

# MASTER SERVICE AGREEMENT

Updated August 15, 2024

This Master Service Agreement (“Agreement”) is a legal agreement between you (“Client”) and Arryved, Inc., a Delaware corporation (“Arryved”), for the limited right to access and use Arryved’s proprietary point of sale system and related services (“Service”). Any order form executed by Client and Arryved (“Order Form”) are hereby incorporated into this Agreement by reference. Client and Arryved may each be known as the “Party” or collectively as the “Parties.” This Agreement is made and effective as of the date the Order Form is executed by both Parties.

## 1. SERVICE SUBSCRIPTION AND LICENSE TERMS

1.1. **Grant of Access.** Subject to the terms and conditions of this Agreement, Arryved grants to Client a limited, non-exclusive, revocable, non-transferable, and non-sublicensable license for Client’s authorized employees, agents, representatives, consultants, and contractors (“Authorized Users”) to access and use the Service during the Term (the “License”). Authorized Users must agree to the associated Terms of Service located at <https://www.arryved.com/terms-of-service/> prior to accessing or using the Service. This Agreement does not permit access by persons who are not Authorized Users or access to the Service through devices other than Client’s or Authorized Users’ computers. Arryved may impose reasonable conditions to Client’s use of the Service, including, without limitation, requiring the use of Fullsteam Integrated Payments processing.

1.2. **Modifications.** At any time and from time to time, Arryved may: (i) modify or release a new version of the Service and/or Documentation; (ii) add new features or functionality to the Service and/or Documentation; and/or (iii) remove existing features or functionality from the Service and/or Documentation (each a “Modification”). Arryved shall not incur any liability to Client or any other person by reason of a Modification.

1.3. **Order Form.** The specific Services to be provided to Client shall be specified in an Order Form executed by both Parties. In the event of a conflict between this Agreement and an Order Form, the terms of this Agreement shall govern. Client may not terminate this Agreement while the Parties have an active Order Form and any such purported termination is void.

1.4. **Reservation of Rights.** Access to the Service is licensed on a limited term and subscription basis and is not sold. All rights not specifically granted to Client hereunder are reserved by Arryved or its third party service providers. Nothing herein will prevent Arryved from promoting, providing, licensing, or sublicensing the Service or providing any services to other parties. Client will promptly notify Arryved of any determination, discovery, or notification that any person or entity is or may be misusing or infringing any Service.

1.5. **Work Product.** All work product, customizations, improvements, and/or enhancements to the Service performed by Arryved for Client pursuant to this Agreement, including as identified on any addendum executed by the parties pursuant to this Agreement (collectively, “Work Product”), shall be owned exclusively by Arryved. If, by operation of law or otherwise, any Work Product is not owned exclusively by Arryved immediately upon creation thereof, Client agrees to assign, and hereby irrevocably assigns, to Arryved exclusive ownership of such Work Product and expressly disclaims any ownership rights thereto. Client will cooperate with Arryved to confirm and/or execute such assignments and Arryved’s ownership of Work Product and/or Feedback.

1.6. **Feedback.** Client further hereby irrevocably assigns to Arryved ownership of any and all suggestions, modifications, enhancements, improvements, alterations, changes, or revisions to the Service made or suggested by Client or Authorized Users (“Feedback”).

1.7. **Third Party Services.** The Service may include or incorporate applications or content developed or provided by third parties, including, but not limited to, third-party APIs, third-party widgets and third-party tools. Client’s use of such third-party applications and content shall be subject to the terms and conditions of any third-party agreements associated with such applications or content, and Client is solely responsible for its compliance with such terms and conditions. Client acknowledges that Arryved is not responsible and will not be liable in any way for hosting the Service under this Agreement, and any Client data loss, downtime or periodic unavailability of the Service due to system maintenance, upgrades, or any other reason is outside Arryved’s control. CLIENT UNDERSTANDS AND AGREES THAT THE SERVICE IS HOSTED BY AND PROVIDED THROUGH THIRD-PARTY SERVICE PROVIDERS AND THAT ARRYVED WILL HAVE NO LIABILITY TO CLIENT OR ANY OTHER THIRD PARTY FOR THE ACTS OR OMISSIONS OF ITS THIRD-PARTY VENDORS.

1.8. **Documentation.** Subject to the terms and conditions of this Agreement, Arryved grants to Client a limited, non-exclusive, non-transferable, revocable, and non-sublicensable right and license to use and make copies of the instructions and guidelines that may accompany the Service as may be provided or made available online or in writing by Arryved (“Documentation”). Documentation is for Client’s internal use only, for archival purposes, and for training and education of Authorized Users, provided that all proprietary notices of Arryved and its licensors, if any, are reproduced and retained. Arryved reserves the right to modify any Documentation in Arryved’s sole determination.

**2. PROHIBITIONS.** Use of and access to the Service is permitted only by Client and Authorized Users. Under no circumstances may Client or Authorized Users modify, decompile, reverse compile, disassemble, reverse engineer, decrypt, or otherwise seek to recreate the source code of the Service, modify or adapt the Service in any way, use the Service to create a derivative work, or grant any other person or entity the right or access to do so, without Arryved’s advance written consent. Except as expressly authorized by this Agreement, Client and Authorized Users will not (a) modify, copy, duplicate, reproduce, unbundle, license, sublicense, sell, assign, transfer, display, distribute, lend, rent, lease, sublease, or make available the Service or any portion thereof to any third party; (b) provide, transmit, disclose, divulge, or make available to, or permit use of the Service by, any third party or entity or machine; (c) use the Service in a service bureau, out-sourcing or other arrangement to process or administer data on behalf of any third party; (d) publish, post, upload, or otherwise transmit any unlawful, false, offensive, defamatory, or infringing data or any data that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another; (e) use or knowingly permit the use of any security testing tools in order to prove, scan, or attempt to penetrate or ascertain the security of Arryved or the Service; (f) attempt to gain any unauthorized access to the Service or customer data or attempt any unauthorized alteration or modification thereof; (g) use or launch, or knowingly permit the use or launch of, any automated system, including, without limitation, “robots,” “spiders,” or “offline readers,” that access the Service; or (h) any use of the Service or the information contained therein in violation of any applicable law or regulation. Arryved may, at its sole discretion, suspend Client’s

use of the Service if Arryved determines that Client or Authorized Users are, or likely to, violate any of the prohibitions in this section.

### **3. CLIENT DATA**

3.1. **Client Data.** Use of the Service may involve the receipt, processing, and storage of data input by Client, Authorized Users, and Client's end users ("Client Data"). In connection with Client Data, Client affirms, represents, and warrants that Client owns or has the necessary licenses, rights, consents, and permissions to collect, use, and authorize Arryved to use all Client Data in the manner contemplated hereunder and to transfer to and process such Client Data. Client will provide Arryved with copies of any consents or other materials as may be requested by Arryved and will use any consent forms that may be required by Arryved. Client represents and warrants that the use of Client Data does not violate any applicable privacy law.

3.2. **License to Client Data.** Client hereby grants Arryved and its service providers a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, modify, edit, adapt, publish, translate, incorporate, prepare derivative and collective works utilizing the Client Data for purposes of providing the Service and exercising the rights and obligations herein. Client grants Arryved the royalty free right and license to develop and use De-identified Data using the Client Data, Client and Authorized User's interaction with the Service. "De-identified Data" is information that has been stripped of information that is unique to and could be used to identify a particular individual, facility, or client.

3.3. **Accuracy of Client Data.** Client is solely responsible for the accuracy, content, currency, completeness, or delivery of the Client Data provided by Client, Authorized Users, and Client's end users. Arryved does not monitor the accuracy of the Client Data.

3.4. **Return of Client Data.** In the event of any termination or expiration of the Agreement, or otherwise at Client's request, Arryved shall provide access to all Client Data in a commonly used machine-readable format or such other format as agreed by Client and Arryved for thirty (30) days after the termination or Expiration of the Agreement.

### **4. PAYMENT.**

4.1. **Fees and Expenses.** All fees and other amounts ("Fees") are payable as provided in an applicable Order Form. All Fees are nonrefundable and non-cancellable, except as expressly provided in this Agreement, and are exclusive of taxes and any shipping or freight. Arryved may adjust the Fees at any time with thirty (30) days' notice or as otherwise set forth in an Order Form. In the event of nonpayment or any shortfall in Fees, you authorize Arryved and our "Affiliates" to increase fees, dues, assessments, and/or debit any of your accounts, including those accounts associated with a payment processing agreement between you and our Affiliates. As used herein, Affiliate of a party means any corporation or other entity that such party directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it or any combination of it or any combination of it and/or its Affiliates owns more than fifty percent (50%) of the voting rights for (i) the board of directors, or (ii) other mechanism of control for such corporation or other entity.

4.2. **Early Termination.** In the event that Arryved elects to terminate this Agreement in accordance with Section 7.3 or Client terminates this Agreement before the end of the Term, Arryved shall be entitled to recover immediately from Client all Fees due prior to such termination, together

with liquidated damages in a sum equal to the monthly Fees multiplied by the months remaining in the Term if the Term had not been terminated early.

4.3. **Taxes.** Client agrees to pay all taxes or levies of whatever nature arising out of or in connection with this Agreement, including the sale, delivery, ownership, or use of the Service (including VAT) or any other activities hereunder, excluding taxes based on Arryved's income. Client will reimburse and indemnify Arryved in full for any of the foregoing taxes or levies that are paid by Arryved for which Client is responsible hereunder. If Client is required by law to withhold or deduct any amount from the Fees, Client will increase the Fees paid to Arryved such that Arryved receives the full amount of Fees specified under this Agreement. If Client asserts that any transaction under this Agreement is tax-exempt, Client will provide Arryved a tax exemption certificate acceptable to the applicable taxing authority.

4.4. **Late Fees, Expenses, and Default.** Any invoiced amounts not paid when due will accrue interest at the greater of 1.5 percent (1.5%) per month for each month (or fraction thereof) that Arryved does not receive payment, or the maximum percentage allowed by applicable law. In the event that payment that is owed under this Agreement is not made when due, Client will be in material default under the terms of this Agreement, and Arryved may invoke any or all available remedies, including the right to suspend the Service and its other performance obligations under this Agreement. Client will reimburse Arryved for all costs and expenses incurred by Arryved arising from Arryved's collection of amounts due under this Agreement, including, without limitation, reasonable attorneys' fees. All Fees will be payable in United States Dollars. Arryved's acceptance of payment of Fees from a third party will not provide such third party any rights in the Service or under this Agreement, and such acceptance will be for Client's convenience only.

## 5. CLIENT OBLIGATIONS

5.1. **Accessing and Using the Service.** Client will have the sole responsibility for acquiring, installing, and maintaining its own technology environment and equipment necessary to properly access, operate, and utilize the Service, including, without limitation: Internet access, LANs and WANs; for any communications or other costs incurred in operating, accessing and using the Service; and for any other expenses relating to the foregoing. Client will be responsible for selecting and training adequate personnel with the requisite experience necessary to operate Client's systems and who are familiar with Client's records associated with the Service. Client will be solely responsible for the security and confidentiality of any usernames or passwords granted to Client or Authorized Users to access the Service and will limit disclosure of such usernames and passwords to Authorized Users. Client will be solely responsible for any authorized or unauthorized access to the Service using such usernames and passwords, and any actions taken thereunder. Client will limit use of access to the Service solely to those Authorized Users whose duties require such use and access.

5.2. **Client Contact.** Client will cooperate with Arryved in all matters relating to the Service and appoint a Client employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the "Client Contact Manager"). Client will provide access to Client's premises, and such office accommodation and other facilities as may reasonably be requested by Arryved, for the purposes of performing any professional services, if applicable. Client will respond promptly to any

request from Arryved to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Arryved to provide any such professional services, if applicable.

**5.3. Regulatory Compliance and Liability.** Client assumes sole and complete responsibility for ensuring that Authorized Users' use of the Service and all related Client policies and procedures are in compliance with this Agreement, the Terms of Service and all applicable federal, state and local laws and regulations, including, without limitation, any federal, state or local privacy or information security laws or regulations. Client agrees that it is fully liable for the acts and omissions of all users, whether Authorized Users or otherwise, that use and access the Service.

**5.4. Email and Text Features.** Client represents and warrants that Client has a current relationship with each person to whom an email or text message is to be sent. Client is solely responsible for ensuring that the email feature(s) are utilized in a manner that complies with local, state, and federal laws, rules and regulations. This includes, but is not limited to, compliance with applicable email and telemarketing laws such as the CAN-SPAM Act and Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, the EU ePrivacy Regulation, and comparable state laws. Moreover, Client represents and warrants that each person to whom an email and/or text message is to be sent has specifically granted Client the permission to do so by whatever technology Client chooses; and opt-outs are provided pursuant to applicable law, rule or regulation. Client is responsible for the content and will be identified as the sender of each email and/or text message sent on Client's behalf. Client is solely responsible for obtaining any and all permissions required to use email features.

**5.5. Americans with Disabilities.** Client is solely responsible for compliance with all applicable laws and regulations, including but not limited to Title III of the Americans with Disabilities Act ("ADA") and New York's state and city level Human Rights Act, and California's Unruh Civil Rights Act.

**5.6. Suitability and Accuracy.** Client is responsible for determining the suitability of the Service for its business operations and whether the Service will achieve the results Client desires. Client is solely responsible for understanding the limitations of the Service. Records kept using the Service may contain errors, whether resulting from incorrect input or recording of information, Service errors, or other causes. Client is responsible for ensuring the accuracy of any data input into the Service (including Client Data), ensuring and confirming the accuracy of any output and results created by the Service prior to use or dissemination, and undertaking procedures to test, identify and correct any errors or omissions relating to the foregoing.

**6. SECURITY.** Arryved uses reasonable and appropriate administrative, physical, and technical security programs and procedures to protect and secure the Service and Client Data. Client agrees to use reasonable efforts to prevent unauthorized persons from having access to the Service or any equipment providing the Service. Each Party agrees to notify the other Party promptly upon becoming aware of any unauthorized access or use of the Service or Client Data by any third party.

## **7. TERM & TERMINATION**

**7.1. Term.** The term of this Agreement (the "Term") shall continue in perpetuity for so long as there is at least one (1) active Order Form.

**7.2. Termination.** This Agreement will terminate immediately and without action from Arryved in the event: (a) the Term expires; (b) Arryved gives Client notice of additional terms and

conditions that will govern use of or access to the Service and Client does not accept the additional terms and conditions; (c) any software, products and/or materials necessary to provide the service contemplated hereunder is terminated by a third-party for any reason; or (d) Arryved ceases providing access to the Service to its clients generally. Client may terminate this Agreement if Arryved materially breaches a term or condition of this Agreement and Arryved does not cure such material breach within thirty (30) days of receiving written notice of the breach. In the event that Client terminates this Agreement due to Arryved's breach, Client will receive a refund of the Fees remaining unused as of the termination date. In the event this Agreement is otherwise terminated early, Client shall pay the Fees for the remaining Term as if the Term was not terminated early. Such payment shall be due within thirty (30) days of termination.

**7.3. Termination Due to Default.** The following shall constitute a default event by Client: (a) Client's failure to pay any Fees when due; (b) Client breaches the terms and conditions of this Agreement that remains uncured for ten (10) days; and (c) Client is the subject of a voluntary or involuntary bankruptcy, reorganization or liquidation proceeding, is insolvent, makes an assignment for the benefit of creditors or admits in writing its inability to pay debts when due.

**7.4. Effect of Termination.** Upon the termination or expiration of this Agreement for any reason: (a) Client's and Authorized Users' License and rights to use the Service will immediately and automatically terminate; (b) Client and Authorized Users will cease all access and use of the Service; (c) Client will immediately return to License any Documentation, and any other License property in Client's possession; and (d) Client will certify its compliance with this section to License in writing upon request. Upon any termination or expiration of this Agreement, with notice provided in writing by Client, Arryved will promptly provide Client with all Confidential Information then in Arryved's possession or destroy all copies of the Confidential Information, at Client's sole discretion and direction.

## **8. LIMITED WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY**

**8.1. Warranty Disclaimer.** EXCEPT AS STATED EXPRESSLY HEREIN, THE SERVICE, THE DOCUMENTATION, AND ANY SERVICES PROVIDED BY ARRYVED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW, ARRYVED EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. ARRYVED DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT THE SERVICE WILL MEET CLIENT'S REQUIREMENTS; THAT ACCESS TO OR OPERATION OR USE OF THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR VIRUS FREE; THAT DEFECTS IN THE SERVICE, IF ANY, WILL BE CORRECTED; OR THAT RESULTS WILL BE TIMELY, ACCURATE, ADEQUATE OR COMPLETE. ARRYVED DOES NOT WARRANT OR REPRESENT THAT USE OF THE SERVICE WILL RESULT IN COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS, AND CLIENT UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ENSURING COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS AND REGULATIONS.

**8.2. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL ARRYVED BE LIABLE TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF ARRYVED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT ALLOWED

UNDER APPLICABLE LAW, ARRYVED'S ENTIRE AGGREGATE LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY CLAIM OR CAUSE OF ACTION ARISING HEREUNDER (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL FEES PAID BY CLIENT TO ARRYVED UNDER THIS AGREEMENT WITHIN THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD. THE SERVICE IS NOT A BACKUP SERVICE FOR STORING CONTENT OR OTHER DATA AND ARRYVED WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA. ARRYVED ASSUMES NO RESPONSIBILITY OR LIABILITY REGARDING ANY THIRD-PARTY HARDWARE, EQUIPMENT OR SERVICE WITH WHICH THE SERVICE MAY BE REQUIRED TO COMMUNICATE OR OPERATE. THE PARTIES UNDERSTAND THAT THE FOREGOING DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY ARE MATERIAL TERMS OF THIS AGREEMENT AND A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR ARRYVED TO PROVIDE, AND CLIENT, AUTHORIZED USERS, AND END USERS TO OBTAIN ACCESS TO THE SERVICE.

## **9. INDEMNIFICATION**

**9.1. Arryved Indemnification.** Arryved will indemnify, defend, and hold harmless Client and its officers, directors, agents and employees (collectively, "Client Parties") from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees arising therefrom) ("Claims") to the extent arising from any action or proceeding brought by a third party against the Client Parties alleging that the Service infringes a United States copyright or patent, or misappropriates a trade secret of a third party, in the venue in which the Service is provided; provided, however, that Arryved will have no liability to the Client Parties with respect to any Claim that is based upon, arises out of, or would not have occurred but for (A) Client's or Authorized User's unauthorized operation, combination or use of the Service with any software, hardware, product, or apparatus installed in Client's application or operating system environment following implementation of the Service; (B) Client's or Authorized User's use of any third party software or service not in accordance with the license agreement for such third party software or service; or (C) any act or omission by Client or Authorized Users which is a breach of any of the obligations under this Agreement. If Arryved reasonably believes that the Service infringes a copyright or patent, or misappropriates a trade secret of a third party, then Arryved, at Arryved's sole choice, may (i) acquire the right for Client to continue to use the affected portion of the Service in accordance with the terms of this Agreement; (ii) replace or modify the affected portion of the Service so that they become non-infringing; or (iii) terminate this Agreement and refund to Client an equitable portion of the Fees already paid for the affected Service.

**9.2. Client Indemnification.** Client will indemnify, defend, and hold harmless Arryved, its affiliates and their respective officers, directors, agents and employees (collectively, "Arryved Parties") from and against any and all Claims to the extent arising out of any action or proceeding brought by a third party against any one or more of the Arryved Parties (i) alleging injury, damage or loss resulting from Client's use of the Service (other than a Claim for which Arryved is obligated to hold harmless, indemnify and defend the Client Parties under Section 9.1 above); (ii) alleging that the Client Data located upon the Service infringes a copyright or patent, or misappropriates a trade secret of a third party; (iii) related to any act or omission by Client which is alleged to violate applicable law or (iv) alleging injury, damage or loss resulting from Client's use of any third party software or service in connection with the Service.

**9.3. Exclusive Remedy.** This Section 9 sets forth Client's exclusive remedy with respect to any Claim for Arryved's alleged violation of the intellectual property or other rights of third parties

with respect to the Service. Arryved shall have no liability to indemnify Client under this indemnification Section if Client is in breach of any of its obligations under this Agreement.

9.4. **Conditions for Indemnification.** Arryved and Client's indemnification obligations as provided above will be conditioned upon the Party seeking indemnification: (i) giving prompt written notice to the other Party of any claim, demand, or action for which indemnity is sought; (ii) fully cooperating in the defense or settlement of any such claim, demand or action; and (iii) giving the indemnifying Party sole control of the defense, investigation, and/or settlement of the claim, demand or action for which indemnification is sought, including, without limitation, the employment and engagement of attorneys of its choice to handle and defend the same. In no event, however, will the indemnifying party admit liability on behalf of the indemnified party without the prior written consent of such indemnified party, such consent which will not be unreasonably withheld, conditioned or delayed. Subject to the foregoing, however, the indemnified party, at its own expense, may participate, through its attorneys or otherwise, in the investigation, trial, and defense of any such claim, demand, or action, and any appeal therefrom.

## 10. CONFIDENTIALITY

10.1. **Confidential Information.** "Confidential Information" means: (a) the terms and conditions of this Agreement or any other agreement executed between the Parties; (b) all nonpublic information concerning the disclosing Party's business, technology, products, services, internal structure, and strategies, specifically including, without limitation, the Service, Documentation, Intellectual Property, end-user materials, work product, proposals, designs, concepts, methodologies, inventions, source code, object code, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, "know-how," procedures, financial information, business information, business plans, or licensing policies; (c) any other information clearly labeled by the disclosing Party in writing as "confidential" or "proprietary" prior to its disclosure; and (d) all such information that, by its nature, a reasonable party would consider to be confidential or proprietary. The following information will not be considered Confidential Information: (i) information which was in the public domain prior to its disclosure; (ii) information which becomes part of the public domain by any means other than through violation of this Agreement; (iii) information independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (iv) information received from a third party not under any obligations of confidentiality.

10.2. **Confidentiality and Non-Use.** The receiving Party will use reasonable efforts to avoid unauthorized disclosure of the disclosing Party's Confidential Information. The receiving Party will protect the disclosing Party's Confidential Information from unauthorized disclosure by taking at least those steps that the receiving Party uses to protect its own Confidential Information, but in no event less than reasonable efforts. The receiving Party will not use the disclosing Party's Confidential Information except for purposes of fulfilling its obligations under this Agreement. The receiving Party may disclose the disclosing Party's Confidential Information to its employees, agents, service providers, and other persons who have a need to know such Confidential Information in connection with this Agreement. Before doing so, the receiving Party will take reasonable steps to ensure that such persons will comply with the restrictions imposed on the receiving Party by this Agreement. The obligation to protect Confidential Information will continue as long as the receiving Party possesses the disclosing Party's Confidential Information.

10.3. **Permitted Disclosure.** The receiving Party may disclose Confidential Information as required by law or in compliance with any court or administrative order; provided that the receiving Party gives the disclosing Party reasonable written notice as permitted by law that such Confidential Information is being sought by a third party in order to afford the disclosing Party the opportunity to limit, protect or prevent such disclosure.

## 11. NON-SOLICITATION

11.1. **Non-Solicitation.** During the Term and for a period of twelve (12) months thereafter, Client shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement on behalf of Arryved who is then in the employment of Arryved. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this section, and the hiring by Client of any such employees or independent contractor who freely responds thereto shall not be a breach of this section. If Client breaches this section, Client shall, on demand from Arryved, pay to Arryved a sum equal to one (1) year's basic salary or the annual fee that was payable by Arryved to that employee, worker or independent contractor plus the recruitment costs incurred by Arryved in replacing such person.

## 12. GENERAL PROVISIONS

12.1. **Relationship of the Parties.** The relationship of Arryved and Client established by this Agreement will be solely that of independent contractors, and nothing herein will create or imply any other relationship.

12.2. **Assignment.** Client may not assign, transfer, or sell (voluntarily or by operation of law) its rights or obligations under this Agreement, nor delegate its duties hereunder to any other person, without Arryved's prior written consent. A transfer of a controlling interest or other change in control in Client will constitute an assignment. Any purported assignment without Arryved's consent will be void. Arryved may assign this Agreement or delegate or subcontract its obligations under this Agreement at any time.

12.3. **Entire Agreement and Conflict.** This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. In the event any provisions contained in a support and maintenance agreement, or addendum hereto expressly conflict with any terms, conditions or clauses contained in this Agreement, the provisions of this Agreement will govern.

12.4. **Modification.** Arryved reserves the right to modify the Service, this Agreement, and any Fees upon not less than thirty (30) days prior written notice to Client at <https://www.arryved.com/customer-agreement/> or by notification to the email address associated with Client's account. Continued use of the Service after the expiration of the notice period constitutes acceptance of such changes.

12.5. **Notices.** Any notices by Client must be given in writing directed to [legal@arryved.com](mailto:legal@arryved.com). Notice by Client will be deemed given (a) when personally delivered; (b) if sent by recognized overnight national courier service, on the second business day after deposit with the courier, properly addressed and fee prepaid or billed to sender; or (c) when sent by e-mail, upon receipt of proper confirmation of sending, provided a copy of the notice is concurrently sent by mail.

12.6. **Equitable Relief.** Client agrees that a breach of this Agreement will cause Arryved irreparable injury and damage. The Parties expressly agree that Arryved will be entitled to injunctive

and other equitable relief to prevent a breach, in addition to any other remedy to which Arryved might be entitled. The Parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the Parties expressly agree to a bond in the amount of \$100.00. All remedies for a breach will be cumulative and the pursuit of one remedy will not be deemed to exclude any other remedy with respect to the subject matter hereof.

12.7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the Parties agree to submit to personal jurisdiction in the State of Delaware. Furthermore, the Parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

12.8. **Force Majeure.** Neither Party will be liable for any delay in performing its obligations (other than payment of money) if the delay is caused by any event beyond the reasonable control of the Party, including, without limitation, acts of nature, war or insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, storm or flood, material or products shortages, labor disturbances, epidemic, disruption or slow speed of the Internet, breakdowns of security or introduction of computer viruses (and the like) by third parties, any manufacturer or Arryved delay in delivery or non-delivery, governmental action, terrorist attack or other similar event.

12.9. **Severability.** If any term or provision of this Agreement will be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect, and such invalid, illegal or unenforceable term or provision will be deemed not to be part of this Agreement.

12.10. **Third Parties; Waiver.** Nothing in this Agreement, express or implied, will create or confer upon any person or entity not a named party to this Agreement any legal or equitable rights, remedies, liabilities or claims, except as expressly provided herein. The failure of either Party to enforce the provisions of this Agreement will not be deemed to be a waiver of their right to enforce them.

12.11. **Survival.** The rights and obligations of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.