

P0 SECURITY MASTER SUBSCRIPTION AGREEMENT

Last Revised on March 6, 2023

This Master Subscription Agreement (this “**Agreement**”) contains the terms and conditions which govern the purchase of subscriptions to and use of our access control solution and all related content, tools, features and functionality offered on or through the solution (collectively, the “**Services**”) and is a contract between P0 Security, Inc. (the “**Company**”, “**we**” or “**us**”) and the customer who ordered the Services (“**Customer**”, “**you**” or “**your**”). For any individual who purchases the Services on behalf of an entity or organization, such entity or organization is considered the Customer hereunder, and such individual represents and warrants that he or she is an authorized representative of the Customer with the authority to bind the Customer to this Agreement.

This Agreement governs your access to and use of the Services, as well as any individuals authorized by the Company and by you to access the Services up to the number of seats you have purchased (“**Authorized Users**”). You are responsible for ensuring that only Authorized Users access and use the Services and for your Authorized Users’ compliance with this Agreement. Please read this Agreement, as it includes important information about your legal rights. By Authorized Users accessing and/or using the Services, you are agreeing to this Agreement. If you do not understand or agree to this Agreement, please do not use the Services.

1. USE OF THE SERVICES

- 1.1 Right to Use Services. Subject to the terms and conditions of this Agreement, the Company hereby grants Customer, a limited, non-exclusive, non-transferable, non-sublicensable right, during the Term (as defined below), to permit Authorized Users to access and use the Services for internal business purposes only and solely in support of such Authorized Users’ permitted use of the Services.
- 1.2 Restrictions On Your Use of the Services. You shall not do, and shall not permit any of your Authorized Users to do, any of the following in connection with your use of the Services, unless applicable laws or regulations prohibit these restrictions:
 - (a) download, modify, copy, distribute, transmit, display, perform, reproduce, duplicate, publish, license, create derivative works from, or offer for sale any information contained on, or obtained from or through, the Services, except for temporary files that are automatically cached by your web browser for display purposes, or as otherwise expressly permitted in this Agreement;
 - (b) duplicate, decompile, reverse engineer, disassemble or decode the Services (including any underlying idea or algorithm), or attempt to do any of the same;
 - (c) use, reproduce or remove any copyright, trademark, service mark, trade name, slogan, logo, image, or other proprietary notation displayed on or through the Services;
 - (d) use automation software (bots), hacks, modifications (mods) or any other unauthorized third-party software designed to modify the Services;
 - (e) exploit the Services for any commercial purpose, including without limitation communicating or facilitating any commercial advertisement or solicitation;

- (f) access or use the Services in any manner that could disable, overburden, damage, disrupt or impair the Services or interfere with any other party's access to or use of the Services or use any device, software or routine that causes the same;
- (g) attempt to gain unauthorized access to, interfere with, damage or disrupt the Services, accounts registered to other users, or the computer systems or networks connected to the Services;
- (h) circumvent, remove, alter, deactivate, degrade or thwart any technological measure or content protections of the Services;
- (i) access the Services to build any competitive product or services;
- (j) use any robot, spider, crawlers, scraper, or other automatic device, process, software or queries that intercepts, "mines," scrapes, extracts, or otherwise accesses the Services to monitor, extract, copy or collect information or data from or through the Services, or engage in any manual process to do the same;
- (k) introduce any viruses, trojan horses, worms, logic bombs or other materials that are malicious or technologically harmful into our systems;
- (l) submit, transmit, display, perform, post or store any content that is inaccurate, unlawful, defamatory, obscene, lewd, lascivious, filthy, excessively violent, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, harmful, hateful, cruel or insensitive, deceptive, or otherwise objectionable, use the Services for illegal, harassing, bullying, unethical or disruptive purposes, or otherwise use the Services in a manner that is obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, hateful, cruel or insensitive, deceptive, threatening, abusive, inflammatory, pornographic, inciting, organizing, promoting or facilitating violence or criminal or harmful activities, defamatory, obscene or otherwise objectionable;
- (m) violate any applicable law or regulation in connection with your access to or use of the Services; or
- (n) access or use the Services in any way not expressly permitted by this Agreement.

1.3 Right to Audit. You agree to keep records sufficient to demonstrate your compliance with this Agreement, including the names of each Authorized User and the total number of Authorized Users using the Services. Company may, upon reasonable advance written notice to you, audit your use of the Services. If an audit reveals that you have used the Services beyond the scope of this Agreement, or you have failed to pay any associated fees for such use, then, in addition to any other remedies Company may have, you shall cure such breach within thirty (30) days of written notice from Company by paying all applicable fees which were due and payable by you at the time you exceeded the scope of your subscription or failed to pay such fees. In the event any such audit reveals that you have underpaid the Company by an amount greater than five percent (5%) of the amounts due to Company in the period being audited, or that you have knowingly breached any material obligation hereunder, then, you shall also pay or reimburse the Company the cost of the audit.

2. **AUTHORIZED USER ACCOUNTS, FREE TRIALS AND SUBSCRIPTIONS**

- 2.1 Creating and Safeguarding your Account. To use the Services, each of your Authorized Users will need to create an account or link another account, such as a Google account (“**Account**”). You shall ensure that your Authorized Users provide us with accurate, complete and updated information for their Accounts. Authorized Users can access, edit and update their Accounts via the settings page of their Account profile. You are solely responsible for any activity on your Authorized Users’ Accounts and shall ensure your Authorized Users maintain the confidentiality and security of their passwords. We are not liable for any acts or omissions by your Authorized Users in connection with their Accounts. You or one of your Authorized Users must immediately notify us at support@p0.dev if you know or have any reason to suspect that one of your Authorized User’s Accounts or passwords have been stolen, misappropriated or otherwise compromised, or in case of any actual or suspected unauthorized use of any Accounts.
- 2.2 Free Trials. You can sign up for a free trial for the paid portion of the Services and your trial period starts on the day you sign up and lasts for the duration indicated on your free trial confirmation email (or if not specified, then fourteen (14) days). If you are on a free trial, you may cancel at any time until the last day of your trial. If you do not cancel your free trial at the end of your free trial period, and we have notified you that your free trial will be converted to a paid subscription at the end of the free trial period, you authorize us to charge your credit card or other designated billing method for continued use of the paid Services. You may, however, then cancel your subscription in accordance with Section 9 of this Agreement. If you cancel your free trial or decide not to purchase a paid version of the Services at the end of your trial period, your content or data associated with your free trial will no longer be available to you, and the Company may delete or remove any such content or data.
- 2.3 Paid Services. Certain of our Services are free; however, if you purchase our paid Services, you agree to pay us the applicable fees and taxes in U.S. Dollars, which will be charged on a recurring subscription basis. Failure to pay these fees and taxes will result in the termination of your access to the paid Services. You agree that (i) we may store and continue billing your payment method (e.g. credit card) to avoid interruption of such Services, and (ii) we may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You represent and warrant that (a) all information you provide with regards to a purchase of the Services, including, without limitation, payment information, is accurate, current and complete; and (b) you have the legal right to use the payment method you provide to us or our payment processor. We reserve the right to change our subscription plans or adjust pricing for the Services in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise provided in this Agreement, any price changes or changes to your subscription plan will take effect following reasonable notice to you. All subscriptions are payable in accordance with payment terms in effect at the time the subscription becomes payable. Payment can be made by credit card, debit card, or other means that we may make available. Subscriptions will not be processed until payment has been received in full, and any holds on your account by any other payment processor are solely your responsibility.
- 2.4 No Subscription Refunds. Except as expressly set forth in this Agreement, payments for any subscriptions to the Services are non-refundable and there are no credits for partially used periods. Following any cancellation by you, however, you will continue to have access to the paid Services through the end of the subscription period for which payment has already been made.

3. CUSTOMER DATA

- 3.1 Privacy Policy. Our Privacy Policy describes how we handle the data and information you or your Authorized Users provide or make available to us when you use the Services (“**Customer Data**”). Please visit our Privacy Policy (<https://www.p0.dev/privacy-policy>) for an explanation of our privacy practices.
- 3.2 Rights in Customer Data. As between the parties, Customer shall own all rights in and to the Customer Data. Customer hereby grants to Company, a non-exclusive, non-transferable, perpetual, irrevocable right and license to use, copy, transmit, modify and display Customer Data for use in accordance with this Agreement, including to provide and improve the Services. Customer represents and warrants that it has the right to provide Company the right to access and use the Customer Data as set forth in this Section.

4. BETA OFFERINGS.

- 4.1 From time to time, we may, in our sole discretion, include certain test or beta features or products in the Services (“**Beta Offerings**”) as we may designate from time to time. Your use of any Beta Offering is completely voluntary. The Beta Offerings are provided on an “as is” basis and may contain errors, defects, bugs, or inaccuracies that could cause failures, corruption or loss of data and information from any connected device. You acknowledge and agree that all use of any Beta Offering is at your sole risk. You agree that once you use a Beta Offering, your content or data may be affected such that you may be unable to revert back to a prior non-beta version of the same or similar feature. Additionally, if such reversion is possible, you may not be able to return or restore data created within the Beta Offering back to the prior non-beta version. If we provide you any Beta Offerings on a closed beta or confidential basis, we will notify you of such as part of your use of the Beta Offerings. For any such confidential Beta Offerings, you agree to not disclose, divulge, display, or otherwise make available any of the Beta Offerings without our prior written consent.

5. CONFIDENTIALITY

- 5.1 “**Confidential Information**” means all confidential information in oral, written, graphic, electronic, or other form including, but not limited to, past, present, and future business, financial and commercial information, business concepts, prices and pricing methods, marketing and customer information, financial forecasts and projections, technical data and information, formulae, analyses, trade secrets, ideas, inventions, discoveries, methods, processes, know-how, computer programs, source code, products, equipment, product road maps, prototypes, samples, designs, data sheets, schematics, configurations, specifications, techniques, drawings, and any other data or information disclosed. Confidential Information shall not include data or information which (i) was in the public domain at the time it was disclosed or falls within the public domain, except through the fault of the receiving party; (ii) was known to the receiving party at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party’s written records; (iii) is disclosed after written approval of the disclosing party; (iv) becomes known to the receiving party from a source other than the disclosing party without an obligation of confidentiality; or (v) is developed by the receiving party independently of the disclosing party’s Confidential Information as demonstrated by written records.
- 5.2 During the term of this Agreement, neither party shall (i) disclose to any unaffiliated third party any Confidential Information; or (ii) use the Confidential Information for any purpose other than that indicated in this Agreement without the disclosing party’s prior written approval. The receiving party agrees to notify the disclosing party promptly of any unauthorized disclosure of

Confidential Information and to assist the receiving party in remedying any such unauthorized disclosure. The receiving party agrees that all persons having access to the Confidential Information under this Agreement will abide by the obligations set forth in this Agreement. Nothing in this Agreement shall be construed to restrict the parties from disclosing Confidential Information as required by law or court order or other governmental order or request, provided in each case the party requested to make such disclosure shall timely inform the other party and use all reasonable efforts to limit the disclosure and maintain the confidentiality of such Confidential Information to the extent possible. In addition, the party required to make such disclosure shall permit the other party to attempt to limit such disclosure by appropriate legal means. Company may disclose Customer's Confidential Information to third parties in connection with their performance of services on Company's behalf. Company requires any third party service providers to maintain the confidentiality of the information disclosed to them and such third parties are not permitted to use Confidential Information for any purpose other than to provide services to Company.

6. OWNERSHIP AND CONTENT

- 6.1 Ownership of the Services. The Services, including their "look and feel" (e.g., text, graphics, images, logos), proprietary content, information and other materials, are protected under copyright, trademark and other intellectual property laws. You agree that the Company and/or its licensors own all right, title and interest in and to the Services (including any and all intellectual property rights therein) and you agree not to take any action(s) inconsistent with such ownership interests. We and our licensors reserve all rights in connection with the Services and its content, including, without limitation, the exclusive right to create derivative works. To the extent the Company develops any customizations to the Services or other intellectual property for the Customer ("**Customizations**"), Company shall own all right, title and interest in and to any such Customizations and shall provide Customer with access to such Customizations in accordance with this Agreement. To the extent any rights in such Customizations vest in Customer, Customer hereby assigns all right, title and interest in and to such Customizations to Company.
- 6.2 Ownership of Trademarks. The Company's name, trademarks, logos and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. Other names, logos, product and service names, designs and slogans that appear on the Services are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us.
- 6.3 Ownership of Feedback. We welcome feedback, comments and suggestions for improvements to the Services ("**Feedback**"). You acknowledge and expressly agree that any contribution of Feedback does not and will not give or grant you any right, title or interest in the Services or in any such Feedback. All Feedback becomes the sole and exclusive property of the Company, and the Company may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to the Company any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that you may have in and to any and all Feedback.

7. THIRD PARTY SERVICES AND MATERIALS

- 7.1 Use of Third Party Materials in the Services. The Services may display, include or make available content, data, information, applications or materials from third parties ("**Third Party Materials**"), provide links to certain third party websites or may provide integrations with third

party services. By using the Services, you acknowledge and agree that the Company is not responsible for examining or evaluating the content, accuracy, completeness, availability, timeliness, validity, copyright compliance, legality, decency, quality, security or any other aspect of such Third Party Materials, websites or services. We do not warrant or endorse and do not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third Party Materials or third-party websites, or for any other materials, products, or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you.

8. DISCLAIMERS, LIMITATIONS OF LIABILITY AND INDEMNIFICATION

8.1 Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Company represents and warrants that it will provide the Services in a manner consistent with general industry standards applicable to services similar to the Services. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY FREE SERVICES OR ANY SERVICES PROVIDED UNDER A FREE TRIAL.

8.2 Disclaimers.

(a) Except as expressly set forth in Section 8.1, your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an “AS IS” and “AS AVAILABLE” basis. You acknowledge and agree that the Services may change over time and that any integrations made available to you for use of the Services with third party service providers may terminate at any time. Without limiting the foregoing, to the maximum extent permitted under applicable law, the Company, its parents, affiliates, related companies, officers, directors, employees, agents, representatives, partners and licensors (the “**Company Entities**”) DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. The Company Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the operation or compatibility with any other application or any particular system or device; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure or error-free basis. No advice or information, whether oral or written, obtained from the Company Entities or through the Services, will create any warranty or representation not expressly made herein.

(b) THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

8.3 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AGREE THAT IN NO EVENT WILL THE COMPANY ENTITIES BE LIABLE (A) FOR DAMAGES OF ANY KIND, INCLUDING INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE

SERVICES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER UNDER THIS AGREEMENT OR OTHERWISE ARISING IN ANY WAY IN CONNECTION WITH THE SERVICES OR THESE THIS AGREEMENT AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) EVEN IF THE COMPANY ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, OR (B) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE DELIVERY, USE OR PERFORMANCE OF THE SERVICES. SOME JURISDICTIONS (SUCH AS THE STATE OF NEW JERSEY) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE COMPANY ENTITIES' TOTAL LIABILITY TO YOU FOR ANY DAMAGES FINALLY AWARDED SHALL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100.00), OR THE AMOUNT YOU PAID THE COMPANY ENTITIES, IF ANY, IN THE PAST SIX (6) MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 8.4 Indemnification. By entering into this Agreement and accessing or using the Services, you agree that you shall defend, indemnify and hold the Company Entities harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by the Company Entities arising out of or in connection with you or your Authorized Users': (a) violation or breach of any term of this Agreement or any applicable law or regulation; (b) violation of any rights of any third party, including any intellectual property rights; (c) misuse of the Services; (d) Customer Data; or (e) negligence or wilful misconduct. If you are obligated to indemnify any Company Entity hereunder, then you agree that Company (or, at its discretion, the applicable Company Entity) will have the right, in its sole discretion, to control any action or proceeding and to determine whether Company wishes to settle, and if so, on what terms, and you agree to fully cooperate with Company in the defense or settlement of such claim.

9. TERM AND TERMINATION

- 9.1 Term. This Agreement shall remain in effect unless terminated sooner in accordance with this Agreement ("**Term**").
- 9.2 Subscription Term. If you purchased a subscription to the Services, your subscription commences on the date you accept this Agreement and continue for the subscription period indicated at the time of purchase (the "**Subscription Term**"). The Subscription Term will automatically renew for subsequent periods of the same length as the initial Subscription Term unless either party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current Subscription Term.
- 9.3 Termination.
- (a) Either party may elect to terminate this Agreement at the end of the then-current Subscription Term by contacting support@p0.dev.
 - (b) Either party may terminate this Agreement for cause (i) upon written notice to the other party of a material breach by the other party if such breach remains uncured after thirty (30) days from the date of receipt of such notice; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 9.4 Effects of Termination. Upon termination of this Agreement, all subscriptions granted to Customer hereunder shall terminate and Customer's Authorized Users shall cease all use of the Services. Except as otherwise expressly set forth in this Agreement, in the event of termination of this Agreement for any reason, all fees paid in advance are non-refundable, and Customer will not be entitled to a pro rata refund of any portion of such fees, unless the Company terminates for convenience per Section 9.3(c).
- 9.5 Survival. Sections 5, 8, 9.4, 9.5 and 10 will survive any termination or expiration of this Agreement, together with any payment obligations owed by you to Company for the Services received prior to the effective date of termination or expiration.

10. GENERAL TERMS

- 10.1 SMS Messaging and Phone Calls. Certain portions of the Services may allow us to contact you via telephone or text messages. You agree that the Company may contact you via telephone or text messages (including by an automatic telephone dialling system) at any of the phone numbers provided by you or on your behalf in connection with your use of the Services, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any Services. You also understand that you may opt out of receiving text messages from us at any time. If you do not choose to opt out, we may contact you as outlined in our Privacy Policy.
- 10.2 Updating This Agreement. We may modify this Agreement from time to time in which case we will update the "Last Revised" date at the top of this Agreement. If we make changes that are material, we will use reasonable efforts to attempt to notify you. However, it is your sole responsibility to review this Agreement from time to time to view any such changes. The updated Agreement will be effective as of the time of posting, or such later date as may be specified in the updated Agreement. Your continued access or use of the Services after the modifications have become effective will be deemed your acceptance of the modified Agreement.
- 10.3 Injunctive Relief. You agree that a breach of this Agreement will cause irreparable injury to the Company for which monetary damages would not be an adequate remedy and the Company shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 10.4 Export Laws. You agree that you will not export or re-export, directly or indirectly, the Services and/or other information or materials provided by the Company hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. In particular, but without limitation, the Services may not be exported or re-exported (i) into any U.S. embargoed countries or any country that has been designated by the U.S. Government as a "terrorist supporting" country, or (ii) to anyone listed on any U.S. Government list of prohibited or restricted parties, including the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Services, you represent and warrant that you are not located in any such country or on any such list. You are responsible for and hereby agree to comply at your sole expense with all applicable United States export laws and regulations.
- 10.5 Force Majeure. We will not be liable or responsible to you, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any of our obligations under this Agreement or in providing the Services, when and to the extent such failure or delay is caused by or results from any events beyond the Company's ability to control,

including acts of God; flood, fire, earthquake, epidemics, pandemics, tsunamis, explosion, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, government order, law, or action, embargoes or blockades, strikes, labor stoppages or slowdowns or other industrial disturbances, shortage of adequate or suitable Internet connectivity, telecommunication breakdown or shortage of adequate power or electricity, and other similar events beyond our control.

- 10.6 Independent Contractor. Company's relationship with you will be that of an independent contractor. It is agreed and understood that neither party is the agent, representative, nor partner of the other and neither party has any authority or power to bind or contract in the name of or to create any liability against the other in any way or for any purpose pursuant to this Agreement. Nothing contained in this Agreement shall be construed to give either party the power to direct and control the day-to-day activities of the other, constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners, or otherwise as participants in a joint undertaking, or allow either party to create or assume any obligation on behalf of the other party for any purpose whatsoever.
- 10.7 Governing Law. This Agreement shall be governed by the laws of California, without regard to conflict of laws rules, and the state and federal courts located in San Francisco, California shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement. Customer consents to the exclusive jurisdiction of such courts provided that nothing in this Section prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with enforcement of this Agreement.
- 10.8 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 10.9 Assignment. Customer may not assign, sell or otherwise transfer this Agreement or any of its rights, interests or obligations hereunder, without the prior written approval of the Company. Company may freely assign this Agreement or any of its rights, interest or obligations hereunder.
- 10.10 Severability. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.
- 10.11 Entire Agreement. This Agreement, including any order forms or similar documents that may be entered into between the parties, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.
- 10.12 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; or (c) after sending by email and confirmation of receipt. Notices to Company shall be addressed to: 447 Sutter St. Ste 405 PMB 198, San Francisco, CA, 94108 or by e-mail at support@p0.dev. Notices to Customer are to be addressed to the e-mail and/or address used to sign up for this Agreement.