2, 6 and 8, each Party shall comply with all Applicable Privacy Laws in the performance of their respective obligations under this Agreement with respect to the processing of Personal Data. Customer acknowledges and agrees that, for the purposes of Applicable Privacy Laws, each of Superblocks and the Third-Party Services providers are not processors or subprocessors of Personal Data with respect to each other in performance of the Services.

1.3. Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of Credentials required in order to access the Platform and the Services. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Superblocks is not obligated or able to back up any Customer Content and Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense.

2. **INTELLECTUAL PROPERTY RIGHTS.**

2.1. Superblocks Technology. This Agreement does not grant to Customer any ownership interest in the Superblocks Technology. The Superblocks Technology is proprietary to Superblocks and Superblocks and/or its licensors have and retain all right, title and interest, including all Intellectual Property Rights therein. Customer acknowledges that any trademarks, trade names, logos, service marks, or symbols adopted by Superblocks to identify the Platform and the Services belong to Superblocks and/or its licensors, and that Customer has no rights therein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Superblocks Technology, including any right to obtain possession of any source code, data or other technical material relating to the Superblocks Technology. All rights not expressly granted to Customer are reserved to Superblocks.

2.2. Customer License; Ownership. As between the Parties, the Customer Content, and Customer's Confidential Information, and all worldwide Intellectual Property Rights therein, are the exclusive property of Customer. All rights in and to the Customer Content and Customer's Confidential Information not expressly granted to Superblocks in this Agreement are reserved by Customer. Customer grants Superblocks a non-exclusive, worldwide, royalty-free and fully paid license during the Term to: (a) process and use the Customer Content as necessary for purposes of providing and improving the Platform and the Services, including Customer Applications, and (b) to use the Customer Marks as required to provide the Services. Superblocks may generate Usage Data on an aggregated and de-identified basis to operate, improve, analyze and support the Platform and the Services for benchmarking and reporting and for Superblocks' other lawful business purposes. For the purposes of this Section, "**Usage Data**" means technical logs, account and login data, data and aggregated learnings about Customer's usage of the Platform and the Services (e.g., frequency of logins, volume of Customer Content processed). For clarity, Usage Data contains no Customer Content and shall be considered the Confidential Information of Superblocks.

2.3. Feedback. Customer hereby grants Superblocks a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer related to the Superblocks Technology, including for the purpose of improving and enhancing the Platform and the Services; provided that no Customer Confidential Information or Customer Content are included in such use.

2.4. Publicity. Superblocks may display Customer's name and Customer Marks in its public Customer list (including on Superblocks' website, social media and in sales and marketing materials) in the same manner in which it uses the names of its other customers. Superblocks

shall use Customer Marks in accordance with Customer's applicable branding guidelines and Superblocks may not use Customer's name in any other way without Customer's prior written consent (with email consent deemed sufficient).

3. COMPLIANCE; WARRANTIES; DISCLAIMERS.

3.1. Compliance With Applicable Laws

(a) **Export and Import Laws.** Customer agrees not to use, export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Superblocks, or any products utilizing such data, in violation of the United States export laws or regulations. Further, each Party agrees to comply with all relevant export laws and regulations of the United States and the country or territory in which the Services are provided ("**Export Laws**") to assure that neither any deliverable, if any, nor any direct product thereof is (1) exported, directly or indirectly, in violation of Export Laws or (2) intended to be used for any purposes prohibited by the Export Laws, including without limitation nuclear, chemical, or biological weapons proliferation. Customer further represents that (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "**terrorist supporting**" country and (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties. Customer acknowledges and agrees that products, services or technology provided by Superblocks are subject to the export control laws and regulations of the United States, agrees to comply with these laws and regulations, and agrees that it shall not, without prior U.S. government authorization, export, re-export, or transfer Superblocks products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

(b) **U.S. Government Restricted Rights.** If Customer is a government end user, then this provision also applies to Customer. The software contained within the Platform and the Services and provided in connection with this Agreement has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227- 7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "**commercial items**," "**commercial computer software**" and/or "**commercial computer software documentation**." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

(c) **Anti-bribery.** Each Party shall comply with applicable laws regarding anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the Effective Date, Customer represents that it has not received nor been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any employee, agent or representative of Superblocks in connection with this Agreement or any Order Form. This is not meant to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by applicable law. Customer agrees to promptly notify Superblocks if it learns of any violation of the foregoing.

8.2 Superblocks Warranty. Superblocks represents and warrants that the Services will be provided consistent with generally accepted industry practices and in material conformance with the Documentation. Customer must report any deficiencies in the performance of the above warranties to Superblocks in writing within thirty (30) days of the non-conformance. Provided the Customer has complied with the foregoing, for any breach of the above warranties, Customer's exclusive remedy, and Superblocks' entire liability, will be the re-performance of the Services and if Superblocks fails to re-perform the Services as warranted, Customer's sole and exclusive remedy shall be to terminate the applicable Order Form and receive a refund of any pre-paid but unearned Fees, prorated on a monthly basis for the remainder of the Term of the applicable Order Form.

8.3 Customer Warranty. Customer represents and warrants that:

(d) it has procured all applicable consents required to provide the Customer Content to Superblocks for provision of the Services, including in accordance with Section 2 and all Applicable Privacy Laws;

(e) the Customer Content will not: (a) infringe or misappropriate any third party's Intellectual Property Rights or Applicable Privacy Laws; (b) be deceptive, defamatory, obscene, pornographic or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage Superblocks' Technology; and

(f) neither Customer, nor any of its Authorized Users, shall upload to the Platform any Customer Content that contains any sensitive personal information (such as financial, medical or other sensitive personal information such as government IDs, passport numbers or social security numbers).

Customer agrees that any use of the Superblocks Technology contrary to or in violation of the representations and warranties of Customer in this Section 8.3 constitutes unauthorized and improper use of the Superblocks Technology.

8.4 DISCLAIMERS.

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PLATFORM AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND SUPERBLOCKS AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, ORAL, STATUTORY, EXPRESS, IMPLIED, BY COURSE OF COMMUNICATION OR DEALING, OR OTHERWISE. EXCEPT AS SPECIFIED IN SECTION 8.1, SUPERBLOCKS AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SUPERBLOCKS TECHNOLOGY, AND ANY OTHER PRODUCT OR SERVICES FURNISHED UNDER THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPERBLOCKS DOES NOT WARRANT THAT THE PLATFORM IS ERROR-FREE OR THAT THE PLATFORM OR THE SERVICES WILL OPERATE WITHOUT INTERRUPTION AND SUPERBLOCKS GRANTS NO WARRANTY REGARDING THE USE BY CUSTOMER OF THE PLATFORM OR SERVICES. THE SUPERBLOCKS TECHNOLOGY MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPERBLOCKS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS NOT SOLELY ATTRIBUTED TO THE SUPERBLOCKS TECHNOLOGY.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT SUPERBLOCKS IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD SUPERBLOCKS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OF THE THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

4. INDEMNIFICATION

4.1. By Superblocks. Superblocks will defend at its expense any legal claim, suit, action or proceeding (each an "**Action**") brought against Customer, and will pay any settlement Superblocks makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Platform or the Services infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Platform or Services becomes, or in Superblocks' reasonable opinion is likely to become, the subject of a claim of infringement (each

an “**IP Infringement Claim**”), Superblocks may, at Superblocks’ option: (a) procure for Customer the right to continue using the Services and/or Platform; (b) replace the infringing component with non-infringing software or services which do not materially degrade the functionality of the Platform or Services; (c) modify the Services and/or Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the Term, and upon such termination, Customer will immediately cease all use of the Superblocks Technology. Notwithstanding the foregoing, Superblocks will have no obligation under this section or otherwise with respect to any IP Infringement Claim based upon: (i) any use of the Platform or Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Platform or Services in combination with other products, equipment, software or data not supplied by Superblocks; or (iii) any modification of the Platform or Services by any person other than Superblocks or its authorized agents (collectively, the “**Exclusions**” and each, an “**Exclusion**”). This section states the sole and exclusive remedy of Customer and the entire liability of Superblocks, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for IP Infringement Claims.

4.2. By Customer. Customer will defend at its expense any Action brought against Superblocks, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to: (a) an Exclusion, (b) Customer’s breach or alleged breach of Sections 2, 6 and 8, or (c) Customer’s use of Third-Party Integrations and/or Customer Content.

4.3. Procedure. The indemnifying Party’s obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party promptly notifying the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party having sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party reasonably cooperating with the indemnifying Party to facilitate the settlement or defense of any claim or suit. At its own expense, a Party requesting indemnification may join the proceedings with counsel of its own choosing. Any failure of a Party requesting indemnification to follow these procedures in this Section 9 shall not relieve such Party of its obligations, except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnifying Party shall not settle any Action without the other Party’s written consent if such settlement shall require action or payment by such Party.

5. LIMITATION OF LIABILITY.

5.1. Types of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY NOR TO ANY THIRD PARTIES FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSSES OR DAMAGES HOWSOEVER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SUPERBLOCKS TECHNOLOGY, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, WHETHER FORESEEABLE OR NOT AND REGARDLESS WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT, INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES. IN NO EVENT SHALL SUPERBLOCKS BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

5.2. Amount of Damages. SUPERBLOCKS’ AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. NOTWITHSTANDING THE FOREGOING, FOR ALL TRIALS AND BETA USE SUPERBLOCKS’ AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT WILL IN NO EVENT EXCEED \$200 USD.

5.3. Basis of the Bargain. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES ACKNOWLEDGE THAT THE PRICES HAVE BEEN SET AND THE AGREEMENT

ENTERED INTO IN RELIANCE UPON THESE LIMITATIONS OF LIABILITY AND THAT ALL SUCH LIMITATIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN SUPERBLOCKS AND CUSTOMER. SUPERBLOCKS' FEES FOR THE SERVICES REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

5.4. **Exclusions.** THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO: (A) CUSTOMER'S OBLIGATIONS UNDER SECTIONS 2, 3 OR 8.3; (B) A BREACH BY A PARTY OF SECTION 5, PROVIDED A BREACH OF SECTION 6 SHALL NOT CONSTITUTE A BREACH OF SECTION 5; (C) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 OR 9.2; OR (D) DAMAGES CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

6. GENERAL PROVISIONS.

6.1. **Relationship Between the Parties.** With respect to the Parties, Superblocks is an independent contractor; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the Other Party. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation insurance for its employees as well as general liability insurance.

6.2. **Customer Affiliates.** Customer may authorize its affiliated companies that have not entered into an Order Form or other separate agreement for services directly with Superblocks (each, an "**Authorized Affiliate**") to access and use the Services and Platform under an existing Order Form between Superblocks and Customer. In such cases, references to "**Customer**" in the applicable Order Form and this Agreement will be deemed references to both Customer and the Authorized Affiliate. Customer and its Authorized Affiliates will be jointly and severally liable for compliance with this Agreement and all Orders hereunder. As between Superblocks and Customer, Customer accepts full liability for the acts and omissions of its Authorized Affiliates.

6.3. **Injunctive Relief.** Customer acknowledges that the Platform and the Services contain valuable Intellectual Property Rights and proprietary information of Superblocks, that any actual or threatened breach of Sections 2 or 5 will constitute immediate, irreparable harm to Superblocks for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If Customer continues to use the Platform or the Services after its right to do so has terminated or expired, or otherwise in violation of this Agreement, Superblocks will be entitled to immediate injunctive relief without the requirement of posting bond.

6.4. **Assignment.** Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, and any assignment or transfer in derogation of the foregoing shall be null and void, provided, however that either Party shall have the right to assign the Agreement, without the prior written consent of the other Party, to the successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of such Party's assets, provided such Party provides prior notice of such to the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

6.5. **Notices.** All notices required or permitted under this Agreement must be delivered in writing, if to Superblocks, by emailing support@Superblocks.com and if to Customer by emailing the Customer Point of Contact email address listed on the Order Form, provided, however, that with respect to any notices relating to breaches of this Agreement, termination or an indemnification claim, a copy of such notice will also be sent in writing to the other Party at the Party's address as listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each

Party may change its email address and/or address for receipt of notice by giving prior notice of such change to the other Party.

6.6. **Governing Law.** The Agreement is governed by the laws of the State of California, without regard to its conflicts of laws or provisions and this Agreement shall not be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The prevailing Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees, court costs, and other collection expenses. Any action or proceeding arising from or relating to this Agreement will be brought in a federal court in the County of San Francisco and each Party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding the foregoing, nothing shall prevent either Party from seeking relief in any court of competent jurisdiction for any misuse or misappropriating of such Party's Intellectual Property Rights or Confidential Information.

6.7. **Waivers; Severability.** Any waivers shall be effective only if made by writing signed by representatives authorized to bind the Parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion or to any other provision of this Agreement or the Agreement as a whole. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 10 will remain in effect notwithstanding the unenforceability of any provision in Sections 8 and 9.

6.8. **Construction.** The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

6.9. **Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except for the obligation to pay Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

6.10. **Entire Agreement; Amendment; Electronic Signatures.** This Agreement and any applicable Order Form constitutes the complete agreement between the Parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement. It is expressly agreed that the terms and conditions of this Agreement and any Order Form supersede the terms of any Customer's purchase order or any other Customer generated document regarding use of the Services and Platform. The Parties agree that this Agreement and any related Order Forms, amendments, or other documents required for the performance of this Agreement may be executed and accepted electronically. Electronic signatures and any electronic communication indicating acceptance shall be deemed to have the same legal effect as handwritten signatures and physical delivery.

6.11. **Modification.** Superblocks may modify this Agreement at any time by posting a revised version at URL, and such modifications will become effective as of the first day of the calendar month following the month in which they were first posted. If Customer objects to the updated Agreement, as its sole and exclusive remedy, Customer may choose to not renew any applicable Order Forms at the end of the Term. For the avoidance of doubt, any Order Form is subject to the version of the Agreement in effect at the time of execution of the applicable Order Form.