

MOBILIO CO.

TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS (“**TERMS**”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY MOBILIO CO., A DELAWARE CORPORATION (“**Kipo**”) BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH KIPO WHICH REFERENCE THESE TERMS (EACH, AN “**ORDER FORM**”), YOU (“**CUSTOMER**”) AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE “**AGREEMENT**”) TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA KIPO’S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY KIPO SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Forms; Access to the Service. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. For each Order Form, subject to Customer’s compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) Kipo grants Customer a nonexclusive, non-sublicensable, non-transferable right to internally access and use the Kipo product(s) and/or service(s) specified in such Order Form (collectively, the “Service,” or “Services”) during the applicable Order Form Term (as defined below) for the internal business purposes of Customer, only as provided herein and only in accordance with Kipo’s applicable official user documentation for such Service (the “Documentation”).
2. Support. Subject to Customer’s payment of all applicable fees, Kipo will provide the Services using personnel or proper skills, experience, and qualifications and work in a timely, workmanlike, and professional manner. Customer shall submit all inquiries in respect of Service to Arjun Tambe (arjun@kipo.ai) or to another Kipo AI point of contact.
3. Service Updates. From time to time, Kipo may provide upgrades, patches, enhancements, or fixes for the Services to its customers generally without additional charge (“Updates”), and such Updates will become part of the Services and subject to this Agreement; provided that Kipo shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Kipo may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that Kipo shall use commercially reasonable efforts to give Customer reasonable prior notice of any major changes.
4. Ownership; Feedback. As between the parties, Kipo retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Kipo for the purposes of this Agreement, including any copies and derivative works of the foregoing. Any software which is distributed or otherwise provided to Customer hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the “Services” and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer may (but is not obligated to) provide suggestions, comments or other feedback to Kipo with respect to the Service (“Feedback”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Kipo notwithstanding anything else. Kipo acknowledges and agrees that all Feedback is provided “AS IS” and without warranty of any kind. Customer shall, and hereby does, grant to Kipo a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.
5. Fees; Payment. Customer shall pay Kipo fees for the Service as set forth in each Order Form (“Fees”). Unless otherwise specified in an Order Form, all Fees shall be invoiced monthly and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Kipo’s net income). All Fees paid are non-refundable and are not subject to set-off. If Customer exceeds any user or usage limitations set forth on an Order Form, then (i) Kipo shall invoice Customer for such additional users or usage at the overage rates set forth on the Order Form (or if no overage rates are set forth on the Order Form, at Kipo’s then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such excess usage through the end of the Order Form Initial Term or then-current Order Form Renewal Term (as applicable), and (ii) if such Order Form Term renews (in accordance with the

section entitled “Term; Termination”, below, such renewal shall include the additional fees for such excess users and usage.

6. Restrictions. Except as expressly set forth in this Agreement, Customer shall not (and shall not permit any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (vi) use the Service to build an application or product that is competitive with any Kipo product or service; (vii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (viii) bypass any measures Kipo may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); or (ix) “crawl,” “scrape,” or “spider” any page, data, or portion of or relating to the Service (or any information, data or content made available through the Service), whether through use of manual or automated means.. Customer (a) shall use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer’s use of the Service (including those related to data privacy, international communications, export laws and the transmission of technical or personal data laws); and (b) shall not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

7. Customer Data. For purposes of this Agreement, “Customer Data” shall mean any data (including but not limited to **bill of materials**), information or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer, not Kipo, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that Customer Data may be irretrievably deleted if Customer’s account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Customer acknowledges and agrees that Kipo may (i) internally use and modify (but not disclose) Customer Data for the purposes of (A) providing the Service to Customer and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for Kipo’s business purposes (including without limitation, for purposes of improving testing, operating, promoting and marketing Kipo’s products and services). “Aggregated Anonymous Data” means data submitted to, collected by, or generated by Kipo in connection with Customer’s use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer.

8. Third Party Services. Customer acknowledges and agrees that the Service may operate on, with or using application programming interfaces (APIs) and/or other services operated or provided by third parties (“Third Party Services”), including without limitation through integrations or connectors to such Third Party Services that are provided by Kipo. Kipo is not responsible for the operation of any Third Party Services nor the availability or operation of the Service to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services (including any Customer Data or other information relating thereto) and for complying with any applicable terms or conditions thereof. Kipo does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party’s terms and conditions.

9. Confidentiality. The parties acknowledge and agree that each party (the “Receiving Party”) may have access to certain confidential information (“Confidential Information”) of the other party (the “Disclosing Party”). “Confidential Information” means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the business activities of the Disclosing Party, its subsidiaries, and its affiliates, including any business plans, strategy, pricing, or financial information; (ii) the terms of this Agreement; and/or (iii) any other information that is designated as confidential by the Disclosing Party. Confidential Information of Kipo shall also include the Services and Aggregated Anonymous Data, and Confidential Information of Customer shall also include Customer Data. Confidential Information does not include any information that is or was, at the time of the disclosure: (a) generally known or available to the public; (b) rightfully disclosed to the Receiving Party by a third party; (c) already in

Receiving Party's possession prior to the date of receipt from Disclosing Party without restriction; or (d) independently developed by the Receiving Party without reference to or use of Disclosing Party's Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party's Confidential Information other than as permitted under this Agreement, and (3) not disclose, distribute, or disseminate the Confidential Information to any third party, except as permitted by this Agreement or to the extent necessary to comply with applicable law.

10. Term; Termination.

- a. This Agreement shall commence upon the date of the first Order Form, and, unless earlier terminated in accordance herewith, shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the effective date set forth on such Order Form, and unless earlier terminated as set forth herein, (x) shall continue for the initial term specified on such Order Form (the "Order Form Initial Term"), and (y) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal duration to the Order Form Initial Term (each, a "Order Form Renewal Term") unless either party notifies the other party of such party's intention not to renew no later than thirty (30) days prior to the expiration of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable.
- b. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days of receipt of such notice. Without limiting the foregoing, Kipo may suspend or limit Customer's access to or use of the Service if (i) Customer's account is more than sixty (60) days past due, or (ii) Customer's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with Kipo's ability to provide access to the Service to other customers; provided that in the case of subsection (ii): (a) Kipo shall use reasonable good faith efforts to work with Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, Kipo shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and (c) Kipo shall reinstate Customer's use of or access to the Service, as applicable, if Customer remediates the issue within thirty (30) days of receipt of such notice. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability. For clarity, any services provided by Kipo to Customer, including the data export set out above, and any assistance in exporting the Customer Data, shall be billable at Kipo's standard rates then in effect.

11. Indemnification. Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any third party claim that (i) in the case of Customer as Indemnitor, the Customer's gross negligence, breach of laws or if Customer Data or Customer's use of the Service infringes, violates, or misappropriates any third party intellectual property or proprietary right or violates any applicable law, or (ii) in the case of Kipo as Indemnitor, Kipo's gross negligence, breach of laws or if the Service infringes, violates, or misappropriate any third party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Kipo do not apply with respect to the Service or any information, technology, materials or

data (or any portions or components of the foregoing) to the extent (i) not created or provided by Kipo (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Kipo, (iv) combined with other products, processes or materials not provided by Kipo (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith.

12. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

13. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING),. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT TO THE OTHER FOR ANY AMOUNTS IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO KIPO HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

14. Miscellaneous. This Agreement represents the entire agreement between Customer and Kipo with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between Customer and Kipo with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, excluding its conflicts of law rules, and any dispute between the parties related to the subject matter of this Agreement will be resolved by binding arbitration in the English language in the State of Delaware under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Order Form. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from causes beyond such party's reasonable control, including, but not limited to, acts of God, acts of war, acts of terrorism, and the orders and judgments of courts or governmental authorities. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement, and (ii) Kipo may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. Customer agrees to allow Kipo to use and display Customer's name and logo on Kipo's website and in Kipo's promotional materials to identify Customer as a customer. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.