inputChat Terms of Service

inputChat.com (https://www.inputchat.com/), including all of its related applications, dashboards or platforms (individually and collectively, the "Website"), is owned and operated by inputChat Corporation, Inc. ("inputChat", "we" or "us"). By installing, using, or accessing the Website or the Services (as defined in Section 2), by signing or clicking to accept these terms or any Subscription Documentation (as defined in Section 2.1) referencing these terms, you agree to be bound by the following terms and conditions, including inputChat's Privacy Policy (together, these "Terms," or this "Agreement").

If you are using an inputChat Service on behalf of a corporation, partnership, limited liability company, trust, or other entity, then "Client" or "you" means that entity, and you are binding that entity to this Agreement, and you represent and warrant that you have the legal power and necessary authority to do so.

This Agreement includes and incorporates by reference any Subscription Documentation executed by you between you and inputChat, as well as any policies or exhibits linked to or referenced in this Agreement. If you have entered into a separate written agreement with inputChat concerning specific Services, the terms of such agreement control as to those specific Services if there is any conflict between the terms of such agreement and these Terms. Please note that we may modify this Agreement as described in Section 16.8 below.

1. DEFINITIONS.

1.1. "Business Associate Agreement" ("BAA") means a written agreement between a covered entity and a business associate containing the elements specified at 45 CFR 164.504(e).

1.2. "Confidential Information" means all nonpublic information provided by the disclosing party, including, but not limited to, the following: inventions, code, product plans, technical and financial, business, operational, or other information exchanged under this Agreement or learned during the performance of this Agreement, or that is identified as confidential at the time of disclosure or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

1.3. "HIPAA" means the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d through d-8, as amended from time to time, and the requirements of any regulations promulgated under either the HITECH Act or HIPAA, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, the federal security standards as contained in 45 C.F.R. Parts 160 and 162, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160, all as may be amended from time to time.

1.4. **"Protected Health Information"** ("PHI") has the same meaning as it is defined in HIPAA.

1.5. "Territory" means the United States, Canada, and Australia, unless otherwise expressly set forth in Client's Subscription Documentation.

Other terms are defined in other Sections of this Agreement.

2. SERVICES.

2.1. <u>Services.</u> inputChat provides a proprietary multi-product platform that includes without limitation reputation management tools ("Reviews," "Follow-up," and "Feedback"), messaging and communication tools ("Inbox," "Texting," "Webchat," "Videochat," "Teamchat," "Automations," "Voice," and "Campaigns"), internal and external communication ("Communication(s)"), payment processing ("Payments"), integration tools ("Integration(s)") to facilitate communication on other platforms (including Google, Facebook, Twitter, among many others, together "Third-Party Platforms"), customer or contact interactions ("Interaction(s), certain **Free Access Subscription or Beta Releases (as defined in Section 3.7)**, and any other services inputChat may offer from time to time (together with the Website, the "Service(s)"). Client will, from time to time, enter into a proposal, quote, services/purchase agreement, statement of work, order form, or otherwise click to accept or agree to an online registration form, which references this Agreement ("Subscription Documentation") and details the Services ordered from inputChat and, if applicable, the usage limits or other scope of use descriptions for the Services (including without limitation any volume or usage limits, numerical limits on Authorized Users, and descriptions of product feature levels) (the "Scope of Use"). Client may be provided the option to purchase certain Services as part of a package or bundle offer (a "Bundle"), as detailed in the applicable Subscription Documentation. Client acknowledges that whenever it uses inputChat's integration tools to facilitate Communication through Third-Party Platforms, it is agreeing to the terms and conditions of the relevant platforms (see Section 11 below). inputChat has no obligation to provide any services or perform any tasks not specifically set forth in this Agreement or any applicable Subscription Documentation.

2.2. <u>Alteration of Subscription Documentation.</u> Any modifications or amendments to any existing Subscription Documentation must be agreed to in writing by the parties. inputChat has no obligation to perform any Services under the amended Subscription Documentation until the parties have agreed to the effect of such changes on the applicable Fees.

2.3. <u>Modification of the Services.</u> inputChat reserves the right to modify or discontinue the Services at any time (including by limiting or discontinuing certain features of the Services), or to alter the offering of the Services (including by adding, limiting or discontinuing certain Bundle offers) temporarily or permanently. inputChat, in its sole discretion, also reserves the right to replace certain Services and Bundles with functionally equivalent Services or Bundles. In the event inputChat makes any modification or alteration to the Services or the offering of Services that has a material adverse effect on the functionality of the Services ordered under your Subscription Documentation, Client may terminate this Agreement and receive a pro-rated refund of pre-paid unused Fees for the remainder of **Client's Subscription Term (as defined in Section 8.1**).

2.4. <u>Additional Terms.</u> Client's use of certain Services may be subject to additional policies, terms, rules, or guidelines applicable to the Services or certain features of the Services that we may post on or link to from the Services (the "Additional Terms"). For example, if you elect to use inputChat Payments, your use is subject to the inputChat Payment Terms (currently available at https:// www.inputchat.com/payments-terms-and-conditions/). All Additional Terms are incorporated by this reference into, and made a part of, these Terms.

3. USE RIGHTS; RESTRICTIONS.

3.1. <u>Use of Services.</u> Subject to all terms and conditions of this Agreement, including any Additional Terms, inputChat grants Client a non-transferable, non-exclusive, non-sublicensable, revocable, limited right and license during the applicable Subscription Term and within the Territory (to the extent available in the Territory) to: (a) install and use an object code copy of any mobile application associated with the Services; and (b) access and use the Services, designated on Client's Subscription Documentation solely for Client's internal business purposes, but only in accordance with this Agreement, inputChat's Acceptable Use Policy ("Acceptable Use Policy") (currently available at https://www.inputchat.com/acceptable-use-policy/), the applicable Subscription Documentation, and all applicable Scope of Use descriptions. Although the Services may be accessible worldwide, inputChat makes no representation that the Services are appropriate or available for use in locations outside the Territory (or that all products or features of the Services are available throughout the Territory). Furthermore, accessing the Services from territories where their content or use is illegal is prohibited. Those who choose to access the Services from other locations do so at their own initiative and risk and are responsible for compliance with local laws and any costs associated with access or use outside the Territory. You may not use or export the Services in violation of U.S. export laws and regulations.

3.2. <u>Account Registration.</u> Client will register for an inputChat account in order to access or receive the Services. Account information must be kept current, complete, and accurate and will be governed by inputChat's Privacy Policy (currently available at https://www.inputchat.com/privacypolicy) as may be amended from time to time. Client must keep its account information up to date so that inputChat may send statements, notices, and other information by email or through Client's account. By using or accessing the Website, Client consents to inputChat's use of cookies in accordance with the terms of inputChat's Privacy Policy. You are solely responsible for all use of the Services account. inputChat will not be liable for any damange or loss caused by or arising from unauthorized use of Client's account.

3.3. <u>Eligibility and Use by Others.</u> By agreeing to these Terms, Client warrants that it and its employees and contractors whom Client has authorized to access the Services on its behalf ("Authorized Users"): (a) are over 18 years old; (b) have not previously been suspended or removed from the Services; and (c) will comply with all applicable laws when using the Services. Client may permit its Authorized Users to use the Services provided their use is for Client's benefit only and remains in compliance with this Agreement. Authorized Users are subject to the applicable terms and conditions of this Agreement which may be communicated by inputChat posting to the Website or on a click-through basis to Authorized Users upon access to the Services or Website.

3.4. <u>Responsibility for Authorized Users.</u> Client will be responsible and liable for all Authorized Users' use and access and their compliance with these terms and conditions. Client will be solely responsible for authorizing and creating passwords, user IDs, and other access credentials for Authorized Users. Client is solely responsible for designating its Authorized Users and restricting or terminating the rights of such users during the Subscription Term, as Client deems appropriate. Provided, however, inputChat may, in its sole discretion, suspend any Authorized User's access to the Services. Client is solely responsible for ensuring that any passwords, user IDs, and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorized person. Additionally, Client is solely responsible for complying, and ensuring its Authorized Users comply, with all laws applicable to Client. Client will be solely responsible for any and all actions taken using its and its Authorized Users' accounts, passwords, or access credentials. Client must notify inputChat within twenty-four (24) hours of any breach of security or

unauthorized use of its account. Use by all Authorized Users in aggregate will count towards any applicable Scope of Use restrictions.

3.5. <u>Use by Contacts.</u> Any person that is a client, contact, or patient of Client, or that is a potential client, contact or patient of Client ("Contact(s)") who accesses or uses the Services, including via Client's website, are subject to the Acceptable Use Policy and such other terms as may be provided by inputChat from time to time, which includes inputChat's right to disable or remove access to any Contact or content or resource that violates the Acceptable Use Policy.

3.6. <u>General Restrictions.</u> Client must not (and must not allow any third party) to: (a) lease, rent, transfer, copy, provide, or sublicense access to the **inputChat Technology (as defined in Section 10**) to a third party (except Authorized Users as specifically authorized above); (b) incorporate the inputChat Technology (or any portion of that Technology) into, or use it with or to provide, any site, product or service; (c) use the inputChat Technology (or any portion of that Technology) for time-sharing purposes or for a third party's benefit; (d) publicly disseminate information regarding the performance of the inputChat Technology (which is deemed inputChat's Confidential Information); (e) modify or create a derivative work of the inputChat Technology or any portion of that Technology; (f) disassemble, decompile, reverse engineer, translate, or otherwise seek to obtain or derive the source code, algorithms, underlying ideas, file formats, or non-public APIs to any inputChat Technology or Services, except to the extent expressly permitted by applicable law and then only upon advance notice to inputChat; (g) break or circumvent any security measures or rate limits for Services; (h) distribute any portion of the inputChat Technology other than as specifically permitted above; (i) use the Service in violation of the Acceptable Use Policy; or (j) remove or obscure any proprietary or other notices contained in the inputChat Technology including in any reports or output obtained from the inputChat Technology.

3.7. <u>Beta Releases and Free Access Subscriptions.</u> Subject to Client's compliance with the terms of this Agreement, inputChat may provide Client with certain Services for free or on a trial basis (a "Free Access Subscription") or with "alpha," "beta," or other early-stage Services, integrations or features ("Beta Releases") for the Subscription Term set forth in the applicable Subscription Documentation (if applicable). This Section and any relevant Additional Terms will apply to any Free Access Subscription or Beta Release (even if a Beta Release is provided for a fee or counts towards Client's Scope of Use allocations) and supersedes any contrary provision in this Agreement. Section 6 (Availability of Services; Support) will not apply to any Free Access Subscription or Beta Releases. inputChat may use good faith efforts in its discretion to assist Client with Free Access Subscriptions or Beta Releases. Without limiting the other disclaimers and limitations in this Agreement, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, CLIENT FURTHER AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS AND OTHER PROBLEMS FOR WHICH INPUTCHAT WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF A BETA RELEASE IS AT CLIENT'S RISK. If you choose to use Beta Releases, you do so in your discretion and at your own risk. inputChat makes no guarantees or promises with respect to the continued availability of any Free Access Subscriptions or Beta Releases, nor does it promise that it will release future versions of a Beta Release or that it will make them available under the same commercial or other terms. inputChat may discontinue Beta Releases at any time, in inputChat's sole discretion, and decide not

to make a Beta Releases generally available. Notwithstanding anything to the contrary, inputChat may terminate Client's right to use any Free Access Subscription or Beta Release at any time for any reason or no reason in inputChat's sole discretion, without liability.

4. CLIENT DATA.

4.1. Rights in Client Data. As between the parties, Client retains all right, title, and interest (including any intellectual property rights) in and to any image, text, or other content and data that Client selects or submits for use or incorporation with the Services (including without limitation, chat and message logs, PHI, Contact Data, or any Third-Party Content) ("Client Data"). "Contact Data" means data related to the identity, characteristics and activities of Contacts, collected or submitted to the Services by Client or captured by the Services. To the extent Client is a Covered Entity or a Business Associate, as those terms are defined in HIPAA, "Client Data" also includes PHI. "Third-Party Content" means data, content, or other materials that Client provides to the inputChat Services from its third-party data providers, including through **Third-Party Products (as defined in Section 11**) used by Client. Client grants inputChat a non-exclusive, worldwide, royalty-free right and license to use, copy, collect, modify, store, transmit, and create derivative works of the Client Data solely to the extent necessary to provide the Services and related services to Client and as otherwise provided in this Agreement. Client further instructs inputChat to use and disclose Client Data and Contact Data as necessary to (a) provide the Services consistent with this Agreement and inputChat's Privacy Policy, including investigating, detecting, and preventing security incidents, fraud, spam, or unlawful use of the Services, and (b) respond to Client's inquiries or any technical problems and ensure the Services are working properly.

4.2. Aggregate/Anonymous Data. inputChat has the right to generate usage data from Client use of the Services and may aggregate anonymized Client Data ("Aggregate/Anonymous Data"). Notwithstanding anything to the contrary in this Agreement, Aggregate/Anonymous Data is inputChat Technology, which inputChat may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve inputChat's products and services and to create and distribute reports and other materials). inputChat will not distribute Aggregate/Anonymous Data in a manner that personally identifies Client or its Contacts, or that would otherwise violate applicable laws. If Client and inputChat have entered into a BAA, inputChat will use the Aggregate/Anonymous Data only in conformity with the terms of such agreement.

4.3. Monitoring. inputChat, and any Third-Party platform(s) Client uses or accesses in connection with the Services, may monitor and analyze Client Data or Contact Data (including but not limited to surveys, reviews, chats, messages, etc.) to improve the Website, Services or third-party platform; to improve Client's experience using the Website, Services or Third-party platform; to customize and communicate informational or product offerings and promotions to Client; to ensure compliance with the Acceptable Use Policy (including taking corrective action permitted by the Policy); or to make the Website, Services, or third-party platform more helpful or useful to Client and other users.

4.4. Security. In its discretion, inputChat may maintain physical, technical and organizational measures designed to secure its systems from unauthorized access, use or disclosure. If Client is a **Covered Entity or Business Associate, as defined in HIPAA**, inputChat and Client agree to the terms of inputChat's BAA (currently available at https://www.inputchat.com/business-associate-agreement/), which may be amended from time to time, and to secure and use PHI in accordance with the BAA. inputChat takes no responsibility and assumes no liability for any Client Data other than its express security obligations in this Section.

4.5. <u>Storage.</u> inputChat does not provide an archiving service. During the Subscription Term, inputChat may delete Client Data no longer in active use. Except for requirements that are included in any BAA entered into between inputChat and Client, inputChat expressly disclaims all other obligations with respect to storage.

5. CLIENT OBLIGATIONS.

5.1. <u>Warranty.</u> Client warrants and represents that it is in full compliance with all applicable state, federal, and international laws, rules, and regulations and that Client will not use the Services in a manner that would violate or cause inputChat to violate any obligation with respect to any such laws, rules, regulations, or amendments, including but not limited to the Federal Trade Commission's Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Health Insurance Portability and Accountability Act of 1996, the Gramm-Leach-Bliley Act of 1999, the CAN-SPAM Act, Do Not Call rules and prohibitions, and Canada's Anti-Spam Legislation ("CASL"). Client also warrants and represents that: (a) Client has sole ownership of any Client Data it provides to inputChat, or otherwise has legal rights to provide such Client Data, and Client Data and inputChat's use of it will not violate third-party rights, including intellectual property, privacy, and publicity rights; (b) inputChat's possession or use of the Client Data on Client's behalf in connection with the Services, as contemplated in this Agreement, will not violate any contract, statute, or regulation; (c) any Client Data Client or Client's authorized representative(s) submit for publication on an online review or ratings website as a provider of goods or services will be true and accurate, and will only concern Client or the goods or services that Client provides; (d) Client is authorized to provide inputChat with any Contact, Client or Authorized User information it provides in connection with the Services, including any personally identifying information; and (e) Client or Client's authorized representative(s) will only use the Services for Interactions with actual Contacts. If Client receives any take-down requests or infringement notices related to Client Data or its use of Third-Party Products, it will promptly stop using these items with the Services and notify inputChat immediately. Additionally, if an integration is included in the Services Client orders, Client grants inputChat the right to access Client's Information or CRM system directly or through a third-party service for the purposes of fulfilling inputChat's obligations under this Agreement, and Client warrants that Client is not restricted by law or applicable agreement from granting inputChat such right. inputChat will not be held liable for any consequences of false or inaccurate content published to an online review or ratings website through inputChat by Client or its Authorized Users.

5.2. <u>Contact's Consent; Intended Use of the Services.</u> The Services are intended to allow Client to send electronic Communication, including but not limited to text messages, only to Client's own Contacts who have consented to the receipt of such Communications and who have been provided with necessary notices as required by applicable law and regulations. The Services are intended primarily for sending transactional or informational messages and for advertisements, marketing/ telemarketing, or promotional messages, as such are defined in applicable laws, rules, and regulations (collectively "Marketing"). Accordingly, Client will for the duration of the Subscription Term: (a) provide all required disclosures to Contacts and obtain all required consents or authorizations from Contacts, based on applicable laws, prior to using the Services; (b) obtain all necessary rights, consents, and releases to allow Client Data to be collected, used, and disclosed in the manner contemplated by this Agreement and to grant inputChat the rights stated; and (c) send Marketing messages through inputChat so long as such messages are in compliance with all local, state, national, and international laws, regulations, and industry-specific best practices, including but not limited to Do Not Call rules and prohibitions. Client is solely responsible for its compliance with applicable law and regulations and must not rely on the Services for any such compliance. Use of

the Services does not guarantee compliance with applicable law or regulation, and inputChat expressly disclaims any liability for Client's non-compliance. inputChat reserves the right to suspend or terminate Client's access to the Services or the messaging feature if inputChat believes, in its discretion, that Client has violated this Section 5.

6. AVAILABILITY OF SERVICES; SUPPORT.

6.1. Availability. Subject to the terms of this Agreement and any scheduled maintenance and unavailability caused by: (a) actions or omissions of Client; (b) failures, defects, or errors in the facilities, software, hardware, or network of Client; or (c) circumstances that constitute a force majeure event, or that are beyond inputChat's reasonable control, the Services will be available for access via the Website 99.0% of the time during of the applicable Subscription Term. If the Website is down, contact the support time at support@inputchart.com. Client's sole remedy and inputChat's sole liability for failure to meet the aforementioned availability shall be support in accordance with Section 6.2.

6.2. Support. inputChat makes available web-based support through the Website. Additional support services may be available to Client subject to payment of applicable fees (if any), as specified in any applicable Subscription Documentation. Any support services are subject to this Agreement and inputChat's applicable support policies. inputChat may also provide onboarding, deployment, and other services under this Agreement. The scope, pricing, and other terms for these additional services will be set forth in the applicable Subscription Documentation. inputChat's ability to deliver the Services will depend on Client's reasonable and timely cooperation and the accuracy and completeness of any information from Client needed to deliver the Services.

7. FEES AND PAYMENT.

7.1. Fees. Unless otherwise specified on the applicable Subscription Documentation, the Services are provided on an ongoing, per license subscription-basis including automatically recurring payments for periodic charges, according to the terms and conditions referenced in the Subscription Documentation ("Subscription"). Client shall pay to inputChat the fees for the Subscription to the Services or any Bundle ("Subscription Fees") and any additional fees (if applicable), all as set forth in the applicable Subscription Documentation (collectively, the "Fees"). Except as otherwise specified in the applicable Subscription documentation, unless Client terminates a Free Access Subscription prior to the lapse of the Free Access Subscription term, such Services will convert to a paid Subscription, and Client must pay inputChat the applicable Subscription Fees according to the terms of this Agreement. Unless otherwise specified in the applicable Subscription Documentation, payment for all Fees is due within thirty (30) days of the invoice date.

7.2. Payment of Fees. Unless otherwise specified in the applicable Subscription Documentation, all Subscription Fees will be paid monthly in advance, though overage fees (if any) may be charged in arrears, and all references to currency set forth in this Agreement will mean U.S. dollars, with all payments hereunder to be made in U.S. dollars. Subscription Fees paid on an annual basis, up front and in full will result in a discount. Subscription Fees are non-refundable and non-creditable, except as expressly set forth in Sections 2.3 (Modification of the Services) and 8.3 (Termination for Cause). If the payment method selected on the applicable Subscription Documentation is credit card, ACH, or direct debit, Client authorizes inputChat to charge the Subscription Fees automatically, on an auto-renew basis on your **Subscription Start Date (as defined in Section 8.1)** for each subsequent

Subscription Term. All additional Subscription Fees for additional Services accessed by Client will be billed when the Service is first accessed by Client and automatically, on an auto-review basis on Client's existing Subscription Start Date. The Subscription will continue unless and until you or inputChat terminate your Subscription in accordance with Section 8. You must cancel your Subscription before it renews in order to avoid billing of the next periodic Subscription Fees to your account. If Client elects to pay by credit card, then you are responsible for both (a) enabling auto-recharge on your account and (b) ensuring that your account has a sufficient positive balance to cover all Fees when due. Should inputChat be unable to process/receive the Fees when due and owing, payment shall be considered overdue. inputChat shall have the right to charge interest on all overdue amounts at the annual rate of 12%, compounded monthly, or the maximum lawful amounts, whichever is less. Additionally, after payment becomes overdue, inputChat shall have the right to immediately suspend Client's access to the Services and seek to enforce Client's payment obligations including through the use of third-party services.

7.3. <u>Taxes.</u> inputChat's Fees are exclusive of all taxes, and Client must pay any applicable taxes or levies, whether domestic or foreign, other than taxes based on the income of inputChat. Client will make tax payments to inputChat to the extent amounts are included on inputChat's invoices.

7.4. <u>Annual Fee Increase.</u> inputChat reserves the right to increase Fees for any Services, upon sixty (60) days' prior written notice, effective on the start date of your subsequent Subscription Term.

8. TERM AND TERMINATION.

8.1. <u>Term.</u> This Agreement is effective until the applicable Subscription Term for the Services has expired or the Subscription is terminated as expressly permitted by this Agreement. Unless otherwise stated in Client's Subscription Documentation, the initial term for any Subscription to the Services is twelve (12) months and will automatically renew for subsequent periods of equal duration (the "Subscription Term"), unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current Subscription Term. Client may give notice of non-renewal by sending an email to support@inputchat.com. If no Subscription start date is specified on the applicable Subscription Documentation, the Subscription starts when Client first obtains access to the Services ("Subscription Start Date"). By agreeing to any Subscription Documentation, Client is agreeing to pay applicable fees for the entire Subscription Term. Client cannot cancel or terminate a Subscription Term except as expressly permitted by Section 8.3 (Termination for Cause).

8.2. <u>Suspension of Services</u>. inputChat may suspend Client's access to the Services if: (a) Client's account is overdue or (b) Client has exceeded its Scope of Use limits. inputChat may also suspend Client's access to the Services, remove Client Data or disable Third-Party Products if it determines that: (i) Client has breached Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations); or (ii) suspension is necessary to prevent harm or liability to other Clients or third parties or to preserve the stability, security, availability, or integrity of the Services. inputChat will have no liability for taking action as permitted above. Client will remain responsible for payment of Fees during any suspension period. Unless this Agreement has been terminated, inputChat will cooperate with Client to restore access to the Services once it verifies that Client has resolved the condition requiring suspension.

8.3. Termination for Cause. Either party may terminate this Agreement, including any related Subscription Documentation, if the other party: (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice detailing the breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, creditors' arrangement, trust deed, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter). If Client terminates during the Subscription Term for any reason other than the foregoing, Client will be responsible for the Fees due for the entire Subscription Term. inputChat may also terminate this Agreement or any related Subscription Documentation immediately if Client breaches Sections 3 (Use Rights; Restrictions) or 5 (Client Obligations), for repeated violations of other Sections of this Agreement, or if applicable, a breach of the parties' BAA.

8.4. Effect of Termination. Upon any expiration or termination of this Agreement or any Subscription Documentation: (a) Client's license rights will terminate, and it must immediately cease use of the Services (including any related inputChat Technology) and delete (or, at InputChat's request, return) any and all copies of any inputChat documentation, scripts, passwords or access codes, and any other inputChat Confidential Information in Client's possession, custody or control and (b) Client's right to access any Client Data in the applicable Services will cease, and unless otherwise precluded by a BAA, inputChat may delete any such data in its possession at any time. If inputChat terminates this Agreement for cause as provided in Section 8.3 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Client. Except where this Agreement specifies an exclusive remedy, all remedies under this Agreement, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

8.5. Survival. The following Sections survive any expiration or termination of this Agreement: 1 (Definitions); 3 (Use Rights; Restrictions); 4 (Client Data); 7 (Fees and Payment); 8 (Term and Termination); 9 (Confidential Information); 10 (inputChat Technology); 11 (Third-Party Products and Integrations); 12 (Indemnification); 13 (Disclaimers); 14 (Limitations of Liability); 15 (Dispute Resolution); and 16 (General).

9. CONFIDENTIAL INFORMATION.

9.1. Obligation of Confidentiality. Except as otherwise expressly permitted in this Agreement, each party (as the receiving party) must: (a) hold in confidence and not disclose the other party's Confidential Information to third parties; (b) use the other party's Confidential Information only as necessary to fulfill its obligations and exercise its rights under this Agreement; and must not (c) use it Confidential Information to compete with the other party. Each party may share the other party's Confidential Information with its employees, agents, contractors, or subcontractors having a legitimate need to know (which, for inputChat, includes the subcontractors referenced in Section 16.4), provided that such party remains responsible for any recipient's compliance with the terms of this Section 9, and these recipients are bound to confidentiality obligations no less protective than provided for in this Section.

9.2. Exclusions from Confidentiality Obligations. These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (a) is or becomes public knowledge through no fault of the receiving party; (b) was known by the receiving party prior to receipt of the Confidential Information; (c) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (d) is independently developed by the

receiving party without using the disclosing party's Confidential Information. A party may also disclose the other party's Confidential Information to the extent required by law or court order, provided it gives advance notice (if permitted by law) and cooperates in any effort by the other party to obtain confidential treatment for the information.

9.3. <u>Remedies</u>. The disclosure of Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so upon breach of this Section, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law, including liquidated damages if contracted for.

10. INPUTCHAT TECHNOLOGY.

10.1. <u>Ownership Rights, Updates, Modifications, and Improvements.</u> By accepting this Agreement, Client obtains only a limited right to use the Services and that irrespective of the use of the words "purchase," "sale," or similar terms in this Agreement or related documentation, inputChat transfers no ownership rights to Client, and except as expressly permitted by such limited right, Client may not use inputChat Technology in any way. inputChat (or its suppliers) exclusively retains all rights, title, and interest (including all intellectual property rights) in and to all Services, products, any and all related documentation, technology, software, code, logos, trademarks, service marks, know-how, and templates (including in any reports or output obtained from the Services); furthermore, inputChat retains anything delivered as part of support, materials, or other services, and any updates, derivative works, or modifications of any of the foregoing, including as may incorporate any **Feedback (as defined in Section 10.2**) ("inputChat Technology") provided by inputChat (which is deemed inputChat's Confidential Information) and reserves any licenses not specifically granted by this Agreement. Furthermore, inputChat exclusively owns and reserves all right, title, and interest in and to inputChat's Confidential Information and any data, in anonymized or aggregated form, that does not identify you, any end users, or any natural person, generated or derived from the use or operation of the Services, including volumes, frequencies, bounce rates, and performance results for the Services. inputChat offers the Services as an on-line, hosted product. Accordingly, Client has no right to obtain a copy of the software underlying or used by any Services, and that inputChat, in its sole discretion, may update, fix bugs, modify, or improve the Services from time-to-time.

10.2. <u>Feedback.</u> If Client elects to provide inputChat feedback in the form of advice, suggestions, comments, ideas, information, or other feedback or improvements or related materials (collectively, "Feedback"), Client grants inputChat a worldwide, perpetual, non-revocable, sublicensable, royalty-free right and license to use, license, copy, disclose, distribute, and exploit any such Feedback in any manner without any obligation, payment, or restriction based on intellectual property rights or otherwise. Nothing in this Agreement limits inputChat's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or not.

11. THIRD-PARTY PRODUCTS AND INTEGRATIONS

inputChat may arrange with third-party providers, or facilitate Client arranging with third-party providers, to provide products or services in connection with the Services described in this Agreement. If Client elects to use applications, integrations, add-ons, software, code, online services, systems, and other products not developed by inputChat ("Third-Party Products") in connection with or otherwise made available through the Services, such Third-Party Products may make Third-Party Content available to Client and may access Client's instance of the Services, including Client

Data. Client's use of such Third-Party Products may require Client to enter into separate terms and conditions with such third-party. inputChat is not a party to any such terms and will not be liable under them. inputChat does not warrant or support Third-Party Products or Third-Party Content (whether these items are designated by inputChat as "powered," "verified," or otherwise) and disclaims all responsibility and liability for these items and their access to the Services, including their modification, disclosure, deletion, or collection of Client Data. inputChat is not responsible in any way for Client Data once it is copied, transmitted, or removed from the Services.

12. INDEMNIFICATION

12.1. <u>Indemnification by Client.</u> Client will indemnify and hold harmless inputChat and its directors, officers, directors, employees, consultants, subsidiaries, affiliates, and agents (together, the "inputChat Entities") from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to: (a) your unauthorized use of, or misuse of, the Services; (b) your violation of any applicable law or third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; (c) any dispute or issue between you and any third party (including your Contacts); (d) any demand, dispute, or issue (including without limitation fee disputes) between you and your **Payment Processor (as defined in the applicable Additional Terms**); (e) any Client Data; (f) inputChat's use, as contemplated in this Agreement, of any information provided to inputChat by you or your Contacts; (g) breach or alleged breach of this Agreement, including Client's Warranties and Obligations; (h) any claim of a governmental entity or other party that you have violated any law, rule, or regulation; or, if applicable, (i) alleged breach or breach of Client's obligations contained in the BAA. Client must defend the inputChat Entities against these claims at inputChat's request, but inputChat may participate in any claim through counsel of its own choosing, and the parties will reasonably cooperate on any defense. In the event inputChat assumes exclusive defense of such claims, Client shall cooperate with inputChat's defense of any such claims. Client must not settle any claim without inputChat's prior written consent if the settlement does not fully release inputChat from liability or would require inputChat to admit fault, pay any amounts, or take or refrain from taking any action. If Client does settle a claim without inputChat's prior written consent, Client shall indemnify and hold inputChat harmless for any damages that result as a consequence.

12.2. <u>Indemnification by inputChat.</u> inputChat will indemnify and hold Client harmless from and against any third-party claims and related costs, damages, liabilities, and expenses (including reasonable attorney's fees) arising from or pertaining to (i) inputChat's gross negligence or willful misconduct; or (ii) inputChat's infringement, misappropriation, or violation of a third party's intellectual property rights. inputChat will defend Client against these claims at Client's request, but Client may participate in any claim through counsel of its own choosing, and the Parties will reasonably cooperate on any defense. inputChat must not settle any claim without Client's prior written consent if the settlement does not fully release Client from liability or would require Client to admit fault, pay any amounts, or take or refrain from taking any action.

13. DISCLAIMERS

13.1. EXCEPT AS PROVIDED EXPRESSLY IN THIS AGREEMENT, ALL INPUTCHAT TECHNOLOGY AND RELATED SERVICES, MATERIALS AND CONTENT AVAILABLE THROUGH THE INPUTCHAT TECHNOLOGY ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. NEITHER INPUTCHAT NOR ITS SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT

NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. INPUTCHAT MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT INPUTCHAT TECHNOLOGY WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, THAT CLIENT DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT INPUTCHAT TECHNOLOGY WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, AND INPUTCHAT DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED. INPUTCHAT WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CLIENT PROPERTIES, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-INPUTCHAT SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR THE COLLECTION, USE, AND DISCLOSURE OF CLIENT DATA AUTHORIZED BY THIS AGREEMENT, OR FOR DECISIONS OR ACTIONS TAKEN (OR NOT TAKEN) BY CLIENT BASED UPON INPUTCHAT TECHNOLOGY OR INPUTCHAT'S RELATED SERVICES (INCLUDING CHANGES TO CLIENT PROPERTIES). THE DISCLAIMERS IN THIS SECTION WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT. CLIENT MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

13.2. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICES OR INPUTCHAT ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICES WILL CREATE ANY WARRANTY REGARDING ANY OF THE INPUTCHAT ENTITIES OR THE SERVICES THAT IS NOT EXPRESSLY STATED IN THESE TERMS. INPUTCHAT DOES NOT PROVIDE ITS CLIENTS WITH LEGAL ADVICE REGARDING DATA PRIVACY OR COMPLIANCE WITH RELEVANT LAW IN ANY JURISDICTION, AND ANY STATEMENTS MADE BY INPUTCHAT TO ITS CLIENT(S) DOES NOT CONSTITUTE LEGAL ADVICE. USE OF THE SERVICES DOES NOT GUARANTEE COMPLIANCE WITH APPLICABLE LAWS IN ANY JURISDICTION.

14. LIMITATIONS OF LIABILITY

TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL INPUTCHAT OR ITS SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, LOST, OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL INPUTCHAT'S OR ITS SUPPLIERS' TOTAL LIABILITY EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID BY CLIENT TO INPUTCHAT FOR THE APPLICABLE SERVICE(S) OR RELATED SERVICE(S) IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES PROVIDED WITHOUT CHARGE, INPUTCHAT'S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS ($50.00 US). NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 14 EXCLUDES EITHER PARTY'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE

EXTENT CAUSED BY A PARTY'S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THIS AGREEMENT, THIS SECTION 14 WILL APPLY TO THE MAXIMUM EXTENT NOT PROHIBITED BY SUCH LAW. EACH PARTY AGREES THAT THIS SECTION 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY INPUTCHAT TECHNOLOGY OR ANY RELATED SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. DISPUTE RESOLUTION.

If a dispute arises between the parties related to this Agreement or the Services provided and the dispute cannot be settled through informal negotiations, the parties shall resolve their dispute ("Claim(s)"), according to the following steps and in the order listed:

15.1. Mediation. The parties shall participate in mediation to settle their Claims in accordance with the Utah Code § 78B-10-101 et seq. and any rules and procedures promulgated thereunder (Utah Uniform Mediation Act and referred to as "UUMA") and this Agreement before a party can file a judicial action, whether in a court of law, an administrative body, government agency, or otherwise. If there are any conflicting provisions between UUMA and this Agreement, the provisions in this Agreement will govern.

15.1.1. Notice. Mediation must be conducted within sixty (60) days from a party receiving written notice of Claims from a complaining party. The notice must contain a detailed description of the nature of the Claims and the requested relief sought.

15.1.2. Mediator Selection and Mediator Fees. A neutral mediator will be selected as mutually agreed upon by the parties. The mediator's fees and costs will be paid to the mediator at the end of mediation, with both parties equally sharing the mediation costs and paying their own legal fees and costs.

15.1.3. Location. Mediation will occur in Salt Lake City, Utah.

15.2. Binding Arbitration. If a Claim is not finally resolved by mediation, the parties shall submit to mandatory and binding arbitration. The Claim will be settled by arbitration in accordance with Utah Code § 78B-10-101 et seq. and any rules and procedures promulgated thereunder (Utah Uniform Arbitration Act and referred to as "UUAA"). The arbitrator's judgment may be entered in any court

having competent jurisdiction in Salt Lake City, Utah. If the arbitrator determines that the evidence produced through the arbitration process is insufficient to support a decision, the arbitrator may conclude the arbitration proceedings without a decision. If there are any conflicting provisions between UUAA and this Agreement, the provisions in this Agreement will govern.

15.2.1 <u>Location</u>. Arbitration will occur in Salt Lake City, Utah.

15.3. <u>Judicial Action</u>. If the parties are unable to resolve the Claim pursuant to the mandatory mediation and arbitration steps stated above, or if one of the parties refuses to participate in mandatory mediation and arbitration or fails to respond to a complaining party's request for mediation and arbitration, the parties may subsequently file a judicial action in a court of competent jurisdiction in Salt Lake City, Utah.

15.4. <u>Disputes Not Subject to the Mediation Process</u>. The following claims or actions are not subject to the mandatory mediation provisions of this Section 15:

15.4.1. A request for an order of injunctive relief and any related incidental damages;

15.4.2. A request for an order to prevent the disclosure of or misuse of Confidential Information or Trade Secrets; and

15.4.3. Enforcement of Client's payment obligations as set forth under Section 7.

16. GENERAL.

16.1. <u>Assignment.</u> This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this Agreement without the advance written consent of the other party, except that inputChat may assign this Agreement without consent to an affiliate or in connection with an acquisition, merger, reorganization, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 16.1 will be null and void.

16.2. <u>Notices.</u> Any notice or communication to inputChat under this Agreement must be in writing. Client must send any notices under this Agreement (including breach notices) to inputChat Headquarters and include "Attn. Legal Department" in the subject line. inputChat may send notices to the e-mail addresses on Client's account or, at inputChat's option, to Client's last-known postal address. inputChat may also provide operational notices regarding the Services or other business-related notices through conspicuous posting of such notice on inputChat's website or the Services. Each party consents to receipt of electronic notices and agrees that any notices, agreements, disclosures, or other communications that we send each other electronically will satisfy any legal communication requirements, including that those communications be in writing. inputChat is not responsible for any automatic filtering that Client or its network provider may apply to email notifications.

16.3. <u>Publicity.</u> Unless otherwise specified in the applicable Subscription Documentation, inputChat may use Client's name, marks, and logo to identify Client as a inputChat Client on inputChat's website and other marketing materials.

16.4. <u>Subcontractors.</u> inputChat may use subcontractors and permit them to exercise the rights granted to inputChat in order to provide the Services and related services under this Agreement.

16.5. <u>Subpoenas.</u> Nothing in this Agreement prevents inputChat from disclosing Client Data to the extent required by law, subpoenas, or court orders, but inputChat will use commercially reasonable efforts to notify Client where permitted to do so.

16.6. <u>Independent Contractors.</u> The parties to this Agreement are independent contractors, and this Agreement does not create a partnership, joint venture, employment, franchise, agency, or other similar relationship. Neither party has the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

16.7. <u>Force Majeure.</u> Neither party will be liable for any delay or failure to perform its obligations under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, riot, disruption of labor force, blockade, war, act of terrorism, riot, natural disaster, disruption in transportation systems, national or state emergency, epidemic, pandemic, communicable disease outbreak, failure, or reduction of power or telecommunications or data networks or services, or government act or order. This list of causes is neither exclusive nor exhaustive.

16.8. <u>Amendments.</u> inputChat may update or modify these Terms (including the Additional Terms and any referenced policies and other documents) from time to time by posting a revised version on the Website or Services or by notification via the email associated with your account. If a change to these Terms materially modifies your rights or obligations, you may be required to click through the updated Terms to show acceptance and to continue to use the Services. Material modifications are effective upon the earlier of your acceptance of the modified Terms or your next subsequent Subscription Term. Immaterial modifications will become effective upon posting or notification, and your continued use of the Services or Website, following the immaterial modifications or update, will constitute acceptance of the updated Terms. If Client does not agree to the updated Terms, Client will no longer have the right to use the Services. Except as otherwise described in this Section, any modification or amendment to this Agreement shall be made in writing and signed by a duly authorized representative of each party.

16.9. <u>Waivers.</u> No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. Failure to enforce any provision of this Agreement will not operate as a waiver of such provision or any other provision or of the right to enforce such provision or any other provision in the future. Waivers must be made in writing and executed by a duly authorized representative of the waiving party.

16.10. <u>Headings.</u> The headings used in this Agreement are for ease of reference only. They are not intended as a complete re-statement of the matters contained under each heading,. You acknowledge that you have read and understand all the text of this Agreement and not just the headings.

16.11. <u>Severability.</u> If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable, void, or invalid; that provision will be limited to the minimum

extent necessary to allow this Agreement to otherwise remain in effect. All other provisions remain in full effect regardless of the severability of an unenforceable, void, or invalid provision.

16.12. <u>No Third-Party Rights or Use.</u> Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement **with the exception of third-party rights allowed under Section 16.18 below.** Each Subscription only permits use by or on behalf of the legal entity or entities identified in the Subscription Documentation and not any affiliates. Furthermore, Client's affiliates are not permitted to use the Services under these Terms unless an affiliate agrees to these Terms individually and creates its own account.

16.13. <u>Attorneys' Fees and Costs.</u> The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorneys' fees and costs for the action.

16.14. <u>Entire Agreement.</u> This Agreement, including these Terms and any applicable Subscription Documentation, represents the parties' complete and exclusive understanding relating to the Agreement's subject matter. **With the exception of a written agreement for specific Services as referred to in paragraph three of this Agreement,** this Agreement supersedes all prior or contemporaneous oral or written communications, proposals, and representations with respect to the inputChat Technology or any other subject matter covered by this Agreement. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to this Agreement. The Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement regardless of when or where adopted. Any terms provided by Client (including as part of any purchase order or other business form used by Client) are for administrative purposes only, and have no legal effect on this Agreement.

16.15. <u>Counterparts; Electronic Transmission.</u> This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one and the same instrument. A facsimile or other reproduction of this Agreement may be executed by one or more parties to this Agreement. An executed copy of this Agreement may be delivered by one or more parties to this Agreement by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery will be considered valid, effective, and binding for all purposes. At the request of any party to this Agreement, all parties shall execute an original of this Agreement as well as any facsimile or other reproduction.

16.16. <u>Governing Law; Jurisdiction and Venue.</u> This Agreement is governed by the laws of the State of Utah and the United States, without regard to choice or conflict of law rules. The exclusive jurisdiction and venue for actions related to the subject matter of this Agreement will be the state courts located in Salt Lake County or Utah County, Utah or the United States District Court for the District of Utah. Both parties submit to the personal jurisdiction of these courts.

16.17. <u>Notice to California Residents.</u> If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Services or to receive further information regarding use of the Services.

16.18. <u>Other Representations and Warranties</u>. You represent and warrant that: (i) you are 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) you are not listed on any U.S. Government list of prohibited or restricted parties.

Last Updated: September 30, 2021