

## **OBSERVR Platform and SDK Terms of Service**

These terms of service (“Terms of Service”) govern you and your Authorized Users’ (as defined below) access to and use of our proprietary analytics platform (the “Platform”), which is made available to you (“Customer,” “you,” or “your”) by OBSERVR, Inc. (“OBSERVR,” “we,” “our,” or “us”) via our website at <https://storage.googleapis.com/observr-static/Legal/TermsOfService.pdf> (the “Website”), as well as you and your Authorized Users’ use of our customer-side software development kit that allows you to integrate our proprietary technology into your virtual, augmented, mixed, and/or extended reality product (each, an “XR Product”), which will enable your use of the Platform.

If you are entering into this Agreement (as defined below) on behalf of a legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “you” or “your” refers to such entity. Customer and OBSERVR are each referred to herein as a “Party,” and together are referred to herein as the “Parties.” BY CLICKING THE “ACCEPT” BUTTON, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF SERVICE AND THE TERMS AND CONDITIONS OF OUR PRIVACY POLICY <https://storage.googleapis.com/observr-static/Legal/PrivacyPolicy.pdf> (“PRIVACY POLICY”), WHICH ARE HEREBY INCORPORATED INTO THESE TERMS OF SERVICE BY REFERENCE (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, OR DO NOT HAVE THE AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, YOU OR YOUR AUTHORIZED USERS MAY NOT ACCESS OR USE THE PLATFORM OR THE SDK.

Capitalized terms not defined in these Terms of Service shall have the meaning set forth in our Privacy Policy.

### **1. PLATFORM SERVICES.**

1.1. **Access to the Platform.** OBSERVR hereby grants Customer during the Term (as defined below) a limited, non-exclusive, non-transferable (except as permitted under Section 14 below) license, without the right to grant sublicenses, to access and use the Platform and any and all Reports (as defined below) for Customer’s own internal business purposes and for no other purpose. OBSERVR’s access to the Platform and the Reports are subject at all times to the terms and conditions of this Agreement and any additional terms and conditions set forth in the addendum provided to you by OBSERVR (the “Addendum”), the terms of which are incorporated into this Agreement and made a part hereof by reference.

1.2. **Analytic Reports.** As used in this Agreement, “Reports” means the data sets, reports, models, analyses, and related products that shall be made available to you via the Platform provided you have integrated into your XR Product our proprietary technology via our customer-side software development kit as permitted herein. Our customer-side software development kit and all related proprietary technology and code that enable the Platform to communicate with the XR Product are referred to collectively herein as the “SDK.” Reports are created via the Platform’s proprietary methodologies, algorithms, and technology, using the data fed to the Platform directly from the XR Product (the “XR Data”).

1.3. **Modifications.** We reserve the right to modify the Platform, the SDK, and the Reports from time to time by adding, deleting, or modifying features to improve the user experience or for other business purposes. We further reserve the right to discontinue any feature of the Platform or any Reports

or portion thereof, at any time during the Term at our sole and reasonable discretion. Any such modification or discontinuance during the Term will not materially decrease the overall functionality of the Platform.

1.4. **Beta Features.** From time to time, we may invite Customer to try “beta” features or functionalities of the Platform which are not generally available to our customers for production use at no charge. You may accept or decline any such trial in your sole discretion. Such beta features are for evaluation purposes only and not for production use, are not considered part of the products and services provided by us under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise expressly agreed to by us, any beta feature trial period will expire upon the date that a version of the beta feature becomes generally available to all of our customers for production use or upon the date that we elect to discontinue such beta feature. We may discontinue beta features at any time in our sole discretion and may never make them generally available as part of the Platform. We will have no liability to you or any third party for any harm or damage arising out of or in connection with any use of a beta feature, and your use of any beta feature is at your own risk.

1.5. **Availability.** During the Term, we, or our contractors, shall host the Platform on the Website, such that the Platform is available for use by Customer. We shall use commercially reasonable efforts to minimize any downtime, other than for scheduled maintenance or downtime caused by reasons beyond our reasonable control, including, but not limited to, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, terrorism, embargo, fire, flood, strike or other labor disturbance, unavailability of or interruption or delay in telecommunications or third-party services, or virus attacks or hackers.

## 2. **SDK.**

2.1. **SDK Access.** Subject to the terms and conditions of this Agreement, OBSERVVR hereby grants Customer during the Term a limited, non-exclusive, non-transferable (except as permitted under Section 14 below) license, without the right to grant sublicenses, to access and use the SDK solely in order to integrate into the XR Product our proprietary code and technology that enable the Platform to communicate with the XR Product in order to collect XR Data and create the Reports.

2.2. **Delivery.** Customer may access the SDK by logging into the Platform using Customer’s Log-in Credentials (as defined below). Once logged in, Customer shall have access to the SDK and associated documentation and instructions. Customer shall follow the instructions to integrate any applicable code and technology into the XR Product.

## 3. **AUTHORIZED USERS; REGISTRATION.**

3.1. **Authorized Users.** Customer’s access to the Platform shall be limited to the number of Authorized Users provided on the Addendum. As used herein “Authorized User” means Customer’s employees, contractors, or agents authorized by Customer to access and use the Platform pursuant to the terms and conditions of this Agreement; provided, however, that any contractors’ or agents’ access to and use of the Platform will be limited to their provision of services to Customer. You are responsible for the acts and omissions of your Authorized Users and any other person who access and uses the Platform or the SDK using any Authorized User’s Log-in Credentials.

3.2. **Onboarding Authorized Users; Administrators.** Authorized Users must log into the Platform. During the initial registration, Customer shall designate one (1) Authorized User as the administrator of your account (the “Administrator”). The Administrator shall be responsible for overseeing the onboarding of all other permitted Authorized Users and managing Log-in Credentials. Each Authorized User will be required to create an account, which includes a username, a password, and

certain additional information, including a valid email address, that will assist in authenticating the Authorized User's identity when he or she logs into the Platform in the future (collectively, "Log-in Credentials"). When creating an account, an Authorized User must provide true, accurate, current, and complete information. You are solely responsible for the confidentiality and use of Authorized Users' Log-in Credentials, as well as for any use, misuse, or communications entered through the Platform. The Administrator shall promptly inform us of any need to deactivate a username, password, or other Log-in Credential. We reserve the right to delete or change Authorized Users' Log-in Credentials at any time and for any reason. We will not be liable for any unauthorized use of an Authorized User's account.

#### 4. USE AND LIMITATIONS OF USE.

4.1. **Restrictions on Use.** Customer will not (and will not authorize, permit, or encourage any third party to): (i) allow anyone other than Authorized Users to access and use the Platform, the Reports, or the SDK; (ii) allow an Authorized User to share with any third party his or her Log-in Credentials; (iii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Platform, the Reports, or the SDK; (iv) modify, adapt, or translate the Platform or the SDK; (v) make any copies of the Platform or the SDK; (vi) resell, distribute, or sublicense the Platform or the SDK or use either of the foregoing for the benefit of anyone other than Customer or the Authorized Users; (vii) remove or modify any proprietary markings or restrictive legends placed on the Platform, the Reports, or the SDK; (viii) use the Platform, the Reports, or the SDK in violation of any applicable law, rule, or regulation ("Applicable Law"), in order to build a competitive product or service, or for any purpose not specifically permitted in this Agreement; or (ix) introduce, post, or upload to the Platform any Harmful Code (as defined below). As used herein, "Harmful Code" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform or the Website, or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines or mechanisms that would cause the Platform to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with the operations of the Platform.

4.2. **Compliance.** We have the right to monitor your compliance with this Section 4. If any such monitoring reveals that you are not using the Platform, the Reports, or the SDK in compliance with this Section 4, then you will remedy any such non-compliance within five (5) business days of receiving notice from us, including, if applicable, through the payment of additional Fees (as defined below). Failure to remedy such default shall be deemed a material breach of this Agreement by Customer.

#### 5. DATA.

5.1. **XR Data.** Subject to the terms and conditions of this Agreement, Customer hereby grants us a non-exclusive, worldwide, fully paid-up, royalty-free right and license, with the right to grant sublicenses through multiple tiers to vendors providing services to us (such as hosting providers), to reproduce, execute, use, store, archive, modify, perform, display, and distribute the XR Data only for the purpose of providing the services hereunder. Upon expiration or termination of the Agreement, we may retain an archival copy of the XR Data kept in the normal course of business or for purposes of complying with Applicable Law.

5.2. **Privacy Policy.** Our collection, processing, storage, transfer, and use of XR Data and all other data collected by us in connection with this Agreement, including, but not limited to, all personal data entered by Authorized Users upon registration, shall at all times comply with our Privacy Policy,

found here <https://storage.googleapis.com/observr-static/Legal/PrivacyPolicy.pdf>, and all Applicable Laws.

6. **OWNERSHIP.** As between Customer and OBSERVR, all right, title, and interest in and to the Platform, the Reports, the SDK, any documentation and instructions related thereto, the Website, and all modifications, improvements, adaptations, enhancements, derivatives, and translations made thereto or therefrom, and all intellectual property rights therein (collectively, "**OBSERVR Intellectual Property**") are the exclusive property of OBSERVR. In addition, the trademarks, service marks, and logos of OBSERVR are registered and unregistered trademarks or service marks of OBSERVR and are deemed OBSERVR Intellectual Property hereunder. Except as expressly granted in this Agreement, nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the OBSERVR Intellectual Property, without our prior written permission specific for each such use. As between Customer and OBSERVR, Customer shall retain all right, title, and interest in and to the XR Products and the XR Data (except as and to the extent incorporated into the Reports).

7. **FEES AND PAYMENTS.**

7.1. **Fees.** As consideration for the licenses granted and services provided by OBSERVR in accordance with this Agreement, Customer agree to pay to OBSERVR all applicable fees for the services/features selected by Customer as set forth on the Addendum (the "**Fees**"). Fee payments shall be paid in U.S. dollars and shall be made automatically to us via Customer's credit card account.

7.2. **Recurring Charges.** Fee payments for the licenses granted and services provided hereunder are made on a monthly recurring basis, with automatic renewal. By accessing and using the Platform, the Reports, and/or the SDK, you agree and acknowledge that you are responsible for an initial and a recurring payment charge during the Term at the then-current Fee rate, and you agree that OBSERVR may submit monthly charges to the credit card we have for you on file, without further authorization from you, until you provide notice to OBSERVR that you wish cancel the Agreement pursuant to **Section 7.3**, or need to change the credit card we have on file. You further accept responsibility for all recurring charges prior to termination, including, where applicable, any charges processed by OBSERVR after the expiration date of your payment card.

7.3. **Cancellation.** You may cancel your recurring payment, thereby terminating this Agreement, by sending us written notice of your desire to cancel, or by following cancellation instructions on the Platform. We must receive cancellation notices at least five (5) days prior to the end of the then-current calendar month in order for the Agreement to terminate as of the last day of the month. If we receive a cancellation notice less than five (5) days prior to the end of the calendar month, the Agreement shall terminate at the end of the following calendar month, and you shall be automatically charged for such month.

7.4. **Non-Refundable.** Unless otherwise expressly provided for in this Agreement, (i) all Fees are based on services/features purchased and not on actual use; and (ii) all Fees paid under this Agreement are non-refundable.

7.5. **Taxes.** Fees and other charges described herein and on the Addendum are in addition to and do not include any federal, provincial, or local sales, PST, GST, HST, VAT, foreign withholding, use, property, excise, service, or similar transaction taxes ("**Taxes**") now or hereafter levied, all of which will be for Customer's account. If we are required to collect and remit Taxes on your behalf, we will invoice you for such Taxes, and you will pay us for such amounts in accordance with the payment terms set forth herein (including by automatic payment). Customer hereby agrees to indemnify, defend, and hold OBSERVR, our Affiliates (as defined below), our suppliers and hosting providers, and our and their

respective officers, directors, members, managers, partners, employees, contractors, and agents harmless from and against any and all liabilities, costs, and expenses (including reasonable attorneys' fees) ("Losses") incurred by any such parties in connection with any Taxes and related costs, interest, and penalties paid or payable by OBSERVR on your behalf. For the avoidance of doubt, we will only be responsible for taxes related to our income, property, franchise, or employees. "Affiliate" means, with respect to any Party, any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the specified Party. For the purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that entity, whether through ownership of voting securities or otherwise.

## 8. TERMINATION AND SUSPENSION.

8.1. **Term.** The term of this Agreement (the "Term") commences on the Effective Date and will continue in effect on a month-to-month basis thereafter until terminated in accordance with Section 8.2 below or Section 7.3 above.

8.2. **Termination.** You may terminate this Agreement at any time in accordance with the terms of Section 7.3 above. We may terminate this Agreement at any time, for any reason or no reason, upon written notice to you, provided that such termination shall become effective on the last day of the calendar month in which we send you notice of termination. We may also terminate this Agreement (i) upon five (5) days' written notice to you if you breach this Agreement, and such breach is not cured within such five (5) day period, or (i) effective immediately upon written notice to you under the limited circumstances set forth in Section 12.2 below.

8.3. **Effect of Termination.** Upon termination of this Agreement as set forth in Section 8.2: (i) we will stop providing the applicable services, and Customer will immediately cease, and cause its Authorized Users to cease, all access to and use of the Platform, the Reports, and the SDK; and (ii) upon written request, each Party will either return to the other Party (or, at such other Party's instruction, destroy and provide such Party with written certification of the destruction of) all documents, computer files, and other materials containing any of such Party's Confidential Information (as defined below) that are in the recipient Party's possession or control.

8.4. **Survival.** The following provisions will survive termination of this Agreement: Section 5 ("Data"), Section 6 ("Ownership"), Section 8.3 ("Effect of Termination"), this Section 8.4 ("Survival"), Section 9.2 ("Customer Representations and Warranties"), Section 10 ("Disclaimer"), Section 11 ("Limitation of Liability"), Section 12 ("Indemnification"), Section 13 ("Confidentiality; Feedback"), and Section 15 ("Miscellaneous").

## 9. REPRESENTATIONS AND WARRANTIES.

9.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (ii) the execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party; (iii) it has the full power, authority, and right to perform its obligations hereunder; and (iv) its performance under this Agreement shall comply with all Applicable Laws.

9.2. **Customer's Representations and Warranties.** In addition to the above, Customer represents and warrants to OBSERVR that it has the full right, power, and authority to collect, process, store, and transmit the XR Data, and to grant the licenses to the XR Data granted hereunder, including,

without limitation, any information contained in the XR Data about the individual end users of Customer's XR Products (each, an "End User"), which may or may not be publically available, that can be used to identify or locate an individual, or any other information that is linked or linkable to an individual, such as first and last name, mailing address and zip code, telephone number, email address, social security number or tax ID number, date of birth, medical information, educational information, financial information, employment information, or internet protocol (IP) addresses. Without limiting the generality of the foregoing, Customer represents and warrants that it has obtained all necessary consents from its End Users to collect, process, store, transmit, and sublicense the XR Data under all applicable privacy and data protection laws, rules, and regulations, including, without limitation, the EU Data Protection Directive (95/46/EC) or any replacement legislation, as applicable, including the General Data Protection Regulation 2016/679 (GDPR).

10. **DISCLAIMER**. CUSTOMER ACKNOWLEDGES THAT ALTHOUGH THE PLATFORM, THE REPORTS, THE SDK, AND ANY OTHER INFORMATION PROVIDED BY OBSERVV HEREUNDER CAN BE USED AS AIDS TO CUSTOMER TO MAKE INFORMED BUSINESS DECISIONS, THE PLATFORM, THE REPORTS, THE SDK, AND ANY OTHER INFORMATION PROVIDED BY OBSERVV HEREUNDER ARE NOT MEANT TO BE SUBSTITUTES CUSTOMER'S EXERCISE OF ITS OWN BUSINESS JUDGMENT. THE PLATFORM, THE REPORTS, THE SDK, ANY BETA FEATURES, THE DOCUMENTATION AND INSTRUCTIONS, AND ANY OTHER MATERIALS AND INFORMATION PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER OBSERVV (NOR OUR SUPPLIERS) MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER FORM, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT OBSERVV (AND OUR SUPPLIERS) MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

11. **LIMITATION OF LIABILITY**. EXCEPT IN CONNECTION WITH CUSTOMER'S FAILURE TO PAY ANY AMOUNTS DUE AND OWING HEREUNDER, A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER FORM, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT OR ANY ORDER FORM WILL NOT EXCEED THE FEES PAID BY CUSTOMER HEREUNDER DURING THE PERIOD TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. NO ACTION, REGARDLESS OF FORM, ARISING FROM OR PERTAINING TO THIS AGREEMENT OR ANY ORDER FORM MAY BE BROUGHT BY YOU MORE THAN ONE (1) YEAR AFTER SUCH ACTION HAS ACCRUED.

## 12. **INDEMNIFICATION.**

12.1. **Indemnification by You.** You will indemnify, defend, and hold OBSERVR, our Affiliates, our suppliers and hosting providers, and our and their respective officers, directors, members, managers, partners, employees, contractors, and agents harmless from and against any and all Losses incurred by any of such parties in connection with any third-party action, claim, or proceeding (each, a “Claim”) arising from your or any of your Authorized Users’ (i) breach or violation of this Agreement including any of your representations and warranties in Section 9.2, including, without limitation, any Claims brought by End Users; (ii) use of or reliance on the Reports or any portion thereof; or (iii) gross negligence or willful misconduct.

12.2. **Indemnification by OBSERVR.** OBSERVR will indemnify, defend, and hold you and your officers, directors, members, managers, partners, employees, contractors, and agents harmless from and against any and all Losses incurred by any of such parties in connection with any third-party Claim (i) arising from our gross negligence or willful misconduct, or (ii) alleging that your or your Authorized Users’ access to and use of the Platform, the Reports, or the SDK in accordance with this Agreement infringes or misappropriates any third-party copyrights or trade secrets. In the event that we reasonably determine that the Platform, the Reports, or the SDK is likely to be the subject of a third-party Claim, we will have the right (but not the obligation), at our own expense, to: (i) procure for you the right to continue to use the Platform, the Reports, or the SDK as provided in this Agreement; (ii) replace the infringing components of the Platform, the Reports, or the SDK with other components with equivalent functionality; or (iii) suitably modify the Platform, the Reports, or the SDK so that it is non-infringing and functionally equivalent. If none of the foregoing options are available to us on commercially reasonable terms, we may terminate this Agreement without further liability to you (except that we will refund you a pro-rata portion of any Fees pre-paid by you for the remainder of any calendar month in which we have terminated the Agreement pursuant to this Section). Notwithstanding the foregoing, we are not obligated to indemnify, defend, or hold you or your Representatives harmless with respect to any third-party Claim to the extent the third-party Claim arises from or is based upon (i) you or your Authorized Users’ use of the Platform, the Reports, or the SDK not in accordance with this Agreement; (ii) any unauthorized modifications, alterations, or implementations of the Platform, the Reports, or the SDK made by or on behalf of you (other than by us); (iii) use of the Platform, the Reports, or the SDK in combination with unauthorized modules, apparatus, hardware, software, or services not supplied or specified in writing by us; or (iv) use of the Platform, the Reports, or the SDK in a manner or for a purpose for which they were not designed. This Section 12.2 states your sole and exclusive remedy, and our sole and exclusive liability, regarding any third-party Claim.

12.3. **Procedure.** The indemnification obligations set forth in Section 12.1 and Section 12.2 are subject to the indemnified Party: (i) promptly notifying the indemnifying Party of the Claim; (ii) providing the indemnifying Party, at its sole cost and expense, with reasonable cooperation in the defense of the Claim; and (iii) providing the indemnifying Party with sole control over the defense and negotiations for a settlement or compromise of the Claim, provided that the indemnifying Party may not make any admission of liability on behalf of the indemnified Party without the indemnified Party’s approval.

## 13. **CONFIDENTIALITY; FEEDBACK.**

13.1. **Confidentiality.** Any non-public information that one Party (the “Receiving Party”) receives from the other Party (the “Disclosing Party”) in connection with these Terms of Service is proprietary and confidential information (“Confidential Information”), including, without limitation, any information that is marked as “confidential” or should be reasonably understood to be confidential or

proprietary to the Disclosing Party. The Receiving Party agrees that it will not disclose the Disclosing Party's Confidential Information to any third party, nor use the Confidential Information for any purpose other than in the performance of its obligations or the exercise of its rights hereunder. The Receiving Party further agrees to use commercially reasonable measures to maintain the confidence of the Disclosing Party's Confidential Information. The obligations set forth in this paragraph shall not apply to information that the Receiving Party can document is generally available to the public (other than through its breach of this Agreement), was independently developed by the Receiving Party without reference to the Disclosing Party's information, or was already lawfully in the Receiving Party's possession at the time of receipt of the information from the Disclosing Party.

13.2. **Specific Performance and Injunctive Relief.** The Receiving Party acknowledges that in the event of a breach of Section 13.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in any act which violates Section 13.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 13.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

13.3. **Feedback.** During the Term, you or your Authorized Users may elect to provide us with feedback, comments, and suggestions with respect to the Platform, the Reports, or the SDK ("Feedback"). You agree that we will be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you or your Authorized Users.

14. **ASSIGNMENT.** This Agreement may not be assigned or transferred by either Party without the prior, written consent of the other Party; provided, however, that such consent shall not be required in connection with an assignment by either Party (i) to any of its Affiliates; or (ii) in connection with a change of control transaction, whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise. Any attempted assignment that does not comply with the terms of this Section shall be null and void.

15. **MISCELLANEOUS.** The relationship of the Parties is one of independent contractors. This Agreement, including the incorporated by reference Privacy Policy and the Addendum, sets forth the entire agreement of the Parties as to its subject matter and supersedes all prior agreements, negotiations, representations, and promises between the Parties with respect to the subject matter hereof. This Agreement is binding upon and will inure to the benefit of each of the Parties and their respective successors and permitted assigns. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the Party that is waiving the rights. OBSERVER may make changes to these Terms of Service from time to time. When these changes are made, we will make a new copy available on the Platform. You understand and agree that if you or your Authorized Users use the Platform after the date on which these Terms of Service have changed, we will treat such use as your express acceptance of the updated Terms of Service. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in New York, New York for any such disputes, and waives any objections to the laying of venue in such courts. The Parties agree that there are no third-party beneficiaries under this Agreement.



