

This document outlines the terms and conditions that apply to the provision of products, documentation, materials and services (together, "Service(s)") provided by BroadwAI, LLC ("BroadwAI", "we", "us") to your company ("Customer", "you"). This document is written to incorporate and be incorporated by the BroadwAI order form ("Order Form") and is intended to be read in conjunction with the applicable Order Form. Once signed, the Order Form combined with these terms together constitute the entire agreement ("Agreement") between the parties specified on the Order Form. This Agreement comes into force on the date appearing on the Order Form ("Service Start Date").

1. ACCESS TO THE SERVICE

The Service is a software-as-a-service application that enables real-time engagement through mobile devices. Subject to payment of fees, BroadwAI grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for you and your authorized users to use the Service as set out in the Order Form and pursuant to the terms of this Agreement.

2. CHARGES AND PAYMENT

2.1 You agree to pay the fees set out in the applicable Order Form. Unless otherwise agreed, Fees are due annually in advance. BroadwAI may increase its fees from time to time, save that this will not affect the current fees payable with an existing Order Form. BroadwAI will only increase fees by written notice.

2.2 You shall notify BroadwAI in writing within fifteen (15) calendar days of receipt of an incorrect or invalid invoice, giving your reasons. If only part of an invoice is disputed, you pay the undisputed amount as detailed herein.

2.3 Except where any payments are disputed in good faith, if we have not received payment within thirty (30) calendar days after the due date, and without prejudice to any other rights and remedies available to us: a) we may, without liability to you, give you seven (7) calendar days' notice before we suspend or temporarily disable all or part of your access to the Service and we shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and b) interest shall accrue on such due amounts at an annual rate equal to 2% over the then current Wall Street Journal Prime Rate at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid.

2.4 All amounts and fees stated or referred to in this Agreement: a) are payable in the currency specified in the Order Form or otherwise agreed by the parties in writing; b) are exclusive of sales tax unless otherwise expressly stated. Sales tax will be charged where applicable.

3. RESTRICTIONS

During the term of the Agreement, you shall not: a) attempt to copy, modify,

duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Service in any form or media or by any means; b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service; c) access all or any part of the Service in order to build a product or service which competes with the Service; d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Service available to any third party except the authorized users.

You acknowledge and agree that you will not knowingly contribute any content or material to the Service that (i) infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; (ii) violates any law, statute, or regulation; (iii) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or otherwise objectionable. We may, without liability to you, disable the Service to the extent necessary to disable access to any content or material that breaches the provisions of this Section.

You shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Service and, on becoming aware of any such unauthorized access or use, promptly notify BroadwAI.

4. YOUR CONTENT

We do not claim ownership in the content we host on your behalf as a result of your use of the Service ("Your Content"). You retain all right, title and interest in and to Your Content although you grant us the right to use Your Content solely for the purpose of providing and improving the Service. BroadwAI shall not be responsible for the legality, reliability, integrity, accuracy and quality of Your Content, or content submitted by your authorized users.

5. CONFIDENTIALITY

The parties agree to hold, by using the same degree of care that it takes for its own information of a similar nature, each other's Confidential Information in confidence. "Confidential Information" means all documentation, technical information, software, business information, pricing of the Services, trade secrets or know-how or other materials of a confidential nature and/or that are disclosed in confidence by either party to the other during the term of this Agreement.

6. PRIVACY

Please see BroadwAI's Privacy Policy, available [here](#), for information on BroadwAI's treatment of personally identifiable information, which is hereby incorporated by reference.

7. INTELLECTUAL PROPERTY

BroadwAI owns all right, title and interest in and to the Services and any and all Intellectual Property Rights embodied therein. "Intellectual Property Rights" shall mean (a) patents, trademarks, service marks, registered designs, applications for

any of those rights, trade and business names (including internet domain names), unregistered trademarks, unregistered trade and business names, database rights, copyrights, rights in designs and inventions and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, including the “look and feel” of any websites; and (b) rights of the same or similar effect to those specified in paragraph (a); in each case, in any jurisdiction whether registered, registrable or otherwise.

8. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

8.1 THE SERVICE IS PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BROADWAI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. BROADWAI EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.

8.2 UNDER NO CIRCUMSTANCES WILL BROADWAI BE LIABLE FOR I) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF BROADWAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; II) FOR DATA LOSS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR (III) FOR ANY MATTER BEYOND BROADWAI’S REASONABLE CONTROL.

8.3 IN NO EVENT WILL BROADWAI’S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY YOU FOR THE SERVICE IN THE PREVIOUS TWELVE MONTHS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. TERM AND TERMINATION

The Service shall commence on the Service Start Date detailed in the Order Form and shall continue for the term set out in the Order Form. Except where otherwise stated in the applicable Order Form, the term shall auto-renew for additional periods equal in duration to the expiring term, or on an annual basis (whichever is shorter) unless either party provides at least 30 days’ notice prior to the end of the relevant term.

Either party may terminate this Agreement: (i) for material breach upon thirty (30) days written notice unless such breach is cured within thirty (30) days; (ii) with immediate effect by notice in writing if the other party is subject to any proceeding under a state or federal insolvency law, becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition

or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or (iii) with immediate effect by notice in writing if any force majeure event prevents the performance of the whole or a substantial part of the party's obligations for a continuous period of thirty (30) days after the date on which it should have been performed.

On termination of this Agreement for any reason, all licenses granted under this Agreement shall immediately terminate and your right to access and use the Service will end. The accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced. All paid fees for the Service are non-cancellable and non-refundable. You may, for a period of 60 days from such termination, retrieve all of Your Content from BroadwAI. Thereafter, BroadwAI may delete or erase all or any of Your Content. On your written request at any stage during the Agreement, BroadwAI shall promptly delete Your Content, unless prohibited by applicable law.

10. GENERAL

No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: non-availability or failure of any third party service, act of God, governmental act, war, fire, flood, explosion, communications or failure of the Internet or civil commotion. The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found 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. This Agreement is not assignable, transferable or sublicensable by either party except with the other party's prior written consent, not to be unreasonably withheld or delayed. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you do not have any authority of any kind to bind BroadwAI in any respect whatsoever. Headings for each section have been included above for your convenience, but such headings do not have any legal meaning, and may not accurately reflect the content of the provisions they precede.

This Agreement constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between us relating to the use of the Services. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and any claim or dispute between Customer and BroadwAI that arises in whole or in part from this Agreement shall be decided by a court of competent jurisdiction located in New York, NY.