

Stytch Terms of Service

Last revised: October 23, 2024

By agreeing to (or issuing a purchase order in relation to) a Services quote, order form or other ordering document or Services-related agreement with Stytch or one of its channel partners, or otherwise proceeding through an online sign-up, or subscription flow that references these terms (each an “**Order Form**”) or otherwise registering for, accessing or using the Services, such individual or entity (“**Customer**”) unconditionally accepts and agrees to all of the terms of this Agreement.

By entering into this agreement on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind the corresponding Customer entity and its affiliates to the terms of this Agreement, and, accordingly, the term "Customer" shall refer to such entity and its affiliates.

Please note that Stytch may modify the terms and conditions of this Agreement in accordance with Section 1.2.

1. Services And Support

1.1 Service Provision

Stytch, Inc. (“**Stytch**”) provides its cloud based platform and services, which may include software, client applications, SDKs, APIs, and hosted subscription services (collectively “**Service(s)**”) to Customer pursuant to these Terms of Service (together with any Order Forms, the “**Agreement**”).

If Customer does not have such authority to enter into this Agreement, or Customer does not agree to all of the terms of this Agreement, Customer may not use the Services. Subject to the terms of this Agreement, Stytch will use commercially reasonable efforts to provide Customer (a) the Services solely for Customer’s internal business operations in accordance with the terms, limitations and restrictions of each Order Form, and (b) reasonable support services in accordance with Stytch’s standard practices. Capitalized terms not defined herein shall be given the meaning set forth in the applicable Order Form.

1.2 Modifications to the Agreement

Stytch reserves the right to change or modify portions of this Agreement at any time. If Stytch does so, it will post the changes on this page and will indicate at the top of this page the date this Agreement was last revised. Stytch will also notify Customer, either

through the Services user interface, in an email notification or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after being posted, except that changes addressing new functions of the Services or changes made for legal reasons may become effective immediately. Customer's continued use of the Service after the date any such changes become effective constitutes acceptance of the new Agreement.

1.3 Evaluation Services

From time to time, Customer may be invited to try certain services designated as beta, pilot, evaluation, trial, limited release or the like (collectively, "**Evaluation Services**"). Evaluation Services are for Customer's internal evaluation purposes only and not for production use, are not considered "Services" under this Agreement, are not supported, are provided "as is" without warranty of any kind, and may be subject to additional terms. Unless otherwise stated, any Evaluation Services trial period will expire 60 days from the trial start date. Stytech may discontinue Evaluation Services at any time in its sole discretion and may never make them generally available. Stytech will have no liability for any harm or damage arising out of or in connection with any Evaluation Services.

2. Restrictions And Responsibilities

2.1 Use Restrictions

Customer will only use the Services as expressly permitted herein, and subject to any terms or restrictions in the applicable Order Form (including, without limitation, any capacity or active user limits). Customer further agrees that it will not, directly or indirectly:

- (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software (including any applications, SDKs, APIs and the like), documentation or data related to the Services (collectively, "**Software**");
- (b) modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Stytech in writing or authorized within the Services);
- (c) use (or disclose) the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party;
- (d) use or access the Services or any Software to develop a product or service that is competitive with the Services or engage in competitive analysis or benchmarking;

- (e) remove any proprietary notices or labels; or modify, adapt or hack the Services, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks;
- (f) interfere with or disrupt the integrity or performance of the Service, Stytech technology or the data contained therein (for example, via unauthorized benchmark testing and or penetration testing) without Stytech's prior written consent.

Customer must use reasonable security measures to access the Service and must not knowingly send, store or use any material containing any viruses, worms, Trojan horses, or other malicious or harmful computer code, files, scripts, agents, or programs in connection with the Service. Customer will not upload or request Stytech process any Special Data or otherwise use the Service in a manner that subjects Stytech to compliance requirements with laws, regulations and industry standards applicable to Special Data. "Special Data" means data or information considered to be sensitive or otherwise subject to specific protections under applicable laws beyond any requirements that apply to "personal information" or "personal data" generally, such as for illustrative purposes, information that is regulated by the Health Information Portability and Accountability Act ("**HIPAA**"), the Payment Card Industry Data Security Standard ("**PCI-DSS**"), the Gramm-Leach-Bliley Act ("**GLBA**"), and other U.S. federal, state or foreign laws applying specific security and/or data standards. With respect to any Software (in any form) that is provided to Customer, Stytech hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software solely during the Term and solely internally in connection with the Services and for no other purpose. All Software is Confidential Information of Stytech and subject to the terms of Section 3.

2.1.1 Test Environment(s)

"Test Environment" refers to any software, hardware, or infrastructure specifically designated by Stytech for testing and/or evaluation purposes only. **"Production Purposes"** refers to the use of any environment in a live or operational capacity, including but not limited to end user-facing systems or any activities that involve the handling of live end user data or transactions. Customer acknowledges and agrees that Test Environment(s) are solely intended for the testing, development, and evaluation of the Services. Customer will not, under any circumstances, (i) use the Test Environment(s) for Production Purposes; or (ii) attempt to bypass or disable any security measures or safeguards implemented within or for the Test Environment(s). Customer's violation of the foregoing will be considered a material breach of this Agreement, and Stytech reserves the right to suspend Customer's access to the Test Environment(s) immediately, with or without notice, in accordance with Section 5.2.

2.2 Compliance and Prohibited Use

Customer represents, covenants, and warrants that Customer and its end users will use the Services only in compliance with Stytch's standard published policies in effect and all applicable laws and regulations (including, without limitation, those relevant to privacy, spam, intellectual property and the like). Stytch retains the right (but not the obligation) to suspend Customer's access to and use of the Services in the event Stytch determines (in its sole discretion) that Customer's own services or content contained therein is illegal, violates this Agreement or would otherwise cause potential harm or liability to Stytch or its other customers. Without limiting the foregoing, the following content and/or the use of the Services are prohibited:

- (a) content containing, promoting, or facilitating child sexual abuse material or human trafficking;
- (b) content that infringes on another person's intellectual property rights or is otherwise unlawful;
- (c) content that contains or discloses sensitive personal information, incites or exploits violence, or is intended to defraud the public; and
- (d) content that seeks to distribute malware or, facilitate phishing,
- (e) transmit unsolicited advertising or marketing materials including junk mail, spam, or similar materials,
- (f) activity that inhibits other customer(s) or user(s) use of the Service,
- (g) activity that may negatively impact the Service's rating or reputation, (h) or otherwise constitutes technical abuse.

Although Stytch has no obligation to monitor Customer's use of the Services, Stytch may do so and may prohibit any use of the Services (or disable content or data) it believes may be (or alleged to be) in violation of the foregoing or any other term of this Agreement.

2.3 Third Party Services

The Services may provide, or third parties may provide, links, integrations or other access to third party sites, services, content and resources (collectively, "**Third Party Services**"). Stytch has no control over any such Third Party Services and Stytch is not responsible for and does not endorse any such Third Party Services. Customer further acknowledges and agrees that (i) any dealings Customer has with any Third Party Services are solely between Customer and the relevant third party, and such dealings are subject to the relevant terms and privacy policies of such Third Party Services, and (ii) Stytch will not be, directly or indirectly, responsible or liable for, and Customer hereby agrees to hold Stytch harmless from and against, any damages, harm, liabilities, losses or expenses in any way arising from or relating to any such Third Party Services or Customer's use thereof.

2.4 Customer Responsibilities

Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, software, operating systems, networking, web servers and the like (collectively, “**Equipment**”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent. Further, Customer is solely responsible for its relationships with (and satisfaction of) its end users and will be responsible for (and hold Stytech harmless against) any and all claims, damages, losses, liabilities and expenses (including attorneys’ fees) incurred by Stytech arising from or relating to Customer’s end users or their use of the Service.

3. Confidentiality; Security; Proprietary Rights

3.1 Confidentiality

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Confidential Information**” of the Disclosing Party). Confidential Information of Stytech includes all Software and other non-public information regarding features, functionality and performance of the Service. Confidential Information of Customer includes Customer Data (as defined below). The Receiving Party agrees: (i) to take reasonable precautions to protect such Confidential Information, and not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person (except employees and contractors involved in the Services who are bound by consistent terms) any such Confidential Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document:

- (a) is or becomes generally available to the public, or
- (b) was in its possession or known by it prior to receipt from the Disclosing Party, or
- (c) was rightfully disclosed to it without restriction by a third party, or
- (d) was independently developed without use of any Confidential Information of the Disclosing Party or
- (e) is required to be disclosed by law.

3.2 Security

Stytech will maintain a security program materially in accordance with industry standards that is designed to (i) ensure the security and integrity of Customer data uploaded to the Service by Customer or collected by Stytech in the provision of the

Service (“**Customer Data**”); (ii) protect against threats or hazards to the security or integrity of Customer Data; and prevent unauthorized access to Customer Data. In furtherance of the foregoing, Stytech will maintain reasonable administrative, physical and technical safeguards to protect the security of Customer Data, including measures for preventing access, use, modification or disclosure of Customer Data by Stytech personnel except:

- (a) to provide and maintain the Service and prevent or address service or technical problems,
- (b) as required by applicable law, or
- (c) as directed by Customer or as permitted under this Agreement, including, without limitation, disclosures to (and use by) Third Party Services used by Customer in connection with the Service.

To the extent that Stytech processes any “personal information” or “personal data” contained in Customer Data that is subject to the EU General Data Protection Regulation, the California Consumer Privacy Rights Act, or other similar privacy laws, on Customer’s behalf, in the provision of the Service, the parties will execute Stytech’s standard Data Processing Addendum (“**DPA**”) as an addendum to this Agreement. Customer represents, warrants and covenants that it has and will maintain all rights, authorizations and consents necessary (and has provided its users all notices that may be required) for Stytech to collect, process, use and disclose Customer Data as contemplated by this Agreement.

3.3 Proprietary Rights

Customer shall retain all ownership rights, title and interest in and to all Customer Data and all other Customer technology and intellectual property rights. Stytech shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Service or support, and (c) all intellectual property rights related to any of the foregoing. If Customer provides any suggestions or comments for enhancements or functionality or other feedback to Stytech with respect to the Service, Software or any of Stytech’s other technology, products or services, Stytech will have the full, free and unencumbered right to use and otherwise fully exploit the same in connection with its business in perpetuity. No rights or licenses are granted except as expressly set forth herein.

3.4 Data Analytics and Usage

Notwithstanding anything to the contrary, Stytech shall have the right to collect and analyze data and information relating to the use and performance of various aspects of the Services and related technologies (including Customer Data and data derived therefrom) (collectively, “**Analytics Data**”), and Stytech will be free (during and after the

term hereof) to (i) use such Analytics Data to provide, improve and enhance the Services and other Stytc offerings, (ii) use and share such Analytics Data across all Stytc services for the purpose of improving and securing the Services and offerings, and (iii) otherwise use and disclose such Analytics Data solely in aggregate or other de-identified form in connection with its business.

4. Payment of Fees

4.1 Payment

Customer agrees to pay Stytc (or its Channel Partner, as applicable) all fees in the currency and payment period specified in the applicable Order Form. Stytc's fees are exclusive of all taxes, and Customer must pay any applicable sales, use, VAT, GST, excise, withholding, or similar taxes or levies, whether domestic or foreign, other than taxes based on the income of Stytc. Except as expressly provided in this Agreement, payments are non-refundable and non-creditable and payment obligations non-cancellable. All undisputed fees due are payable in United States dollars, unless otherwise agreed to between the parties in writing.

4.2 Payments by Credit Card

If Customer elects to pay via credit card, then Customer is solely responsible for either (a) enabling auto-recharge on Customer's payment instrument or (b) ensuring that Customer's payment instrument has a sufficient positive balance to cover all fees due. If, for any reason, Customer has a negative balance on its account(s), then Stytc reserves the right to suspend access to the Service.

4.3 Payments via Invoice

If Customer elects to receive invoices and pay in arrears as agreed by Stytc (or its channel partner, if applicable), then invoices will be sent to via email in accordance with the Order Form. Except as otherwise set forth in an Order Form, Customer will make all of the undisputed fees hereunder within thirty (30) days of the date of the invoice. If Customer is overdue on any payment of undisputed fees and fails to pay within ten (10) business days of a written notice, then Stytc may assess, and Customer agrees to pay a late fee of either 1.5% per month, or the maximum amount allowable by applicable law, whichever is less.

4.4 Payments through Reseller or Channel Partner. If Customer is purchasing a subscription for the Service through a reseller, third party marketplace or other channel partner of Stytc that is responsible for collecting payments on behalf of Stytc (each a "**Channel Partner**"), Customer agrees to pay all fees due for Customer's use of the Service in accordance with the payment terms agreed to with such Channel Partner. If Customer breaches its payment obligations to the Channel Partner and fails to cure

such breach within the time period specified with such Channel Partner, Stytch may suspend the provision of the Service upon written notice to Customer.

4.5 Disputes

Customer must notify Stytch in writing of any good-faith invoice dispute within twenty (20) days of the applicable invoice date and reasonably cooperate with Stytch in resolving any dispute. If the parties are unable to resolve a dispute within ten (10) days of Customer's notice, each party will have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any provision in this Agreement that would limit seeking these remedies on account of a payment dispute. For clarity, any undisputed amounts must be paid in full in accordance with this Section.

4.6 Service Fee Modifications

Stytch reserves the right to modify Service fees at its discretion. Stytch will provide Customer with reasonable prior written notice before any fee changes take effect. Any fee changes will become effective at the start of the next billing cycle following the notice period. Customer's continued use of the Service after the new fees take effect will constitute acceptance of the modified fee structure. For Customers with fixed-term contracts, any fee changes will only apply upon renewal, unless otherwise specified in the existing agreement. Stytch may decrease fees at any time without prior notice.

5. Termination

5.1 Auto-Renewal

Subject to earlier termination as provided below, this Agreement is for the service term identified in the corresponding Order Form (the “**Service Term**”), and shall be automatically renewed for additional periods of the same duration as the Service Term (collectively, the “**Term**”), unless either party requests termination at least thirty (30) days prior to the end of the then-current Term. If no Service Term is specifically provided in the Order Form or during Customer's registration process, then this Agreement shall continue in effect until terminated by either party (for any reason) upon thirty (30) days' written notice or pursuant to Section 5.2 below.

5.2 Termination

In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or immediately upon notice in the case of nonpayment or a breach of Section 2.1), if the other party materially breaches any of the terms or conditions of this Agreement and such breach is not cured during the notice period. Stytch may also reasonably suspend Customer's and/or any user's access to Services at any time in its reasonable discretion if it possesses a good faith

belief that Customer's (or any of its users) use of the Service may be in violation of this Agreement or otherwise place Stytc (or its customers or other interests) at risk of harm, damage, loss or liability.

5.3 Effect of Termination

Upon termination, Customer's right to use the Services shall immediately terminate, all outstanding fees due for the Services for the entire Services Term (regardless of any early termination) shall immediately become due and payable, Customer shall return (or at Stytc's option destroy) all Software, and each party shall return to the other all Confidential Information. Sections 2, 3, 4, 5.3, 6, 7.2 and 8-10 shall survive expiration or termination of this Agreement.

6. Indemnification

6.1 Indemnification by Stytc

Stytc shall defend and hold Customer harmless from any claims brought against Customer by any third parties to the extent resulting from the infringement by the Service of any United States patent or copyright or the misappropriation by the Service of any trade secret. The foregoing obligations do not apply with respect to the Service or portions or components thereof:

- (i) not supplied by Stytc,
- (ii) made in whole or in part in accordance with Customer specifications,
- (iii) that are modified after delivery, other than by Stytc,
- (iv) that are combined with other products, processes or materials where the alleged infringement relates 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) where Customer's use of the Service is not strictly in accordance with this Agreement.

In the event of an infringement claim, Stytc may, at its option: (a) obtain the right to permit Customer to continue using the Service; (b) modify or replace the relevant portion(s) of the Service with a non-infringement alternative having substantially equivalent performance, or (c) terminate the applicable Order Form as to the infringing Service and provide a pro rata refund of any prepaid, unused fees for such infringing Service. The obligations set forth in this Section 6 are Stytc's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to the infringement or misappropriation of third party intellectual property rights.

6.2 Indemnification by Customer

Customer shall defend and hold Stytc harmless from any claims brought against Stytc by any third parties to the extent resulting from:

- (i) any claim of infringement or misappropriation relating to Customer's website, application, products or services (other than the Services provided by Stytc), or
- (ii) any other claim arising from or in connection with Customer's breach of this Agreement or Customer's or its end users' use of the Service (except to the extent covered by Stytc's indemnity obligations above).

6.3 Indemnification Procedure

The party seeking indemnity under this Section 6 ("**Indemnatee**") must give the other party ("**Indemnitor**") the following: (a) prompt written notice of any claim for which the Indemnatee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the claim, at the Indemnitor's sole expense, and (c) sole control over the defense and settlement of the claim, provided that the Indemnatee may participate in the defense of the claim at its sole expense and any settlement by the Indemnitor does not include an admission of liability by the Indemnatee.

7. Warranty And Disclaimers

7.1 Performance Warranty

Stytc shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Stytc or by third-party providers, or because of other causes beyond Stytc's reasonable control, but Stytc shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.2 Disclaimer

EXCEPT AS SET FORTH ABOVE, STYTCH DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET OR ELECTRONIC COMMUNICATIONS. STYTCH IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE, LOSS OR LIABILITY RESULTING FROM SUCH PROBLEMS NOT CAUSED BY STYTCH. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND STYTCH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

CUSTOMER AGREES THAT ITS FEES DUE OR PAID UNDER THESE TERMS OF SERVICE ARE NEITHER CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, NOR BASED ON ANY ORAL OR WRITTEN COMMENTS REGARDING ANY FUTURE FUNCTIONALITY OR FEATURES. MORE GENERALLY, IN ENTERING INTO THESE TERMS OF SERVICE, NEITHER PARTY IS RELYING ON ANY OTHER COMMITMENTS, STATEMENTS, OR OTHER MATTERS NOT EXPRESSLY ADDRESSED IN THESE TERMS OF SERVICE, AN ORDER FORM, OR STATEMENT OF WORK.

8. Limitation Of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BREACH OF SECTION 2, NEITHER PARTY NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND PAYABLE TO STYTCH FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Government Matters

9.1 Export Control

Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of the Treasury's Office of Foreign Assets Control, or any other United States or foreign agency or authority. Customer will comply with all applicable laws, regulations and ordinances and maintain in effect all the licenses, permissions, authorizations, consents and permits that Customer needs to carry out Customer's obligations under this Agreement.

Customer assumes all responsibility for performance of any Services requiring any government import clearance. Stytc may terminate the terms of this Agreement if any governmental authority imposes any penalties on the Services, Software or anything related thereto due to Customer's acts or omissions. By ordering or using the Service, Software, or anything related thereto, Customer represents and warrants that: (i) Customer is not located in a country or territory that is subject to a U.S. government export embargo, or that has been sanctioned by the Office of Foreign Assets Control, (ii) Customer is not listed on any U.S. government list of prohibited or restricted parties, and (iii) Customer will not use the Services, Software, or anything related thereto for any prohibited end use, including for activities related to nuclear proliferation, chemical or biological weapons, missile proliferation, military end use, or military-intelligence end use.

9.2 Government Use Rights

As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10. Miscellaneous

10.1 Publicity

Stytch shall have the right to use Customer's name in a factual manner for marketing or promotional purposes on Stytc's website and in other communication with existing or potential Stytc customers.

10.2 Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.3 Assignment

This Agreement is not assignable or transferable by either party without the other party's prior written consent, except that either party may assign this Agreement without consent to a successor to all or substantially all of such party's assets or business.

Stytch may use subcontractors in its performance of, and its exercise of rights under, this Agreement; provided that Stytch shall remain responsible for any such subcontractor's performance hereunder.

10.4 Entire Agreement

Except to the extent the parties have mutually executed and delivered a separate written agreement covering the same Stytch Services (a “**Separate Signed Agreement**”), this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein (including Section 1.2). In the event of a conflict between the terms of this Agreement and the terms of a Separate Signed Agreement, the terms of the Separate Signed Agreement shall supersede and control. However, any different or additional terms of any purchase order, confirmation, or similar pre-printed form will have no force or effect.

10.5 Independent Relationship

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Stytch in any respect whatsoever.

10.6 Notices

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.7 Dispute Resolution

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any claim, action or proceeding arising from or relating to this Agreement may only be brought in the state or federal courts of California and each party hereby consents to the exclusive jurisdiction thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.