MASTER SERVICES AGREEMENT

This Master Services Agreement sets forth the terms and conditions governing your use of any Services provided by WorkWave LLC or any of its Affiliates ("we", "us" or "our"). Additional terms and conditions specific to an applicable Service you have purchased may also apply and are attached hereto or available at www.workwave.com/general-terms-and-conditions. You agree to review such additional Service specific terms and conditions, and that such additional terms and conditions are binding and incorporated herein by reference. As used herein, the term "Agreement" means this Master Services Agreement, any documents linked within this Master Services Agreement and any Supplemental Terms (defined below).

By executing an Order Form that incorporates by reference this Agreement, by clicking "I Accept" or "I Agree" on any electronic version of this Agreement or by otherwise accessing or using any Service, you agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must not accept this Agreement and you may not use the Services. You may not access the Services if you or your users are our competitor, except with our prior written consent.

1. Definitions.

1.1 **"Affiliates"** shall mean any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity where "control" (as used in this sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "**API**" shall mean any application programming interface that WorkWave or any of its Affiliates makes available to you.

1.3 "**Hardware**" shall mean third-party hardware, equipment or other product(s) which is sold or leased to you by us as specified in the Order Form.

1.5 **"Marketing Services"** shall mean the marketing services that may be provided by us pursuant to an applicable Order Form, including, without limitation, website development and hosting, search engine marketing and search engine optimization, and other non-software product marketing services.

1.6 "**Professional Services**" shall mean any training, consulting, Marketing Services, support or other professional services that we provide to you pursuant to an applicable Order Form.

1.7 **"Order Form"** shall mean the applicable ordering document, statement of work, scope of work, WorkWave purchase order, WorkWave PO, or similar ordering agreement entered into between us (or our Affiliate(s)) and you or between you and our authorized reseller or channel partner with respect to the Service to be provided by us to you.

1.8 **"Service(s)"** shall mean the APIs, the Subscription Services, Hardware, Marketing Services and/or the Professional Services.

1.9 **"Software Products"** shall mean the object code version of certain software products and applications that we make available for your use as a stand-alone executable or as pre-installed in Hardware or equipment as specified in an Order Form.

1.10 "**Subscription Services**" shall mean any of our proprietary solutions or Software Products that we may provide you access to as software-as-a-service, web-based application or other hosted means, including those that we may offer as part of a bundle.

1.11 **"Subscription Term"** shall mean (a) the term of Subscription Services set forth in the applicable Order Form (including any renewal term(s)) ; and (b) with respect to rented Hardware, the rental or lease period specified in the Order Form.

1.12 **"Supplemental Terms"** shall have the meaning ascribed to it under Section 2.18.

1.13 **"Third-Party Content**" and "**Third-Party Services**" shall each have the meaning ascribed under Section 2.4.

1.14 **"Users"** shall mean those of your employees, permitted contractors, and end users, as applicable, authorized by you or on your behalf to use the Services in accordance with this Agreement and your Order Form. Competitors shall not be permitted Users without our prior written consent.

1.14 **"Work Product"** shall mean any works (copyrightable or not, patentable or not), materials, outputs, products, reports, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques, modifications and know-how, whether tangible or intangible, that are made, conceived, reduced to practice or learned by us (either alone or jointly with you or others) that result from or arise out of any Professional Services.

1.15 **"Your Applications"** means any web application you create using any of our APIs and that may interoperate with our API.

1.16 **"Your Content"** means all text, files, images, graphics, illustrations, information, data, software, audio, video, photographs, web applications and other content and material (including Your Applications), in any format, provided by you or your Users that reside in, or run on or through, the Services.

2. Services.

2.1. **Subscription Services.** Subject to performance of your obligations hereunder and the applicable Order Form, (a) we will provide the Subscription Services specified in the Order Form in accordance with the terms hereof for the applicable Subscription Term set forth in such Order Form, and (b) you have the non-exclusive, non-assignable, royalty free, worldwide and limited right to access and use the Subscription Services solely for your internal business operations during such Subscription Term. Your usage of Subscription Services is limited by the usage basis described in the Order Form, which may include, but is not limited to, limitations by number of concurrent Users, number of unique Users, unique office locations, access by your Affiliates, office branches, technicians, unique hardware devices or other unique identifiers or other billing metrics. If the usage basis is limited by number of concurrent Users, only that number of concurrent subscriptions purchased in the applicable Order Form may be logged in to such Subscription Service at any one time. If the usage basis is limited by number of unique Users, such unique Users shall include only individual persons employed by you who possess a valid username and password with which to access the Subscription Services. User names and passwords assigned to each User shall only be used by one individual named User at any time and shall not be shared or used by other personnel. You acknowledge and agree that we have the right to modify access right credential requirements from time to time upon reasonable notice to you.

2.2. **Additional Subscriptions; Additional Users.** Unless otherwise provided in the applicable Order Form, (a) Subscription Services are provided to you on a subscription basis and not sold, (b) you may add subscriptions to other Subscription Services under an Order Form for existing Subscription Services (c) you may add Users to an existing Subscription Service during a Subscription Term at the same pricing as the

underlying subscription pricing (subject to any applicable tiered pricing), prorated for the portion of the Subscription Term remaining at the time the additional Users are added, and (d) any new subscriptions to other Subscription Services and any new Users added to such Subscription Services will terminate on the same date as the underlying subscriptions to such Service. In addition, we reserve the option to require that any Services added pursuant to subsequent Order Forms under this Agreement shall end on the same date as the first Service acquired under this Agreement.

2.3 Use of APIs. In order to obtain access to our APIs, you must first submit a request for access and gaining approval via our API developer application process. Access requests may be submitted to APISupport@WorkWave.com. Your use of any of our APIs, as well as your use of any of Your Applications are also governed by our API Terms and Conditions of Use located at https://www.workwave.com/api-terms .

2.4. Third-Party Content and Third-Party Services.

2.4.1 You acknowledge that certain information, content or links to websites that are accessible or available through the Subscription Services may be subject to intellectual property rights of third parties ("Third-Party Content"). Customer understands and acknowledges that we do not endorse and we are not responsible or liable for the accuracy, availability or content of such Third-Party Content and you are solely responsible and liable for use of any such Third-Party Content. If we are notified that any Third-Party Content violates applicable law or third-party rights, you agree to promptly remove such content upon notice from us, and you agree that we may remove such content if you fail to do so. If when using the Service, you are not required to enter into a separate license for such Third-Party Content, then we have obtained the right to provide you with such Third-Party Content. If you are required to enter into a separate license for such Third-Party Content, then you are responsible for complying with such license or other terms of use. The third-party owner, author, licensor or provider of such Third-Party Content retains all ownership and intellectual property rights in, to and under such Third-Party Content.

2.4.2 In addition, there may be certain services or applications provided by a third party which we may make available to you as part of the Subscription Services, including, but not limited to, add-ons, tools and other enhancements (collectively, the "Third-Party Services"). If you choose to use Third-Party Services, you hereby grant us permission to allow the Third-Party Services to access Your Content as required for the interoperation of those Third-Party Services with the Subscription Services. Your access to and use of Third-Party Services is governed solely by the terms and conditions of such Third-Party Services. We covenant to you that we have the right to use or license such Third-Party Services in conjunction with the Subscription Services. We are not responsible for any disclosure, modification, or deletion of Your Content resulting from use of or access to Third-Party Services. We cannot guarantee the continued availability of any Third-party Services features and may cease providing them without any liability to you. You acknowledge that we may make payments to or receive payments from such third-party providers. The third-party owner, licensor or provider of such Third-Party Services retains all ownership and intellectual property rights in, to and under such Third-Party Services.

2.4.3 We are not responsible for any Third-Party Services or Third-Party Content provided and you bear all risks associated with the access to and use of the same. Further, if Your Applications include programs, that are owned or licensed by third parties, you acknowledge that we may allow providers of those third-party programs to access the Services, including Your Content and Your Applications, as required for the interoperation of such third-party programs with the Services. We will not be responsible for any use, disclosure, modification or deletion of Your Content or Your Applications resulting from any such access by third-party program providers or for the interoperability of such third-party programs with the Services.

2.4.4. IF YOU PURCHASE GPS DEVICES AND/OR SERVICES, YOU UNDERSTAND AND AGREE THAT: (A) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE DEVICE PROVIDER OR THE UNDERLYING WIRELESS SERVICE CARRIER; (B) YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT WE HAVE ENTERED OR MAY ENTER INTO WITH ANY DEVICE PROVIDER OR UNDERLYING CARRIER; (C) THE DEVICE PROVIDER OR UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO YOU, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE; (D) DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED,;(E) THE DEVICE PROVIDER OR UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE DEVICES OR SERVICES; AND (F) THE DEVICE PROVIDER AND/OR UNDERLYING CARRIER MAY USE, AND RETAIN RIGHTS IN AND TO, DATA COLLECTED BY THEIR RESPECTIVE DEVICES AND SERVICES IN ACCORDANCE WITH THEIR POLICIES AND PRACTICES, NONE OF WHICH ARE CONTROLLED BY WORKWAVE, AND THAT, BY USING SUCH DEVICES AND SERVICES, YOU CONSENT TO THE SAME.

2.5. Your Responsibilities.

2.5.1. You will (a) be responsible for your Users' compliance with this Agreement and applicable Order Forms, (b) provide your Users with computer equipment, telecommunications, data connections, and other equipment necessary to access the internet and use the Services, (c) maintain confidentiality of user names, passwords, and account information, and use commercially reasonable efforts to prevent unauthorized use of the Services through your equipment, (d) notify us promptly after becoming aware of any unauthorized use of the Services, (e) use the Services in accordance with this Agreement and applicable Order Forms, (f) comply with terms of service of any third-party applications you may use with the Services, (g) be responsible for the accuracy, quality and legality of Your Content and the means by which you acquired and use Your Content within the Service, and (h) timely provide any notices and obtain any consents required to be provided or obtained by you under applicable law, and otherwise comply with all laws applicable to you, related to your use of the Services, including, without limitation, to the collection, processing, and storage of Your Content.

2.5.2. You will not (a) make any Service or Work Product available to, or use any Service or Work Product for the benefit of, anyone other than you or your Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Work Product, or include any Service or Work Product in a service bureau or outsourcing offering, or otherwise attempt to market the Services or Work Product for your own benefit or the benefit of any third party, (c) use a Service to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, or other malicious code, (d) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (e) attempt to gain unauthorized access to any Service or its related systems or networks, (f) permit direct or indirect access to or use of any Service or Work Product in a way that circumvents a contractual usage limit, (g) copy a Service or Work Product or any part, feature, function or user interface thereof, (h) modify, make derivative works of, disassemble, decompile, reverse engineer, or otherwise attempt to discover source code of any part of the Services or Work Product (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services or Work Product in order to build, develop or support, and/or assist a third party in building or supporting, products or services that are competitive with the Services; (i) remove or modify any program markings or any notice of our or any third party's proprietary rights, or (j) without our prior written consent, perform or disclose any benchmark or performance tests of the Services or Work Product, or perform or disclose any of the following security testing of the Services: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing.

2.5.3. You agree not to use the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that (a) involves the publication of any material that is false, defamatory, harassing or obscene, or that promotes bigotry, racism, hatred or harm, (b) violates privacy rights, (c) constitutes unsolicited bulk email, "junk mail", "spam", chain letters, or other form of prohibited solicitation, messaging, or advertising; (d) constitutes an infringement of intellectual property or other proprietary rights, or (e) supports any person designated by the United States government as a foreign terrorist pursuant to section 219 of the Immigration and Nationality Act or otherwise in violation of any United States export control restrictions, or otherwise violates applicable laws, ordinances or regulations. We reserve the right, but have no obligation, to remove or take other remedial action if any material violates the foregoing restrictions, and we have no liability to you in the event that we take such action.

2.6. Additional Usage Limits. You acknowledge that we may establish certain practices and limits concerning your use of the Services (or part thereof), including the maximum number of days that Your Content will be actively retained by or made available via the Services, the maximum number of uploads, posts, or transmissions that may be sent from or received by you via the Services, the maximum size of any data, individually or collectively, that may be sent from or received by you via the Services, the maximum storage space that will be allotted to you, the length of time before an inactive User is automatically logged off of the subscription, and the maximum number of times (and the maximum duration for which) you may access the Services in a given period of time. Such usage limits will be set forth in an applicable Order Form, in user, technical, or other Service documentation provided to you, or in notices provided by email or through the Service. If additional usage charges apply with respect to exceeding any such limitation, you agree to pay such additional charges and you further agree that we may collect such amount by charging your credit card during the next payment cycle or by separate invoice without further authorization required from you.

2.7. Service Availability. We will use commercially reasonable efforts to make the Service available to you during the Subscription Term but you acknowledge that we do not guarantee availability and the Service may be interrupted from time to time for both scheduled and emergency updates and maintenance. We will use reasonable efforts to attempt to notify you in advance through the Service of the time, date and expected length of time when the Service will be unavailable. Certain of our Services may have additional several level agreements, which will be specified in your Order Form.

2.8. Geocoding and Geolocation. You understand and agree that if you purchase routing and route management related Services, such Services will require us to geocode your databases in order to properly function, and you hereby expressly give us your permission to geocode such databases once the applicable Order Form has been signed. In addition, to the extent that any of our Services collect geolocation data as part of the use of such Services, you hereby agree and consent to the collection and storage of such geolocation data.

2.9. GPS Devices. You understand and agree that if you purchase GPS related Services, your GPS devices will be shipped activated and need to be installed as soon as possible. You further understand and agree that delays in installing units will not stop or defer monthly subscription for airtime and no credit(s) will be issued for failure to install units in a timely manner. Unit price for GPS devices does not include tax, shipping, insurance or handling, unless otherwise specified in an applicable Order Form. Furthermore, if we elect, at any time, to provide you with a replacement GPS device, we will issue a return merchandise authorization number and email a pre-paid return label for to you to send the original unit back to us. If the original GPS device has been lost, stolen, or damaged, or if for any reason the original GPS device is not returned to us within thirty (30) days of the replacement GPS device being issued, or if the originalGPS device was rendered obsolete by carrier network changes or other technological developments, you will also be subject to paying our then-current per-device replacement fee.

2.10. Professional Services; Work Product. Professional Services may be provided in accordance with an applicable Order Form as well as any supplemental terms and conditions that we present to you in writing.

Unless specified in an Order Form, Professional Services will be delivered remotely using a communication method of our choosing. We shall retain all ownership rights to any and all Work Product resulting from or arising out of any Professional Services excluding Your Content contained therein. We grant you a non-exclusive, non-transferable, non-assignable license to use such Work Product, solely to the extent necessary to permit you to use the Work Product in connection with the Services for the applicable Subscription Term. You acknowledge that nothing in this Agreement shall restrict or limit us from performing similar services for any third party. You agree to cooperate and work in good faith with us to enable us to timely perform Professional Services, including, without limitation, by timely responding to our inquiries, providing reasonably requested materials, and providing access to facilities, equipment, and personnel as shall be reasonably required.

2.11. Reviews. If you subscribe for a Service that enables the collection of reviews, you acknowledge that the reviewer retains ownership of the review, and has granted us a license to use and display such review through the applicable Service with right to sublicense to you. For the Subscription Term of an applicable Service for reviews, we hereby grant you a limited, non-exclusive, non-transferrable, and non-sublicenseable, worldwide license to access and publicly display such review (a) on your website through our Service, and (b) on other social media sites or print advertising material provided that you identify us as the collecting service. You acknowledge that your license to use and display such reviews terminates upon termination of the applicable reviews Service, therefore, you agree to immediately cease using or displaying such reviews upon termination of the applicable Service. You also acknowledge and agree that we may remove a review upon request of a reviewer at any time, and that we have the right, but not the obligation, to remove any review if we believe it violates our reviewer terms of use. We may also remove your response to any review if we believe that it is in violation of the usage restrictions set forth in this Agreement.

2.12 Monitoring. We may electronically monitor or access the Services for the following purposes: (a) support, including diagnostics and corrective actions; (b) to determine applicable fees due for your use of the Services; (c) to verify your compliance with applicable terms and restrictions set forth in this Agreement; and (d) to recommend better utilization of Services. If such monitoring indicates Client or its Users are not in compliance with this Agreement, or if fraudulent activity is suspected, we reserve the right to take such action as it deems necessary, including, but not limited to, charging applicable fees for unreported services, and suspension or termination of any User's access, the Services, or this Agreement.

2.13. Competing Services. You agree that during the period that we are providing you with access to our Services under any Order Form and for one (1) year thereafter, you shall not develop any commercially available product or service that competes with our Services, or assist any third party in developing such competing product or service.

2.14. Bundled Services. You agree that in the event you are provided with any bundled Services from WorkWave, unless otherwise specified in an applicable Order Form, the terms and limitations of this Agreement apply to all products or services included in the bundle, including any free products or services, if applicable.

2.15. End of Life Policies. We may maintain end of life policies with respect to the Services as published on our websites from time to time including at https://www.workwave.com/end-of-life-policy/. We may amend or modify such policies with or without notice to you, and you are responsible for reviewing such policies as in effect from time to time. Our end of life policies are incorporated by reference and are binding upon you to the same extent as if set forth herein. We reserve the right to designate as end of life any of the Services without liability to you or Users.

2.16 Installed Software. To the extent you are permitted to deploy or install any of our Software Products onto your own systems, as specified in an Order Form, your use of such Software Products is also subject to the terms and conditions of this Agreement.

2.17 Free Trial or Pilot Services. We may make available to you certain Services on an evaluation, trial or beta test basis (the "Trial Service"). Your use of a Trial Service will be for the term specified in the applicable Order Form. We may discontinue a Trial Service at any time in its sole discretion. We provides the Trial Service to you "as is" and without any warranty or indemnity of any kind.

2.18 Supplemental Terms. Certain of our Services are also subject to supplemental terms and conditions, located at https://www.workwave.com/general-terms-and-conditions ("Supplemental Terms"), including without limitation:

(a) Marketing Services
(b) Search Engine Marketing
(c) Website Design and Search Engine Optimization
(d) Field Service and Fleet Tracking Services
(e) Website Builder Services

2.19 Hardware. This Section applies only to Order Forms which include Hardware.

2.19.1 Delivery. Delivery of the Hardware will be made with shipping charges to be paid by you. Unless specifically agreed in writing, all shipments of Hardware shall be to the same address set forth on an Order Form. Title and risk of loss or damage in the Hardware passes from us to you upon the tender of shipment to the applicable carrier at our shipping facility (but title in any rented Hardware will not pass to you). Client shall pay all shipping charges, insurance, duties and taxes required. We may allocate production and deliveries of the Hardware in its sole and reasonable discretion. Shipping dates are approximate only. We shall not be liable for any damage, loss, or expense incurred by you if we fail to meet a specified shipping date. Notwithstanding anything herein to the contrary, you do not by virtue of this Section 2 (or any Order Form) acquire any right, title or interest in any pre-installed or embedded Software in the Hardware, other than the right to use such pre-installed or embedded Software solely in the normal operation of the Hardware and in accordance with any license terms for such Software.

2.19.2 Security Interest. If applicable, and to secure its obligations to make any and all payments required under this Agreement, you hereby grant to us a security interest, which may be a purchase money security interest, in the Hardware. We may do such things as are necessary to achieve the purposes of this Section including, without limitation, any notice filing under the Uniform Commercial Code (U.S.) (or other applicable law) in the appropriate jurisdiction(s). You agree to execute and deliver any additional documents or instruments that we may reasonably request from time to time to achieve the purposes of this Section, including to allow us to perfect our security interest in the Hardware.

2.19.3 Installation. If the Hardware is subject to installation on a site/location, we or our appointed engineers must have installed it or supervised directly its installation for support for the Hardware to be available. You will ensure that the site in which the Hardware will be installed satisfies our specifications. You shall, at your sole expense, obtain all licenses, permits, permission or consents required by any landlord or any other party applicable to the installation of such Hardware. Where specified in an Order Form, we will use reasonable efforts to provide support services for the Hardware (if applicable) and in accordance with the Order Form.

2.19.4 Applicable Terms. All Hardware that is sold or rented to you is also subject to the third-party manufacturer's terms and conditions. In such context, you acknowledge that we merely acquired the Hardware for you, and that the proprietary and intellectual property rights to the Hardware may be owned by parties other than us. You also acknowledge that, except for the payment to us for the Hardware, all of your rights and obligations with respect thereto flow from and to such third parties. Upon reasonable request, we shall provide you with copies of all documentation and warranties applicable to your use of the Hardware that are provided to us and which we are permitted to provide to Client.

2.19.5 Rented Hardware. As the lessor of the rented Hardware, we lease the Hardware to you for the Subscription Term set forth in the applicable Order Form. In addition to the rights set forth in this Section, we shall have all the rights and remedies available to a secured party and lessor under this Agreement, the Uniform Commercial Code, or other applicable law. All rented Hardware shall at all times be and remain personal property regardless of how the same may be affixed to any realty or other property. We shall be permitted to display notice of its ownership of the rented Hardware by affixing an identifying indicia of ownership. If you fail to return the rented Hardware after termination or at the end of the rental period, or the rented Hardware is returned to us in a damaged state (ordinary wear and tear excluded), then we reserve the right to invoice Client for the total purchase price of such Hardware at the prevailing rate.

3. Your Content.

3.1. Your Content; Aggregated Data. Except as specified in this Agreement or an applicable Order Form, we acknowledge and agree you own all right, title and interest in, to and under Your Content. You grant to us a non-exclusive, royalty free, worldwide limited right to access, copy, store, record, process, transmit, display, view, print or otherwise use Your Content to provide the Services to you, to maintain, analyze, and improve our Services, to respond to service or technical problems, confirm or enforce compliance with or resolve disputes relating to the terms of this Agreement, or to comply with applicable law. In connection with the foregoing, we may transmit or process Your Content through third-party generative artificial intelligence applications. You have sole responsibility for the accuracy, quality, integrity, reliability, legality, and ownership of Your Content. Notwithstanding any other provision in this Agreement, you agree that we may collect certain data points, including user registration and other statistical data for our own benchmarking, transactional, usage, or performance information purposes, such as user traffic, usage patterns, page impressions, activity levels, and other analytics for internal use or to be shared with third parties, provided that such information shall be in aggregate form, will not include personal data or personal information, or otherwise individually identify you (the "**Aggregated Data**"). You agree that all such Aggregated Data, is owned by us.

3.2. Control of Your Content. You control the inclusion and amount of Your Content that is stored in our Software Products through the use of the Services. You may access Your Content at any time through the use of the Services. You may correct, amend, add to or delete any part of Your Content by making any required changes directly through use of the Services. You acknowledge and agree that we are not responsible for the loss of Your Content. If you request the removal of any part of Your Content, we will assist you within a reasonable timeframe at WorkWave's applicable fees and further subject to any retention rights set forth in Section 8.5. In the event you request customer support which requires us to access your database, you acknowledge and agree that by making such request, you are authorizing us to access your login credentials and database in order to effectuate such customer support.

3.3 Addition Terms for Franchisees. If You are a franchisee who accesses the Services pursuant to your business relationship with Your franchisor, then You also agree that WorkWave may share Your Content with Your franchisor in relation to Your use of the Services including, but not limited to, any of Your account information, user registration and other data.

4. Personal Data

4.1 Personal Data Processing; No Sensitive or Special Categories of Information. To the extent any of Your Content includes any personal data or personal information, as defined by any applicable data protection laws, we will process such personal data and personal information in accordance with our Data Processing Addendum located at https://www.workwave.com/general-terms-and-conditions/ . You are solely responsible for ensuring that Your Content does not contain any personal data or personal information that is not required for us to perform the Services for you. Notwithstanding the foregoing, you understand that the Services are not

designed or intended to store any regulated sensitive or special categories of personal data or personal information, personal health information or non-public personal information (e.g., credit card numbers, bank account information and other financial information, Social Security or other personal tax identification numbers, medical or health related information, or personal information which reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation, genetic information or biometric data for the purpose of uniquely identifying a natural person, etc.). You agree not to enter any such sensitive or special categories of personal data or personal information into our Services. You further agree to remove any such sensitive or special categories of personally identifiable information, personal data or personal information if requested to do so by us, and we reserve the right to remove such sensitive or special categories of personally identifiable information, personal data or personal information if we become aware it is being stored with or without notice to you.

4.2 Privacy Policy. In performing the Services, we will comply with, and you agree to the terms of, our Privacy Policy. Our Privacy Policy is available at https://www.workwave.com/privacy-policy and the Privacy Policy, as amended from time to time, is incorporated herein by reference. Our Privacy Policy is subject to change at our discretion; however, any such changes will not result in a material reduction in the level of protection provided for Your Content during the period for which fees for the Services have been paid. If we make any material changes to our Privacy Policy, we will notify you by email, via the Services, or by means of a notice on our website prior to the change becoming effective. We use cookie files on our websites that collect limited personal data and/or personal information from users. Our Privacy Policy (which is posted on our websites) explains the nature of the cookies we use in our websites, and is amended from time to time..

5. Reservation of Rights.

5.1. WorkWave IP. Except for the limited rights expressly granted to you hereunder, we reserve all right, title and interest in, to and under the Services, the Software and any Work Product, as well as any documentation provided therewith and all related intellectual property rights inherent therein ("**WorkWave IP**"). You acknowledge and agree that (a) we are the exclusive owner (or authorized licensee) of all right, title and interest in, to and under the WorkWave IP, including, but not limited to, United States and international patent, copyright, trademark, trade secret, and trade dress rights and any other intellectual property rights, and (b) we own and hereby retain all right, title, and interest in, to and under any and all improvements, modifications releases, updates, upgrades and derivative works of such WorkWave IP.

5.2. Feedback. In the course of using the Services you may provide comments, suggestions, recommendations, or other feedback communicated to us in any manner concerning current or proposed functionality, features, operations, performance, or other attributes of the Services. You hereby grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, assignable and sublicensable right and license to use, incorporate, disclose, prepare derivative works from and otherwise exploit all such feedback for any purpose without restriction.

6. Trademarks and Publicity.

6.1. Our Marks. WorkWave® and the other trademarks, trade names, service marks, and logos associated with the Services or parts thereof (collectively, "Our Marks") are owned by us. Names, logos, and marks related to third-party products incorporated in or made available through the Services are owned by their respective owners. You have a non-exclusive, non-assignable, royalty free, worldwide limited right to use Our Marks and any such third-party marks solely to the extent such marks are incorporated into the Service, and solely as part of your use of the Service, and, in the case of third-party marks, further subject to the terms of any third-party license you may enter into in connection with your use of such third-party products. Any and all goodwill associated with your right to use Our Marks hereunder automatically vests in us.

6.2. Your Marks; Publicity. During the Subscription Term, you agree that we may refer to you as our customer and you hereby grant us the right to use your name, trademarks, trade names, trade symbols, and logos (collectively, "Your Marks") in connection with the marketing and promotion of the Services, or part thereof, on our website or otherwise. We will use Your Marks consistent with any published guidelines with respect to such use that you provide to us. Any and all goodwill associated with our right to use Your Marks hereunder automatically vests in you.

7. Fees and Invoicing.

7.1. Fees; Expenses. You agree to pay all fees specified in your Order Form(s). Except as otherwise specified herein or in an applicable Order Form, (a) fees are based on Services purchased and not actual use, (b) payment obligations are non-cancelable and fees paid are non-refundable regardless of whether you have prepaid for any portion of the Service, and (c) quantities purchased cannot be decreased during the relevant Subscription Term. Where specified in an Order Form, you agree to reimburse us for all reasonable travel and living expenses incurred in the provision of any Professional Services to you.

7.2. Invoicing and Payment.

7.2.1. You will provide us with valid and updated credit card information (or other payment arrangements acceptable to us). If you provide credit card information to us, you authorize us to charge such credit card for all Services listed in the Order Form for the applicable Subscription Term. Unless otherwise stated in the Order Form, such charges shall be made in advance in accordance with the billing frequency stated in the Order Form. If we have accepted payment by a method other than a credit card, we will invoice you in advance or otherwise in accordance with the relevant Order Form. If we have accepted payment by a method other than credit card or other automatic payment method, we reserve the right to invoice you, and you agree to pay, a handling fee of $25.00 per transaction. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information. All fees or other amounts payable to us shall be paid in United States dollars, unless otherwise agreed to in writing or set forth in an applicable Order Form.

7.2.2. Unless otherwise stated in the Order Form, invoiced charges are due upon receipt. Unless otherwise stated in the Order Form, upfront billing consists of any one-time initial fees and/or the initial month of recurring billing for Services. Any one-time initial fees and/or the initial month of recurring billing will be invoiced and charged upon execution of an applicable Order Form. If the Order Form affects pricing related to any orders under any agreements or orders between the parties entered into prior to the date of such Order Form, such adjustment will be taken into account upon execution of such Order Form.

7.2.3. If you purchase two or more Services that comprise a bundle and that bundle is priced as a bundle and not as individual Services, should you decide not to use any one or more of such Services in the bundle, or if you fail to provide content or anything else necessary to permit one or more Services in the bundle to be activated or performed as described, we may either charge for the payment of the full bundle price or charge for the individual Services on a non-discounted individual basis.

7.3. Overdue Payments.

7.3.1. If any invoiced amount is not received within thirty (30) days following the due date, then, without limiting our rights or remedies, we may (a) charge interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and (b) accelerate your unpaid fee obligations under the remainder of the Subscription Term for the applicable Service so that all such obligations become immediately due and payable, and (c) condition future subscription renewals, increases in service levels or quantities, or Order Forms on receipt of all outstanding amounts as well as any reasonable reactivation fees. You agree that we may collect any amounts due pursuant to this paragraph by charging your credit card or by separate invoice without further authorization required from you.

7.3.2. You agree to bear any and all costs of collection incurred by us as a result of your late payment or nonpayment, including, without limitation, all reasonable attorneys' fees and expenses, insufficient funds charges, and any collection agency fees which we may incur, unless prohibited by law. In addition, if you dispute a credit card charge with your bank or credit card company and we receive a "chargeback" or other penalty fee, you agree to reimburse us for such chargeback or fee except to the extent such chargeback or penalty fee resulted from our material, uncured breach of this Agreement. You agree that we may collect any such costs of collection, chargeback, or other penalty fees by charging your credit card during the next payment cycle or by separate invoice without further authorization required from you. You will not be required to reimburse such chargeback or penalty fee if we have materially breached the terms of the Order Form to which the disputed payment relates or the terms of this Agreement, or if we have made an error in invoicing with respect to such disputed payment; provided, however, if you assert that we have materially breached such Order Form or this Agreement, you must have provided us with written notice of such alleged breach at least ten days prior to the applicable charge date, stating the basis for such breach in reasonable detail to provide us the opportunity to cure such breach prior to such charge date.

7.4. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with your purchases hereunder. If we have the legal obligation to pay or collect Taxes for which you are responsible under this Section 7.4, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

8. Term and Termination.

8.1. Term of Agreement and Order Forms; Coterminous Order Forms.

8.1.1 This Agreement commences on the earlier of (a) the effective date listed in your first Order Form or (b) the date you first use our Services and continues until all Order Forms under this Agreement have expired or terminated or until this Agreement is terminated in accordance with its terms.

8.1.2 Unless otherwise specified on the applicable Order Form, the Subscription Term for the Services specified in each Order Form shall commence on the earlier of (a) the effective date specified in the Order Form and will continue for a period described therein; or (b) your first use of the Services. Thereafter, the Order Form shall renew in accordance with Section 8.2.

8.1.3 Notwithstanding Section 8.1.2, if subsequent Order Forms of new or additional Services incorporating this Agreement are executed by the parties, the end date of the initial Subscription Term for such Order Form(s) shall be automatically aligned with the end date of the Subscription Term for your first Order Form, and then notwithstanding any initial Subscription Term set forth in the Order Form the Subscription Term for such Order Form(s) shall renew in accordance with Section 8.2. For example, if the end date of the current Subscription Term of your first Order Form is December 31, 2025 and a subsequent Order Form lists a twelve (12) month Subscription Term that commences on June 1, 2025, then the initial Subscription Term for the new or additional products or services would end on December 31, 2025 notwithstanding the twelve (12) month Subscription Term set forth in the subsequent Order Form; thereafter, commencing on January 1, 2026, the Subscription Term for both the first Order Form and the subsequent Order Form would renew for a twelve (12) month Subscription Term in accordance with Section 8.2**.**

8.2. Subscription Term Renewals. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring Subscription Term or twelve (12) months (whichever is shorter), unless either party gives the other written notice of non-renewal at least forty-five (45) days before the end of the relevant Subscription Term. Subject to any limitation agreed to in an Order Form, pricing during any renewal Subscription Term is subject to increase, at our discretion, but in an amount not to

exceed a five percent (5%) increase above the applicable pricing in the prior term, unless we notify you of different pricing at least sixty (60) days in advance of the end of the then-current Subscription Term. With respect to month-to-month terms, such increase will go into effect only on an annual basis. Except as expressly provided in the applicable Order Form, renewal of promotional or similar one-time priced subscriptions for Services will be at our applicable list price in effect at the time of the applicable renewal.

8.3. Suspension; Termination. We may immediately suspend or terminate the use of a Service and/or terminate this Agreement and/or any affected Order Form(s) upon written notice if: (a) you become the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (b) you breach any of your obligations under this Agreement or an Order Form related to such Service and fail to cure such breach (if curable) within thirty (30) days following our written notice of such breach to you; (c) you breach any of your obligations under Section 2.5 of this Agreement; (d) you engage in any abusive, inappropriate or harassing conduct or behavior toward any of WorkWave's personnel; or (e) you fail to pay any amounts due to us with respect to a Service within thirty (30) days of the due date. Any termination made under this Section 8.3 will also automatically terminate any and all other agreements and Order Forms in place between the you and us (or any of our Affiliates), and any termination due to material breach in any one or more of those agreements or Order Forms will also automatically terminate this Agreement. Upon any termination or expiration of this Agreement, you shall immediately pay all amounts due and payable to us through the effective date of termination or expiration. You may terminate this Agreement upon written notice to us if we breach any of our obligations under this Agreement or an Order Form related to such Service and fail to cure such breach (if curable) within thirty (30) days following your written notice of such breach to us.

8.4 Early Termination Fee. As specified in the applicable Order Form, the Services are provided for a specified Subscription Term on a noncancelable basis for the duration of the Subscription Term. You understand and acknowledge that in the event (a) we terminate the use of any Service or this Agreement pursuant to Section 8.3 above or (b) you terminate any Order Form or stop using or decrease the Services during the relevant Subscription Term, early termination fees shall apply. Early termination fees are in addition to any other fees or amounts owed by you for any other Services. Early termination fees shall be computed based on the monthly fees due multiplied by the number of months remaining in the then current Subscription Term. If any devices were provided to you at a promotional price for the Subscription Term, the value of those devices may be added to the early termination fees as well. Such early termination fees will be invoiced to you in one lump sum and will be due within thirty (30) days from the date of invoice. Early termination fees shall be deemed to be liquidated damages and not a penalty.

8.5. Your Content Portability and Deletion. Upon request by you made within thirty (30) days after the effective date of termination or expiration of any Service or this Agreement, and provided all fees due and payable have been paid, we will provide you with a backup of Your Content, at the then-current fee, in such medium or format as we determine. You agree that after such thirty (30(day period we have no obligation to maintain or provide any of Your Content. We will retain Your Content only for as long as needed to provide the Services and satisfy other reasonable business purposes, such as complying with legal obligations, resolving disputes, or enforcing our agreements.

8.6. Survival. Provisions which by their terms are to survive expiration or termination of this Agreement, as well as the following sections, will survive the expiration or termination of this Agreement: Section 1 (Definitions), Section 3 (Your Content), Section 5 (Reservation of Rights), Section 6 (Trademarks and Publicity), Section 7 (Fees and Invoicing), Section 8 (Term and Termination), Section 9 (Confidentiality), Section 10.2 (Disclaimer of Warranties), Section 10.3 (Exclusive Remedy), Section 10.5 (Limitation of Liability), and Section 11 (General Contract Provisions).

9. Confidentiality.

9.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes the Services, Work Product and WorkWave IP; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party verifiably without the use of the Disclosing Party's Confidential Information.

9.2. Use of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, we may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or third party to the extent necessary to perform our obligations to you under this Agreement, under terms of confidentiality materially as protective as set forth herein.

9.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9.4 Equitable Relief. The Receiving Party acknowledges and agrees that breach of the confidentiality obligations herein may result in irreparable harm to the Disclosing Party; therefore, upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief, without the requirement of posting a bond, in addition to whatever remedies it might have at law.

10. Warranty; Indemnification; Limitations of Liability.

10.1. Warranty. We warrant that Services relating to use of our Software Products will perform in all material respects as described in our published documentation and service descriptions. If Services relating to use of our Software Products were not performed as warranted, you must promptly provide written notice to us that describes the deficiency in the Services.

10.2. Disclaimer of Warranties. WE DO NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT WE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY US, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT WE DO NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR ISSUES IN ANY VERSION OR RELEASE OF A SOFTWARE PRODUCT THAT YOU ARE CONTINUING TO USE WHICH HAS BEEN SUPERSEDED BY A MORE RECENT VERSION OR RELEASE THAT HAS BEEN MADE AVAILABLE BY US, OR THAT RESULT FROM YOUR FAILURE TO TAKE ANY CORRECTIVE ACTION AS REASONABLY DIRECTED BY US, OR FROM ANY MODIFICATIONS MADE TO OUR SOFTWARE PRODUCTS BY YOU, ANY THIRD PARTY, OR BY US TO YOUR SPECIFICATIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES (INCLUDING MARKETING AND CONSULTING SERVICES), HARDWARE AND EQUIPMENT AS WELL AS ANY BENCHMARK DATA OR BENCHMARK REPORTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT ANY GUARANTEE OF CONTINUOUS OR UNINTERRUPTED AVAILABILITY AND WE SHALL HAVE NO LIABILITY WITH REGARD TO THEIR ACCURACY, CURRENTNESS, OR COMPLETENESS. WE ARE NOT RESPONSIBLE FOR ANY ERRORS OR ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS, THIRD-PARTY SERVICES, OR THIRD-PARTY CONTENT. WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT OR THIRD-PARTY SERVICES, AND WE DISCLAIM ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT AND THIRD-PARTY SERVICES. IN ADDITION, YOU ASSUME ALL RISKS RELATING TO YOUR PURCHASE AND SALES TRANSACTIONS WHEN USING THE SERVICES AND HARDWARE. YOU ACKNOWLEDGE THAT WE OFFER THE SUBSCRIPTION SERVICES ON A SOFTWARE AS A SERVICE BASIS, AND ACCORDINGLY WE MAY MAKE CHANGES OR UPDATES TO THE SERVICES OVER THE COURSE OF AN APPLICABLE SUBSCRIPTION TERM AS A RESULT OF WHICH SPECIFIC FEATURES, FUNCTIONS, OR COMPONENTS MAY BE ADDED, ENHANCED, IMPROVED, SUBSTITUTED, DISCONTINUED, OR OTHERWISE MODIFIED. YOU AGREE THAT YOUR SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES, OR DEPENDENT ON ANY VERBAL OR WRITTEN PUBLIC COMMENTS MADE BY US REGARDING FUTURE FUNCTIONALITY OR FEATURES.

10.3. Exclusive Remedy. FOR ANY BREACH OF WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY. IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU OR WE MAY TERMINATE THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10.4. Indemnification.

10.4.1. You shall indemnify, defend and hold us and our officers, directors, employees and agents harmless from and against any and all third-party claims of loss, damages, liability, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Your Content; (b) your gross negligence or willful misconduct; (c) any breach by you of any representation, warranty, covenant or other obligation contained in this Agreement or any Supplemental Terms; (d) your violation of applicable law; or (e) a claim relating to any service offered by you to third parties.

10.4.2 We shall indemnify, defend and hold you harmless from any claim, suit or proceeding brought against you to the extent it is based on a third-party claim that the Services supplied by us infringe a copyright or a patent issued in the country of your use of Services as of the effective date of this Agreement, provided that we will have no indemnity obligation or other liability hereunder to the extent arising from: (a) your negligence, breach of this Agreement or alteration of the Services as provided by us; (b) Your Content or information, data, or material not furnished by us; or (c) any third-party products, content or services. If such a claim is or is likely to be made, we may, at our own expense and sole discretion, exercise one or the following remedies: (i) obtain for you the right to continue to use the Services consistent with this Agreement; (ii) modify the Services so they are non-infringing and in compliance with this Agreement; or (iii) terminate the applicable Services without liability for such termination other than the ongoing indemnity obligation hereunder. The foregoing states our entire obligation, and your exclusive remedy, with respect to any claim, suit or proceeding related to infringement of proprietary rights.

10.4.3 The party claiming indemnification shall: (a) notify the indemnifying party of any claim in respect of which the indemnity may apply; (b) relinquish control of the defense of the claim to the indemnifying party; and (c) provide the indemnifying party with all assistance reasonably requested in defense of the claim. The indemnifying party shall be entitled to settle any claim without the written consent of the indemnified party so long as such settlement only involves the payment of money by the indemnifying party and in no way affects any rights of the indemnified party.

10.5. Limitation of Liability. IN NO EVENT SHALL WE, OUR AGENTS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA OR INFORMATION, COSTS RELATED TO DELAYS, INTERRUPTIONS, NON-DELIVERY, OR DEFECTS IN THE TRANSMISSION OF DATA, COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES, COST OF COVER, OR ANY USE OR INABILITY TO USE THE HARDWARE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY ARISING OUT OF THE USE, OPERATION, OR ACCESS TO THE SOFTWARE PRODUCTS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OR PRIOR OCCURRENCE OF SUCH DAMAGES OR IF SUCH DAMAGES WERE OTHERWISE REASONABLY FORESEEABLE. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. OUR MAXIMUM CUMULATIVE LIABILITY FOR DIRECT, ACTUAL AND PROVABLE DAMAGES RELATING TO OR ARISING OUT OF YOUR USE OF ANY SERVICE (REGARDLESS OF THE FORM OF ACTION) SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THE APPLICABLE ORDER FORM FOR SUCH SERVICE DURING THE PRIOR TWELVE (12) MONTHS PRECEDING THE CLAIM. THIS SECTION 10.5 SHALL NOT APPLY TO YOUR BREACH OF SECTION 2.5 (YOUR RESPONSIBILITIES) OR A PARTY'S OBLIGATIONS UNDER SECTION 10.4 (INDEMNIFICATION).

11. General Contract Provisions.

11.1. Export Compliance. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export"

regulations). You agree that no data, information, software programs and/or materials constituting or resulting from Services (or direct product thereof) will be exported or made available to, directly or indirectly, any U.S. government-denied party or U.S. government embargoed country or otherwise in violation of these laws. You also represent and warrant to us that you are not owned or controlled by, and will not provide access to our Services to, any person or entity on the OFAC Specially Designated Nationals List.

11.2. Anti-Corruption. You represent and warrant that you have never been subject to any disciplinary action relating to fraud or corruption by any governmental authority, and that you have never been the subject of litigation alleging any violation of the Foreign Corrupt Practices Act of 1977 (the "FCPA"). You will not, in violation of the FCPA or similar U.S. or foreign anti-corruption laws, offer or give any gratuity to induce any person or entity to enter into or perform under this Agreement. You will not, in the conduct of your performance under this Agreement, and with regard to any funds, assets or records relating thereto, offer, pay, give or promise to pay or give, directly or indirectly, any payment or gift of any money or thing of value to (a) any non-U.S. governmental official to influence any acts or decisions of such official or to induce such official to use his or her influence with the local government to effect or influence the decision of such governmental official in order to assist a party in its performance of its obligations under this Agreement or to otherwise benefit a party under this Agreement; (b) any political party or candidate for public office for such purpose; or (c) any person, if you know or have reason to know that such money or thing of value shall be offered, promised, paid or given, directly or indirectly, to any official, political party or candidate for such purpose. You agree that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement or any Order Form. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you will use reasonable efforts to promptly notify us at generalcounsel@workwave.com.

11.3. Entire Agreement and Order of Precedence. This Agreement and all related Order Forms represent the entire agreement between you and us regarding your use of the Services, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter thereof. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (a) the applicable Order Form (including any supplemental amendments, addendums, schedules, exhibits, or appendices attached thereto or executed in connection therewith); (b) any product-specific additional terms and conditions (with any more product-specific additional terms and conditions superseding any more general additional terms and conditions); (c) this Agreement; and (d) any published documentation or service descriptions.

11.4. Severability and Waivers. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect. No failure or delay by either party in exercising any right under any provision of this Agreement or any Order Form will constitute a waiver of that right.

11.5 Amendments. You acknowledge that the software-as-a-service and internet-related industries are continually evolving and changing, and you agree that we have the right to establish terms for the continued use of any of our Services. Accordingly, we reserve the right to modify the terms of this Agreement (including any Supplemental Terms) from time to time with or without notice to you. Your continued use of the Services constitutes agreement to any such modification. You may not modify or amend this Agreement without our prior written consent.

11.6. Assignment and No Third-Party Beneficiaries; Subcontractors. You may not assign this Agreement, by operation of law or otherwise, without our prior express written consent. This Agreement inures to the benefit of and is binding upon the parties, and their permitted successors, assigns, and legal representatives. No other person has any right, interest, or claim in, or is entitled to any benefits under, this Agreement as a third-party beneficiary or otherwise. We may subcontract any of its obligations under this Agreement to any third party;

provided, however, that we will be responsible for the performance of any such subcontractor and their compliance with our obligations as required under this Agreement.

11.7. Relationship of the Parties. The parties are independent contractors, and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.8 Governing Law and Venue. The Agreement shall be construed and interpreted in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The parties agree that the sole venue and jurisdiction for disputes arising from the Agreement shall be the appropriate state or federal court located in Wilmington, Delaware, and each party agrees not to object to venue based on forum non conveniens or any other basis. As an exception to the foregoing, if your primary place of business is within the European Economic Area and its member states, Switzerland or the United Kingdom, then this Agreement is and shall be governed by, construed and enforced solely in accordance with the laws of England and Wales and the parties agree that in any dispute exclusive jurisdiction and venue must be in the courts of England and Wales. Each party waives any right they may have to participate in any class, group, or representative proceeding, and waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. The parties acknowledge and agree that neither the Uniform Computer Information Transactions Act nor the United Nations Convention for the International Sale of Goods shall apply to this Agreement.

11.9. Force Majeure. Neither of us shall be responsible for failure or delay of performance if caused by an act of war, act of terrorism, sabotage, act of God, electrical, internet, or telecommunication outage, government restrictions (including the denial or cancellation of any export, import or other license), or other event outside the reasonable control of the obligated party, provided that such failure or delay shall be excused only for so long as the affected party is using reasonable efforts to cure, correct, and/or mitigate the effect of a force majeure event.

11.10 Notice. Except as otherwise specifically authorized herein, all notices required to be sent hereunder shall be in writing and may be delivered by email, overnight courier, or certified mail, and shall be deemed to have been given (a) on the date sent by email, (b) on the date it was delivered by courier, or (c) five (5) business days following posting in the case of delivery by certified mail return receipt requested. Notices to you shall be sent to the attention of those persons you have designated in an applicable Order Form, through the Service, or otherwise. Notices to us shall be sent to the attention of the General Counsel at our address as listed from time to time on our website or to generalcounsel@workwave.com. For notices that are directed to you as part of our general customer base, we may give notice by means of a general notice on the Service or by email to your e-mail address on record in our account information.

[Rev Date: 1/1/2024]