

SLOAN TERMS

Fiveonefour Labs, Inc. (“**Fiveonefour**”) and the customer identified on Fiveonefour’s Order Form (“**Customer**”) have entered into an Order Form for the provision of Fiveonefour Technology, including the Sloan Offering, to Customer (the “**Order Form**”). These terms and conditions (the “**Sloan Terms**”) are a material part of, and are hereby incorporated by reference into, the Order Form.

1. DEFINITIONS. Capitalized terms have the meaning set forth below or as defined within these Sloan Terms or in the Order Form (these Sloan Terms and the Order Form are collectively the “**Agreement**”).

1.1 “API(s)” means the application programming interfaces that may be provided by Fiveonefour to facilitate: (a) the sharing of Customer Data to and from the Sloan Offering; (b) the integration of Third-Party Services (as defined in Section 2.7); and (c) the generation of Output through the Sloan Offering.

1.2 “Sloan Offering” means Fiveonefour’s proprietary Sloan AI product, as further set forth in an Order Form.

1.3 “Authorized User” means the employees, agents and independent contractors engaged by the Customer who are authorized to access the Sloan Offering pursuant to Customer’s rights under this Agreement.

1.4 “Customer Data” means content, data, and information provided or submitted as inputs by, or on behalf of, Customer or its Authorized Users to, or imported from Third-Party Services at the direction of Customer into, the Sloan Offering for Customer’s use. The Customer Data does not include the Performance Data.

1.5 “Documentation” means all specifications, user manuals, and other technical materials describing the Fiveonefour Technology, and as may be modified by Fiveonefour from time to time.

1.6 “Fees” means the fees for the Fiveonefour Technology as set forth on an Order Form.

1.7 “Fiveonefour Technology” means the Sloan Offering, the Professional Services, Moose Software, the APIs, Performance Data, the Documentation and any applicable software, models, algorithms, data, or technical information contained within the foregoing, and improvements or enhancements made to the foregoing, including through the performance of the Professional Services.

1.8 “Intellectual Property Rights” means all past, present, and future intellectual property and proprietary rights, including of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.9 “Moose Software” has the meaning given in the Order Form.

1.10 “Output” means any outputs, including without limitation data, code, and results, generated via the Sloan Offering in response to Customer’s inputs, including without limitation the Customer Data.

1.11 “Performance Data” means aggregated, anonymized, and deidentified data from the Customer Data, and general performance and usage data generated or collected through or in connection with Customer’s use of the Sloan Offering.

1.12 “Professional Services” has the meaning given in the Order Form.

1.13 “Personal Data” means “personal data,” “personal information,” “personally identifiable information,” or similar term defined in Applicable Data Protection Laws.

1.14 “Third-Party LLMs” means third-party large language models (including, without limitation, ChatGPT and Claude) that are integrated into the Sloan Offering.

2. ACCESS TO THE SLOAN OFFERING; RESTRICTIONS.

2.1 Access. Subject to the terms and conditions of this Agreement, Fiveonefour hereby grants to Customer, and the Authorized Users on Customer’s behalf, a limited, non-exclusive, non-transferable (except as permitted under Section 10.3), non-sublicensable right during the Term to: (a) download, install, and execute the Sloan Offering (subject to Section 2.4); and (b) use and make reasonable copies of the Documentation, in each case solely for Customer’s internal business purposes. Customer acknowledges and agrees that Fiveonefour may update the Sloan Offering from time to time.

2.2 Restrictions. Subject to Section 2.4, Customer shall not, nor will Customer permit any Authorized User or other party to: (a) allow any third party to access the Fiveonefour Technology except as expressly allowed herein; (b) modify, adapt, alter or translate the Fiveonefour Technology; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Fiveonefour Technology for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Sloan Offering, except as permitted by law; (e) interfere in any manner with the operation of the Sloan Offering or the hardware and network used to operate the same, or attempt to probe, scan or test vulnerability of the Sloan Offering without prior authorization of Fiveonefour; (f) modify, copy or make derivative works based on any part of the Fiveonefour Technology; (g) access or use the Fiveonefour Technology to test, train or build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking; (h) attempt to access the Sloan Offering through any unapproved interface; (i) use the API(s) in a manner that, in Fiveonefour’s discretion, exceeds specified call/query volumes, constitutes abusive or excessive use, or otherwise fails to comply with or is inconsistent with this Agreement; (j) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Fiveonefour or its licensors on the Fiveonefour Technology or any copies thereof; or (k) otherwise use the Fiveonefour Technology in any manner that exceeds the scope of use permitted under Section 2.1 or Section 2.2 or in a manner inconsistent with applicable law, the Documentation, the Order Form or this Agreement. Fiveonefour reserves the right to suspend Customer’s or any Authorized User’s access to the Sloan Offering for any failure, or suspected failure, to comply with the foregoing conditions.

2.3 Responsible Use of the Sloan Offering. Customer shall not upload any Customer Data to the Sloan Offering, or knowingly cause the Sloan Offering to generate Output, that: (a) infringes or misappropriates any third party’s Intellectual Property Rights or other proprietary rights; or (b) contains any viruses, worms or other malicious computer programming codes that may damage Fiveonefour Technology; or (c) contains any sensitive personally identifiable information, unless otherwise set forth in an Order Form or otherwise agreed in a writing between the Parties.

2.4 Open Source Software. Certain items of software code may be included in the Sloan Offering, such as the Moose Software, that are subject to open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software, including without limitation the open source license to the Moose Software (the “**Moose OSS License**”). In the event of any conflict between the terms of the Moose OSS License and this Agreement with respect to the Moose Software, the Moose OSS License will govern solely with respect to such conflict. All modifications that Customer makes to the Moose Software (“**Customer Moose Modifications**”) shall be governed by the Moose OSS License and are not subject to the terms of this Agreement, except as set forth herein. For the avoidance of doubt, all Customer Moose Modifications

that are made by Customer without Fiveonefour's input are made at Customer's own risk, and Fiveonefour shall have no responsibility for any such modifications (including how they impact the functionality of the Moose Software). .

2.5 Usernames and Passwords. Promptly following the Order Form Effective Date, Fiveonefour will provide to Customer the access codes, passwords, authentication keys or any other relevant procedures, to the extent needed to enable Customer and its Authorized Users access to the Sloan Offering. Customer acknowledges and agrees that: (a) Customer is responsible for maintaining the confidentiality of all Authorized Users' unique usernames and passwords and is solely responsible for all activities that occur under these Authorized User accounts; and (b) Customer will notify Fiveonefour promptly of any actual or suspected unauthorized use of any account, username, or password, or any other breach or suspected breach of this Agreement. Fiveonefour reserves the right to suspend, disable or terminate any Authorized User's access to the Sloan Offering that Fiveonefour reasonably determines may have been used by an unauthorized third party.

2.6 Professional Services. The Parties may agree for Fiveonefour to provide certain Professional Services, such as custom code development, migration, implementation or other professional services, the details of which will be set out in an Order Form. The Order Form may include: (a) a description of the applicable Professional Services; (b) the schedule or performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services.

2.7 Third-Party Integrations. The Sloan Offering integrates with or uses certain third-party websites and applications ("**Third-Party Services**"), which may receive Customer Data in connection with the provision of Services hereunder to Customer. In addition, Customer may also elect to integrate certain Third-Party Services of its choice that are not already integrated within the Sloan Offering, to the extent such service is supported by the Sloan Offering ("**Customer Facilitated Integrations**"). Customer is responsible for enabling the integration of each Customer Facilitated Integration, and Customer's use thereof will be governed by the Customer's agreement with the Customer Facilitated Integration provider. It is Customer's responsibility to manage the relationship with Customer Facilitated Integration provider (including obtaining sufficient rights to enable the integration with Fiveonefour as contemplated herein). Fiveonefour shall not be responsible for any incompatibilities or degradation of performance that arise as a result of the Customer Facilitated Integration. If Fiveonefour determines, in its discretion, that a Customer Facilitated Integration may impose any risks to the Fiveonefour or the Services, or any if integration is or becomes technically or commercially impractical, Fiveonefour may cease its support of such Customer Facilitated Integration. Third-Party Services are not under the control of Fiveonefour and Fiveonefour is not responsible for any Third-Party Services.

2.8 Customer Data. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Data. Customer will obtain all third party licenses, consents and permissions needed for Fiveonefour to use, copy, store and process the Customer Data to provide the Sloan Offering and the Professional Services, including the right to integrate with, and pull Customer Data from, Third-Party Services. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary consents and rights for Fiveonefour to use the Customer Data submitted by or on behalf of Customer or Authorized Users for the purposes set forth in this Agreement, including all consents required in accordance with all U.S. Federal and U.S. State privacy, data protection, data security and telemarketing laws and regulations of any jurisdiction applicable to the processing, using, disclosing and/or storing of Personal Data under this Agreement (collectively, the "**Applicable Data Protection Laws**"). Customer shall immediately notify, and address with, Fiveonefour any complaints or claims by any third party with respect to the sharing of the Customer Data. Customer hereby consents to Fiveonefour sharing the Customer Data with Third-Party LLMs to generate the Output and to provide the Sloan Offering to Customer.

2.9 Data Security. Fiveonefour will undertake commercially reasonable measures designed to protect the protect the privacy and security of Customer Data. Customer is responsible for making its own backups of Customer Data.

3. FEES, PAYMENT, AND TAXES.

3.1 Fees. Customer shall pay the Fees for accessing the Sloan Offering and the Professional Services in accordance with the Order Form.

3.2 Invoicing and Payment. All Fees are quoted in United States Dollars and, except as set forth otherwise in this Agreement, are non-refundable. Unless otherwise stated on the Order Form, Fees are payable thirty (30) days from the date of invoice and will be deemed overdue if they remain unpaid thereafter.

3.3 Third-Party Payment Provider. Fiveonefour uses Stripe, Inc. and its affiliates as its third-party service provider for payment services (e.g., card acceptance, merchant settlement, and related services) (“**Third-Party Payment Provider**”). Customer may be required to provide payment details directly to Fiveonefour’s Third-Party Payment Provider. Customer hereby agrees to be bound by Stripe’s Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/ssa>) and hereby consents and authorizes Fiveonefour and Stripe to share any information and payment instructions provided by Customer to the minimum extent necessary to complete Customer’s transactions.

3.4 Late Payments. Payments by Customer that are past due will be subject to interest at the rate of one and one-half percent (1½%) per month (or, if less, the maximum allowed by applicable law) on that overdue balance. Customer will be responsible for any costs resulting from collection by Fiveonefour of any such overdue balance, including, without limitation, reasonable attorneys’ fees and court costs. Fiveonefour reserves the right (in addition to any other rights or remedies Fiveonefour may have) to suspend Customer and all Authorized Users’ access to the Sloan Offering if any Fees are more than fifteen (15) days overdue until such amounts are paid in full.

3.5 Taxes; Withholding. The Fees do not include taxes, duties or charges of any kind. If Fiveonefour is required to pay or collect any local, value added, goods and services taxes or any other similar taxes or duties arising out of or related to this Agreement (not including taxes based on Fiveonefour’s income), then such taxes and/or duties shall be billed to and paid by Customer. If any applicable law requires Customer to withhold amounts from any payments to Fiveonefour hereunder, then the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, Fiveonefour receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount Fiveonefour would have received and retained in the absence of such required deduction or withholding.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will begin on the Order Form Effective Date and will continue in full force and effect for as long as such Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the “**Term**”).

4.2 Termination for Breach. Either Party may terminate this Agreement immediately upon notice to the other Party if: (a) the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach; or (b) the other Party: (i) becomes insolvent; (ii) files a petition in bankruptcy that is not dismissed within sixty (60) days of commencement; or (iii) makes an assignment for the benefit of its creditors.

4.3 Effect of Termination. Upon the earlier of expiration or termination of this Agreement: (a) except as needed to perform its obligations or exercise its rights herein, each Party shall immediately return or, if requested by a Party, destroy all (including any copies of) Confidential Information of the other Party and, upon request, each Party shall provide written certification that the foregoing obligations have been completed; (b) the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Sloan Offering and the Documentation, and return or destroy all copies of the Documentation in its possession/control; and (c) Sections 1, 2.2, 2.7, 3, 4.3, 5, 6, 7.2, 8, 9 and 10 will survive termination of this Agreement and/or any Order Form. Termination of this Agreement

will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will termination relieve Customer of its obligation to pay all Fees that accrued prior to such termination.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (“**Receiving Party**”) acknowledges that it may receive from the other Party (“**Disclosing Party**”) confidential information relating to the Disclosing Party and such confidential information includes, but is not limited to, technical, business, marketing and financial information, and any other information that could reasonably be considered confidential or proprietary (“**Confidential Information**”). The terms of this Agreement and any Order Form, the Fiveonefour Technology, and all technical information relating thereto shall be considered Confidential Information of Fiveonefour.

5.2 Exclusions. Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a wrongful act of the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it to the Receiving Party; or (c) is independently developed by the Receiving Party, its employees or third party contractors without access to or use of the Disclosing Party’s Confidential Information.

5.3 Obligations. During and after the Term, the Receiving Party shall: (a) not use or disclose Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party except as required for the performance of, or the exercise of rights under, this Agreement; and (b) take no less than the same measures that it takes with its own Confidential Information, and in any case no less than reasonable measures, to maintain the Confidential Information of the Disclosing Party.

5.4 Disclosure by Law. Either Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure and cooperates with the Disclosing Party so that the Disclosing Party has the opportunity to obtain appropriate confidential treatment for such Confidential Information.

6. INTELLECTUAL PROPERTY.

6.1 Fiveonefour Technology. The Fiveonefour Technology (except for the Moose Software) is proprietary to Fiveonefour and Fiveonefour and its licensors have and retain all right, title and interest, including all Intellectual Property Rights therein and all improvements, enhancements and modifications thereto. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Fiveonefour Technology.

6.2 Customer Data. The Customer Data, and all worldwide Intellectual Property Rights therein, are the exclusive property of Customer. Customer represents and warrants that the Customer Data does not and will not: (i) infringe or misappropriate any third party’s Intellectual Property Rights or other proprietary rights; or (ii) contain deceptive or unlawful data or data that violates any applicable law. All rights in and to the Customer Data not expressly granted to Fiveonefour in this Agreement are reserved by Customer. Customer grants Fiveonefour a non-exclusive, worldwide, royalty-free and fully paid license to store, process and use the Customer Data as necessary for purposes of providing and improving the Sloan Offering and the Professional Services.

6.3 Performance Data; Training. Customer acknowledges and agrees that Fiveonefour may: (a) create aggregated, anonymized, and deidentified data from the Customer Data, and generate general performance and usage data generated or collected through or in connection with Customer’s use of the Sloan Offering (collectively, “**Performance Data**”); and (b) use the Customer Data (solely to the extent it is aggregated, anonymized, or de-identified) to train the algorithms or artificial intelligence or machine learning systems underlying the Services. Fiveonefour owns all Performance Data and may use such Performance Data to improve the Sloan Offering and Fiveonefour’s related products and services.

6.4 Feedback. Customer hereby grants Fiveonefour a perpetual, irrevocable, royalty-free and fully paid right to use and otherwise exploit in any manner any suggestions, ideas, enhancement requests, feedback, recommendations or other information that Customer or its Authorized Users provide

related to the Fiveonefour Technology, including for the purpose of improving and enhancing the Sloan Offering and the Professional Services; provided that Customer is not referenced in such use.

7. WARRANTIES; DISCLAIMERS.

7.1 Fiveonefour Warranties. Fiveonefour represents and warrants to Customer that: (a) the Sloan Offering will conform in all material respects in accordance with the Documentation; (b) the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards; and (c) the Sloan Offering will not knowingly contain any viruses, worms or other malicious computer programming codes intended to damage Customer Data. Customer must report any deficiencies in the performance of any of the foregoing warranties to Fiveonefour in writing within fifteen (15) days of the non-conformance. Provided the Customer has complied with the foregoing, for any breach of the above warranties, Customer's exclusive remedy, and Fiveonefour's entire liability, will be the correction of the Sloan Offering or the re-performance of the Professional Services.

7.2 DISCLAIMERS.

(A) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE SPECIFIED IN THIS SECTION 7, THE SLOAN OFFERING, OUTPUT AND PROFESSIONAL SERVICES ARE PROVIDED BY FIVEONEFOUR "AS IS" AND "AS AVAILABLE" AND FIVEONEFOUR AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, ORAL, STATUTORY, EXPRESS, IMPLIED, BY COURSE OF COMMUNICATION OR DEALING, OR OTHERWISE. EXCEPT AS SPECIFIED IN SECTION 7.1, FIVEONEFOUR AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE FIVEONEFOUR TECHNOLOGY, THE OUTPUT, AND ANY OTHER PRODUCT OR SERVICES PROVIDED UNDER THIS AGREEMENT. FIVEONEFOUR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. CUSTOMER ACKNOWLEDGES AND AGREES THAT FIVEONEFOUR IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD FIVEONEFOUR LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OF THE THIRD-PARTY SERVICES AND THIRD-PARTY LLMS, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES AND THIRD-PARTY LLMS RESTS ENTIRELY WITH CUSTOMER. FIVEONEFOUR MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE PERFORMANCE OF ANY THIRD PARTY LLMS. THE THIRD-PARTY LLMS ARE NOT UNDER THE CONTROL OF FIVEONEFOUR AND DO NOT CONSTITUTE FIVEONEFOUR TECHNOLOGY.

(B) FIVEONEFOUR DOES NOT GUARANTEE THAT THE OUTPUT IS PROTECTED BY INTELLECTUAL PROPERTY RIGHTS. LAWS AND REGULATIONS GOVERNING USE OF ARTIFICIAL INTELLIGENCE ARE RAPIDLY EVOLVING, AND FIVEONEFOUR DOES NOT GUARANTEE THAT CUSTOMER'S USE OF THE SERVICES OR OUTPUT WILL COMPLY WITH APPLICABLE LAWS AND REGULATIONS OR THAT FUTURE LAWS AND REGULATIONS WILL NOT IMPACT CUSTOMER'S USE THEREOF. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SLOAN OFFERING AND OUTPUT COMPLIES WITH ALL APPLICABLE LAWS. CUSTOMER SHOULD EVALUATE THE FITNESS OF ANY OUTPUT AS APPROPRIATE FOR CUSTOMER'S SPECIFIC USE CASE.

8. INDEMNIFICATION.

8.1 By Fiveonefour. Fiveonefour will defend at its expense any suit brought against Customer, and will pay any settlement Fiveonefour makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to a third-party claim alleging that the Sloan Offering infringes a third party's Intellectual Property Rights, provided that Fiveonefour shall have no liability to the extent that the alleged infringement arises from: (a) the Customer Data; (b) use of the Sloan Offering in combination with products or content not supplied by Fiveonefour where the

claim would not have arisen in the absence of such combination; (c) use of the Sloan Offering in violation of these Terms or applicable laws; or (d) the Third-Party LLMs or the Output. If any portion of the Sloan Offering becomes, or in Fiveonefour's opinion is likely to become, the subject of a claim of infringement, Fiveonefour may, at Fiveonefour's option: (a) procure for Customer the right to continue using the Sloan Offering; (b) replace the portion of the Sloan Offering that is potentially infringing with non-infringing software or services which do not materially impair the functionality of the Sloan Offering; (c) modify the potentially infringing technology so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Fiveonefour Technology. The foregoing represents Fiveonefour's sole obligation, and Customer's sole remedy, in connection with an allegation that the Sloan Offering infringes third-party Intellectual Property Rights.

8.2 By Customer. Customer will defend at its expense any suit brought against Fiveonefour, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to a third-party claim arising out of Customer's breach or alleged breach of Section 2.8.

8.3 Indemnification Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual claim or suit (provided, however, that the indemnified Party's failure to do so shall not relieve the indemnifying Party of its indemnification obligations hereunder except to the extent that the indemnifying Party has been adversely affected by the failure to receive such prompt notice); (b) the indemnifying Party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party will cooperate with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

9. LIMITATION OF LIABILITY.

9.1 Types of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY NOR TO ANY THIRD PARTIES FOR LOST PROFITS OR LOST DATA OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE LOSSES OR DAMAGES HOWSOEVER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE FIVEONEFOUR TECHNOLOGY, THE OUTPUT, OR THE PROFESSIONAL SERVICES, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT. IN NO EVENT SHALL FIVEONEFOUR BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

9.2 Amount of Damages. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO FIVEONEFOUR UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exclusions. THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO: (A) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER OR (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. GENERAL PROVISIONS.

10.1 Relationship Between the Parties. Fiveonefour is an independent contractor; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party will have, nor represent to any third party that it has, any authority to act on behalf of the other Party. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes.

10.2 Injunctive Relief. Customer acknowledges that the Sloan Offering contains valuable Intellectual Property Rights and proprietary information of Fiveonefour, that any actual or threatened breach of Sections 2 or 5 will constitute immediate, irreparable harm to Fiveonefour for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach.

10.3 Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, and any assignment or transfer in derogation of the foregoing shall be null and void, provided, however that either Party shall have the right to assign the Agreement, without the prior written consent of the other Party, to the successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of such Party's assets. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

10.4 Publicity. Fiveonefour may use Customer's name and logo in its Customer list (including on Fiveonefour's website, social media and in sales and marketing materials) in the same manner in which it uses the names of its other customers, provided that at all times Fiveonefour shall use Customer's name and logo in accordance with Customer's applicable branding guidelines and Fiveonefour may not use Customer's name in any other way without Customer's prior written consent (with email consent deemed sufficient).

10.5 Notices. All notices required or permitted under this Agreement must be delivered in writing, if to Fiveonefour, by emailing the Fiveonefour contact on the Order Form and if to Customer by emailing the contact listed on the Order Form, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other Party at the Party's address as listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its email address and/or address for receipt of notice by giving notice of such change to the other Party.

10.6 Governing Law. The Agreement is governed by the laws of the State of New York, without regard to its conflicts of laws or provisions and this Agreement shall not be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The prevailing Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees, court costs, and other collection expenses. Any action or proceeding arising from or relating to this Agreement will be brought in a federal court in New York, New York and each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding the foregoing, nothing shall prevent either Party from seeking relief in any court of competent jurisdiction for any misuse or misappropriating of such Party's Intellectual Property Rights or Confidential Information.

10.7 Waivers; Severability. Any waivers shall be effective only if made by writing signed by representatives authorized to bind the Parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

10.8 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except for the obligation to pay Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

10.9 Entire Agreement; Amendment. This Agreement and any applicable Order Form constitutes the complete agreement between the Parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form, as applicable, expressly states that it supersedes specific language in the Agreement. Neither this Agreement nor an Order Form may be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom will be deemed to amend or modify this Agreement or an Order Form.

[End of Agreement]