

MASTER SUBSCRIPTION SERVICES AGREEMENT

SQUINT INC. ("SQUINT" OR "WE") IS WILLING TO PROVIDE CERTAIN SOFTWARE AND SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (REFERENCED BELOW AS "YOU" OR "YOUR" OR "CUSTOMER") THAT ENTERS INTO A WRITTEN OR ONLINE ORDER FORM OR SIMILAR DOCUMENT WITH SQUINT THAT REFERENCES THESE TERMS AND CONDITIONS ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS ("AGREEMENT"). READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING ANY SOFTWARE OR SERVICES FROM SQUINT. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND SQUINT. BY ENTERING INTO A WRITTEN OR ONLINE ORDER FORM OR SIMILAR DOCUMENT WITH SQUINT THAT REFERENCES THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

FOR THE SAKE OF CLARITY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY OR OTHER ENTITY (A "CORPORATE ENTITY"), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORPORATE ENTITY TO THE TERMS OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT THE TERM "YOU" OR "CUSTOMER" REFERENCED BELOW REFERS TO SUCH CORPORATE ENTITY

1. DEFINITIONS

1.1 **"Admin Users"** means any employee of the Customer or its Affiliates and/or any independent contractor of the Customer or its Affiliates who has all the rights of a Non-Admin User but who also has been provided with permission by the Customer to access the Subscription Service in order to manage, modify and upload Customer Content and to manage User credentials.

1.2 **"Affiliates"** means any company, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of at least fifty percent (50%) of the outstanding voting shares of an entity.

1.3 **"Confidential Information"** has the meaning given to it in Section 4.1.

1.4 **"Content"** means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

1.5 **"Customer Content"** means all Content made available by the Customer or its Users to Squint or otherwise provided by the Customer or its Users in connection with the provision of the Services or otherwise uploaded by or on behalf of Customer or its Users into the Subscription Service.

1.6 **"Documentation"** means the documentation for the Subscription Service provided by Squint to assist in the use of the Subscription Service by the Customer.

1.7 **"Effective Date"** means the date that the first Order Form is entered into between the Parties referencing this Agreement.

1.8 **"Losses"** has the meaning given to it in Section 10.1.

1.9 **"Machine"** means a machine operated by or on behalf of Customer in connection with Customer's manufacturing or other similar activities.

1.10 **"Non-Admin Users"** means any employee of the Customer or its Affiliates and/or independent contractor of the Customer or its Affiliates that have been provided with permission by the Customer to use the Services and who access the Services through the Squint App.

1.11 **"Order Form"** means each Squint ordering document electronically entered into or signed by duly authorized representatives

of both Parties which references this Agreement, identifies the specific Services provided to the Customer by Squint, sets out the prices for the Services and contains any other applicable terms and conditions.

1.12 **"Professional Services"** means consulting and/or custom services to be provided by Squint. All Professional Services will be set out and described in an Order Form.

1.13 **"Services"** means the Subscription Service and any Professional Services provided by Squint.

1.14 **"Squint App"** means a mobile application downloaded by Users from a mobile app store and used to upload and download Content for use with Machines.

1.15 **"Squint Content"** means all Content made available by Squint to the Customer in connection with the Customer's use of the Services. Squint Content does not, however, include Customer Content.

1.16 **"Squint Platform"** means a cloud-based platform that is accessed by Users from a password-protected website for providing administrative and backend support to the Squint App.

1.17 **"Subscription Service"** means Squint's proprietary subscription-based software solutions made available via the Squint App and software-as-a-service solution made available via the Squint Platform as more fully set out and described on the applicable Order Form.

1.18 **"Suggestions"** means suggestions, information, material, or other content that Customer submits to Squint in any form whatsoever, including any suggested improvements to the Subscription Service.

1.19 **"Users"** means Admin Users and Non-Admin Users.

1.20 **"Work Product"** means any deliverables, content, reports, analyses or documentation developed by Squint on behalf of the Customer and delivered to the Customer in the performance of any Professional Services.

2. SERVICES

2.1 **Services.** Squint shall provide the Customer with the specific Services specified on an Order Form. Any conflict between the terms and conditions set forth in this Agreement and any Order Form shall be resolved in favor of this Agreement unless an Order Form makes specific reference to the section of this Agreement that is to be amended in the Order Form. Any exceptions expressly agreed upon in writing

by the Parties pursuant to a particular Order Form will apply only for purposes of that Order Form, and will not be deemed to in any way amend, modify, cancel, or waive the provisions of this Agreement for any other Order Form. Customer agrees that purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Squint regarding future functionality or features. Premium features may be subject to additional fees, as further specified in an Order Form.

2.2 License Grant. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, Squint hereby grants to the Customer, solely during the term of the applicable Order Form and for Customer's internal business purposes, a worldwide, limited, non-exclusive, non-transferable (except as set out in Section 11.2) non-sublicensable license to (1) download and use the Squint App for on any mobile device that Customer or its Users own or control, subject to the terms of a separate end user license agreement between Squint and User for each Squint App as well as any developer distribution agreements necessary to place the Squint App in an online store; and (2) enable Users to download and use the Participant App on any mobile device that Users or Customer own or control.

2.3 Access and Use Rights. Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable Order Form, Customer may, solely during the term of the applicable Order Form, access and use the Subscription Service solely for the Customer's internal business purposes. This access and use right is restricted to use by the Customer and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party unless otherwise stated on the Order Form in relation to Affiliates. The Customer agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.

2.4 Licensed Volume. The Customer acknowledges that access and use of the Subscription Service is limited for use up to the number of applicable Users or other metric purchased by the Customer and set out on the applicable Order Form (the "**Volume Limitations**"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Customer shall be obligated to pay Squint for the number of applicable Users in excess of such Volume Limitations at the rates set forth in the Order Form. The Customer may also add subscriptions for additional Users by executing a new Order Form or an amendment to an existing Order Form at any time.

2.5 Affiliates Not Under Direct Order Form. Subject to the terms of the Order Form, the Customer may make the Subscription Service available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate and that the Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates. To the extent that Customer is unable to satisfy any liabilities caused by any acts or omissions by an Affiliate, Squint may seek to satisfy such liabilities directly from an Affiliate. Any license restrictions set out on an Order Form shall be deemed to apply to both the Customer and its Affiliates. By way of example, if an Order Form limits use of the Subscription Service to twenty (20) Users, then the use by the Customer and its Affiliates, when aggregated together, shall not exceed a total of twenty (20) Users.

2.6 Affiliates Under Direct Order Form. In addition to Section 2.5, Customer's Affiliates may acquire Services subject to the terms and conditions of this Agreement by executing Order Forms hereunder directly with Squint. Each Order Form executed by an Affiliate hereunder shall incorporate the terms of this Agreement by reference and be deemed to be a two party agreement between Squint and such Affiliate. Each Affiliate executing an Order Form shall be solely responsible for its obligations pursuant to such Order Form as well as for the obligations to be performed pursuant to this Agreement and the liabilities arising out of this Agreement as if it was the named party instead of Customer. Customer shall have no obligations or liabilities as to such Order Form signed by its Affiliate and Squint shall look solely to the Affiliate executing such Order Form. An Affiliate who requires a separate Squint instance must order the Services under an independent Order Form.

3. FEES; PAYMENT TERMS

3.1 Fees. Customer agrees to pay Squint for Services provided and expenses incurred in accordance with and at the rates specified in each Order Form. Unless otherwise set forth on the Order Form, payment shall be due within thirty (30) days after receipt of Squint's invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one and one-half percent (1.5%) per month (or part of a month), or the maximum lawful rate permitted by applicable law, whichever is less, for all amounts, not subject to a good faith dispute, and not paid when due. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by Squint in connection with any Services rendered provided that Customer has pre-approved of such travel and expenses in writing in advance.

3.2 Taxes. Fees are exclusive of taxes. The Customer shall be responsible for the payment of all sales, use, value added taxes (VAT) and similar charges arising from or relating to the Services rendered hereunder, except for taxes related to the net income of Squint and any taxes or obligations imposed upon Squint under federal, state and local wage laws.

4. CONFIDENTIALITY

4.1 Confidential Information. During the term of this Agreement, each Party will regard any information provided to it by the other Party and designated in writing as proprietary or confidential to be confidential ("**Confidential Information**"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing Party's business and the industry in which it operates, is of a confidential or proprietary nature. The Customer Content shall be deemed Customer's Confidential Information. The Squint Content, Squint App, Squint Platform and Services shall be deemed Squint's Confidential Information. The receiving Party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity *except* to a director, officer, employee, outside consultant, or advisor (collectively "**Representatives**") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving Party and who are bound by a duty of confidentiality no less protective of the disclosing Party's Confidential Information than this Agreement. The receiving Party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing Party. Each Party accepts responsibility for the actions of its Representatives and shall

protect the other Party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The Parties expressly agree that the terms and pricing of this Agreement are Confidential Information and the Customer further agrees that neither it or any of its Users shall not publicly post any analysis or reviews of the Services without Squint's prior written approval. A receiving Party shall promptly notify the disclosing Party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing Party in enforcing its rights.

4.2 Exclusions. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing Party, without any obligation of confidentiality; (ii) becomes known to the receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing Party; (iii) becomes publicly known or otherwise publicly available, except through a breach of this Agreement by the receiving Party; or (iv) is independently developed by the receiving Party without use of the disclosing Party's Confidential Information. The receiving Party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing Party reasonable prior written notice to permit the disclosing Party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

4.3 Injunctive Relief. Notwithstanding any other provision of this Agreement, both Parties acknowledge that any use of the disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the disclosing Party irreparable and immediate damage for which remedies other than injunctive relief may be inadequate. Therefore, both Parties agree that, in addition to any other remedy to which the disclosing Party may be entitled hereunder, at law or equity, the disclosing Party shall be entitled to an injunction or injunctions (without the posting of any bond and without proof of actual damages) to restrain such use in addition to other appropriate remedies available under applicable law.

4.4 SPII. Notwithstanding anything to the contrary herein, neither Customer nor its Users shall upload into the Subscription Service or provide to Squint any sensitive personally identifiable information ("SPII") including, but not limited to an (i) individual's government-issued identification number (including Social Security number, driver's license number, or state-issued identification number); (ii) confidential financial information, financial account number, credit card number, debit card number, or credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual's financial account; or (iii) biometric, genetic, health, medical, or medical insurance data. To the extent that the Customer or any of its Users uploads any such SPII into the Subscription Service then the Customer (and not Squint) shall be solely responsible for all liability or obligations with respect to such SPII under any and all circumstances including but not limited to any data breach or fines under applicable laws.

5. HOSTING SERVICES

5.1 Hosting Provider. Customer agrees and approves the use of Google Cloud Platform as a hosting subcontractor for the Services.

5.2 Availability. Squint will undertake commercially reasonable efforts to make the Subscription Service achieve System Availability (as defined below) of at least 99.9% during each calendar year of the term of each Order Form for the Subscription Service. "System Availability"

means the number of minutes in a year that the key cloud hosting components of the Subscription Services are operational so that the Squint Platform and Squint App are available for access and use as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) Force Majeure Events (as defined in Section 11.6 below), (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections, (e) routing anomalies, asymmetries, inconsistencies and failures of the Internet outside of Squint or its subcontractors' control; or (f) inability to deliver services or a portion thereof because of acts or omissions of Customer or any User.

5.3 Credits. If Squint fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, Squint will issue a credit in Customer's next invoice in an amount equal to 1% of the yearly fee for the affected Services for each 1% loss of System Availability, up to a maximum of the Customer's fee for the affected Services. If the yearly fee has been paid in advance, then Squint shall provide a credit to Customer to be used for additional Users or term extensions. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of Services and Squint's failure to meet System Availability.

6. WARRANTIES

6.1 Subscription Service Warranty. Squint warrants that during the term of any Order Form for the Subscription Service, the Subscription Service will conform, in all material respects, with the Documentation. Squint does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Squint makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Squint will, at no additional cost to the Customer, provide remedial services necessary to enable the Subscription Service to conform to the warranty. The Customer will provide Squint with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Customer and its Users in accordance with the Order Form and this Agreement.

6.2 Professional Services Warranty. Squint warrants that any Professional Services provided hereunder shall be provided in a competent manner and in accordance with any specifications set out in the Order Form in all material respects. Squint further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set out in the applicable Order Form. If the Services are not performed as warranted or the Work Product does not so comply, then, upon the Customer's written request, Squint shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to the Customer. Such warranties and other obligations shall survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be.

6.3 No Other Warranty. SQUINT DOES NOT REPRESENT THAT THE SERVICES WILL BE ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SUBSCRIPTION SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER

HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 5 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SQUINT. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES ARE ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6.4 **SAFETY DISCLAIMER.** SQUINT SHALL HAVE NO LIABILITY FOR AND CUSTOMER HEREBY WAIVES ANY CLAIMS FOR ANY DAMAGES TO REAL OR TANGIBLE PROPERTY OR FOR ANY PERSONAL INJURY CAUSED BY THE USE OF THE SERVICES (INCLUDING, WITHOUT LIMITATION, IN CONNECTION WITH THE USE OF THE SERVICES WITH ANY MACHINE) UNLESS CAUSED BY THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF SQUINT OR ITS PERSONNEL.

7. LIMITATION OF LIABILITY

7.1 **Limitation.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND/OR DATA) IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, OR THE PERFORMANCE OF ANY OTHER OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF IT IS AWARE OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF SQUINT TO CUSTOMER FOR ANY AND ALL CLAIMS AND DAMAGES UNDER THIS AGREEMENT, WHETHER ARISING BY STATUTE, CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED THE SERVICES FEES PAID BY CUSTOMER TO SQUINT UNDER THE ORDER FORM FOR THE SERVICES WHICH FORM THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PROVISIONS OF THIS AGREEMENT ALLOCATE RISKS BETWEEN THE PARTIES. THE PRICING SET FORTH IN EACH ORDER FORM REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

8. TERM

8.1 **Term.** This Agreement will commence on the Effective Date and will continue in effect until otherwise terminated in accordance with Section 8.2 or 8.3 below. The term of each Order Form for the Subscription Service shall be set out on the Order Form.

8.2 **Suspension.** Squint reserves the right to suspend Customer's access to the Subscription Service: (i) for scheduled or emergency maintenance, (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Squint (beyond any applicable notice and cure period), (iii) if Customer's use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with Squint's ability to provide access to the Subscription Service to other users, or (iv) if Squint receives an order of

any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires Squint to suspend or terminate Customer and/or any authorized User's access to the Subscription Service.

8.3 **Termination.** Notwithstanding the foregoing, either Party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other Party that is not cured within thirty (30) days of written notice from the other Party, or (ii) immediately if the other Party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. Either Party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other Party for any reason, if at such time there are no outstanding Order Forms then currently in effect. All rights and obligations of the Parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

8.4 **Effect of Termination.** Upon any termination or expiration of this Agreement or any applicable Order Form, Squint shall no longer provide the applicable Services to the Customer and the Customer shall promptly cease and cause its Users to promptly cease using the Services. The Customer shall pay Squint for all fees that had accrued prior to the termination date. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party. Upon termination of this Agreement, each party shall promptly return or destroy all Confidential Information of the other party in its possession.

9. OWNERSHIP; USE OF CONTENT; OBLIGATIONS

9.1 **Subscription Service.** The Customer acknowledges and agrees that as between Squint and the Customer, all right, title and interest in and to the Subscription Service (including the Squint App but excluding any Customer Content) and including all modifications and configurations, all Squint Content and all of Squint's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Customer by Squint in providing the Subscription Service and all derivatives thereof are and shall remain Squint's or its licensors'. The Squint name, all Squint logos, and the product names associated with the Subscription Service are trademarks of Squint or third parties, and no right or license is granted to use them. The Customer and its Users shall not remove any Squint trademark or logo from the Subscription Service. During the term of this Agreement, Squint grants to the Customer a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 11.2), royalty-free right to use, display, transmit, and distribute the Squint Content solely in connection with the Customer's permitted use of the Subscription Service. Squint shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Subscription Service (or derived from the Customer's use of the Subscription Service) provided, however, that Squint shall not disclose any such data unless such data is in an aggregated, anonymized form that would not permit a third party to identify the data as associated with the Customer or any of its Users.

9.2 **Customer Content.** The Customer retains ownership of all right, title and interest in and to all Customer Content. During the term

of this Agreement, the Customer hereby grants to Squint a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 11.2), royalty-free right to use, copy, display, transmit, and distribute the Customer Content solely as necessary to provide the Subscription Service to the Customer.

9.3 *Suggestions.* If Customer or a User provides any Suggestions to Squint, Squint may use the Suggestions for the purposes of modifying or customizing the Squint App, the Squint Platform or the Services. Customer understands that Suggestions provided to Squint may be used for implementing features or functionalities of the Squint App, the Squint Platform or Services that may be used by Customer or a third party; provided, however, notwithstanding the foregoing, the Parties acknowledge and agree that Squint shall be solely responsible, at Squint's sole discretion, for properly securing any additional intellectual property rights relating to Squint's implementation of any Suggestions.

9.4 *Customer Obligations.* The Customer is responsible for all activities conducted under its User logins and for its Users' access and use of the Services and compliance with this Agreement, including security of login information and passwords. Unauthorized use, resale or commercial exploitation of the Subscription Service in any way is expressly prohibited. Customer and its Users shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Customer shall not use the Subscription Service on behalf of any third-party or allow any third party to use the Subscription Services. The Customer shall be liable for the use of the Services and any breach of this Agreement by any of its Users. In addition to Squint's other remedies hereunder, Squint reserves the right upon notice to the Customer to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The Customer is solely responsible for all Customer Content. Squint does not guarantee the accuracy, integrity or quality of the Customer Content. Neither the Customer nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Customer Content that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Customer Content that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation.

9.5 *Product.* The parties agree that unless otherwise expressly set forth in an Order Form, Customer will have a limited, non-exclusive, non-transferable (except as set forth in Section 11.2) license during the term of the applicable Order Form to use any Work Product developed by Squint in the performance of any Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with its use of the Subscription Service. Squint retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Squint in the performance of this Agreement.

10. INDEMNITY

10.1 *Squint Indemnification.* Subject to Section 10.3 below, Squint will indemnify, defend and hold the Customer and its Affiliates harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable legal fees) (collectively, "Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Customer or any of its Affiliates alleging that the use of the Services or Work Product as permitted hereunder infringes any United States patent, copyright, trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Services or Work Product in violation of this Agreement or applicable law, (b) use of the Services or Work Product after Squint notifies the Customer to discontinue use because of an infringement claim, (c) any claim relating to any Customer Content, (d) modifications to the Services or Work Product made other than by Squint (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Services or Work Product with materials, software or equipment which was not provided by Squint, to the extent that the Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by Squint with the Customer's custom requirements or specifications if and to the extent such compliance with the Customer's custom requirements or specifications resulted in the infringement. If the Services are held to infringe, Squint will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect the Customer against such claim without cost to the Customer; (b) to replace the Services with non-infringing Services; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to the Customer any prepaid unused fees paid to Squint for the infringing Services. The rights and remedies granted the Customer under this Section 10.1 state Squint's entire liability, and the Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statute, common law or otherwise.

10.2 *Customer Indemnity.* Subject to Section 10.3 below, the Customer shall indemnify, defend, and hold Squint and its Affiliates harmless from and against any and all Losses resulting from a claim, suit, action, or proceeding brought by any third party against Squint or any of its Affiliates that arises out of or results from a claim (i) arising out of the Customer Content (including use of the Customer Content on any Machine) (ii) arising out of the Customer's breach of Section 9.3 above or violation of any applicable law or regulations or (iii) arising from or attributable to any property damage, bodily injury or death resulting from the use of the Services (including, without limitation, from the use of the Services on or with any Machine) unless caused by the gross negligence or willful misconduct of Squint.

10.3 *Indemnification Procedure.* The indemnified Party shall (i) promptly notify the indemnifying Party in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove the indemnifying Party's obligation except to the extent it is prejudiced thereby, and (ii) allow the indemnifying Party to solely control the defense of any claim, suit or proceeding and all negotiations for settlement; provided that the indemnifying Party shall not settle any claim without the indemnified Party's prior written consent (such consent not to be unreasonably withheld or delayed). The indemnified Party shall also provide the indemnifying Party with reasonable cooperation and assistance in defending such claim (at the indemnifying Party's cost).

11. GENERAL

11.1 Entire Agreement. This Agreement, including all Annexes attached to this Agreement and all Order Forms, contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the Parties relating to this Agreement and is binding upon the Parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable Order Form and that are duly signed by the authorized representatives of both Parties may amend this Agreement or such Order Form provided, however, Squint reserves the right to modify this Agreement by posting a new Agreement online and notifying Customer of such new agreement provided that such new Agreement will only be applicable for any Order Form entered into after the date such new Agreement goes into effect. Any inconsistent or conflicting terms and conditions contained in any purchase order issued by the Customer, including links or references to other agreements or online terms shall be of no force or effect, even if the purchase order is accepted by Squint.

11.2 Assignment. This Agreement shall be binding upon and for the benefit of Squint, the Customer and their permitted successors and assigns. Neither Party may assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other Party, and any attempted assignment or delegation without such consent will be void; provided that either Party may assign this Agreement and all Order Forms, without consent, as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Squint may use independent contractors or subcontractors to assist in the delivery of Services; provided, however, that, except with respect to Google, Squint shall remain liable for the actions or omissions of such independent contractors or subcontractors and for the payment of their fees.

11.3 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflict of law provisions. The federal courts in the Northern District of California and state courts sitting in San Jose, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction. The Parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("UCITA"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the Parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. The application of the United Nations Convention on Contracts for the Sale of International Goods (CISG) shall not apply.

11.4 Headings. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

11.5 Relationship of the Parties. Squint and the Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on its behalf.

11.6 Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

11.7 Notices. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the Party to whom the same is directed; (ii) one (1) business day after deposit with a nationally recognized overnight carrier, with written verification of receipt to the address of the Party set forth on the applicable Order Form or (iii) on the delivery date if delivered by email to the email address set forth on the applicable Order Form provided receipt of such email is confirmed. Either Party may change its address by giving written notice of such change to the other Party.

11.8 Modifications to Subscription Service. Squint may make modifications to the Subscription Service or particular components of the Subscription Service from time to time provided that such modifications do not materially degrade any functionality or features of the Subscription Service.

11.9 Publicity. The Customer hereby grants Squint a non-exclusive license solely during the term of this Agreement to list the Customer's name and display the Customer's logo in the customer section of Squint's website and to use the Customer's name and logo in Squint's customer lists but only to the extent that other customers of Squint are also listed on such list. Any other use by Squint of the Customer's name, logo or trademark requires the Customer's prior written consent.

11.10 No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a Party to any such person.

11.11 Waiver and Severability. Performance of any obligation required by a Party hereunder may be waived only by a written waiver signed by an authorized representative of the other Party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either Party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.

