Software as a Service Agreement

This Software as a Service Agreement (this "**Agreement**"), effective as of _____ (the "**Effective Date**"), is by and between SyncWords, Inc., a Delaware limited liability company with offices located at 1159 2nd Avenue, Suite 408, New York, NY 10065 ("**Provider**"), and _____ ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

   (a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

   (b) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

   (c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

   (d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services available at https://support-live.syncwords.com/hc/en-us

   (e) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP [includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

   (f) "**Services**" means the software-as-a-service offering described in **Exhibit B**.

(g)   "**Third-Party Products**" means any third-party products described in **Section 3(b) and Exhibit A (Section 3.1)** provided with or incorporated into the Services.

2.   Access and Use.

(a)   Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b)   Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c)   Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d)   Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(e)   Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services

to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f)   Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

3.   Customer Responsibilities.

(a)   General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b)   Third-Party Products. The Services may contain features designed to interoperate with Third Party Products. To use such features, Customer may be required to obtain access to Third Party Products from their providers, and may be required to grant Provider access to its account(s) on such Third Party Products. If the provider of a Third Party Product ceases to make the Third Party Product available for interoperation with the corresponding Service features on reasonable terms, Provider may cease providing certain features of the Services without entitling Customer to any refund, credit, or other compensation. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in

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Proposal. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4.   Support. This Agreement entitles Customer to the support services set forth on **Exhibit A** hereto.

5.   Fees and Payment.

(a)   Fees. Customer shall pay Provider the fees ("**Fees**") as set forth **in Proposal** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Invoice**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b)   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6.   Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy

all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7.   Intellectual Property Ownership; Feedback.

(a)   Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b)   Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data only to the extent necessary for Provider to provide the Services to Customer.

(c)   Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8.   Warranty Disclaimer.

(a)   THE PROVIDER IP AND SERVICES AREPROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE

COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9.   Indemnification.

(a)   Provider Indemnification.

(i)   Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii)   If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii)   This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data; or (D) Third-Party Products.

(b)   Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

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(c)   Sole Remedy. THIS 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 9 EXCEED $5,000.

10.   Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $5,000, WHICHEVER IS LESS.

11.   Term and Termination.

(a)   Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until 1 year from such date (the "**Initial Term**"). This Agreement will automatically renew for additional 1-year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 90 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b)   Termination. In addition to any other express termination right set forth in this Agreement:

(i)   Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 10 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or 6;

(ii)   either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured

30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) <u>Effect of Expiration or Termination</u>. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) <u>Survival</u>. This Section 11(d) and 1, 5, 6, 7, 8(a), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. <u>Miscellaneous</u>.

(a) <u>Entire Agreement</u>. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) <u>Notices</u>. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective

only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) <u>Force Majeure</u>. In no event shall Provider be liable to Customer, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, epidemic, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d) <u>Amendment and Modification; Waiver</u>. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) <u>Severability</u>. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) <u>Governing Law; Submission to Jurisdiction</u>. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of New York County New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) <u>Assignment</u>. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is

binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h)   Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i)   US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j)   Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k)   Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Customer has executed this Agreement as of the Effective Date.

By:

Name:

Title:

EXHIBIT A

SYNCWORDS SERVICE LEVEL AGREEMENT

1. **Standard Support**

   SYNCWORDS Inc. (**"Company"**) shall provide technical support to Customer during regular business hours, Monday through Friday from 9 am to 8 pm US Eastern time, with the exclusion of Company and Federal Holidays ("Support Hours"). Customer may initiate a helpdesk ticket at any time through the SyncWords application or by emailing support@syncwords.com. Standard support is extended to all customers with a current contract. All capitalized terms not defined in this SYNCWORDS Service Level Agreement (**"SLA"**) shall be construed according to the terms in that certain Order Form, and all amendments and attachments thereto, made between Company and Customer (collectively, the **"Agreement"**).

2. **Premium Support**

   Company shall provide premium support to Customers as an optional service at additional cost. Premium support includes access to the Company's technical support around the clock, 24 hours a day, 365 days a year. It also includes a dedicated Slack channel for realtime collaboration with Company's technical support staff. Premium support also provides the benefit of expedited response times. Unless set forth in the Agreement, premium support is not included.

3. **Service Availability**

   Company will use commercially reasonable efforts to maintain the availability of the Company's Services (as defined in the Agreement) to the Customer. Company's Service Availability commitments are as follows:

Service Category	Availability/Response Time
Monthly Availability (The availability percentage does not include interruptions due to Scheduled Downtime or Force Majeure)	99.5% monthly
Scheduled Downtime	The Company will notify the Customer no less than forty- eight (48) hours in advance of any scheduled downtime.

Unplanned Outages for system emergency	Maximum 3 hours over a reference period in 1 month, excluding Force Majeure. Company will promptly notify Customer of any Unplanned Outage (whether or not for system emergency), including a description of the Unplanned Outage and the estimated time until normal operations resume.
Frequency of Customer Data back-up	Complete snapshots are backed-up and stored externally every 24 hours. Customer data is replicated in realtime to a backup database for failover and other backup uses.

3.1 Exclusions.

Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public networks, internet service providers other than those employed by company, or systemic Internet failures, (2) outages cause by a Force Majeure event, (3) outages caused by the use of any third party hardware, software and/or services used by Customer, (4) Customer's or User error, misconduct or negligence, including by not limited to the loss of User passwords, provided that Company has taken industry standard steps to protect the Software from unauthorized access, intrusion, and disruption.

3.2 Reporting Unscheduled Downtime.

Customer may report any unscheduled Software downtime, error, bug, or defect in the Software by emailing support@syncwords.com upon becoming aware or receiving notice of such system downtime, error, bug, or defect. Company will work to investigate, verify and rectify the outage and notify the Customer of the start and end time of the outage based on its investigation and resolution.

4. Error Corrections and Updates

4.1 Definitions.

(a) **"Company"** means SYNCWORDS, Inc. a Delaware corporation with an office located at 1159 2nd Avenue, Suite 408, New York, NY 10065 and its Affiliates.

(b) **"Customer"** means the entity identified on the Order Form or SOW (by its legal name or its other assumed, trade, or 'doing business as' name) that purchased Company's Software or Services pursuant to an Order Form or SOW, or such entity's permitted successors or assigns.

(c) **"Error"** means a failure of the Platform to conform to the documentation, resulting in the inability to use, or material restriction in the use of, the

Platform.

(d) **"Force Majeure"** means a failure in performance under this SLA or other interruption of service or employment deemed resulting, directly or indirectly, from natural circumstances beyond one's control, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, service interruptions by either party's service providers that are essential for performance (including, but not limited to utilities and internet service), or any similar or dissimilar cause beyond the reasonable control of either party.

(e) **"Maintenance Release"** means a revision of the Platform released by Company to its Customers generally, to correct Errors in the Platform or to maintain the operation of the Platform in accordance with the documentation.

(f) **"Service Availability"** means the performance metrics provided in this SLA.

(g) **"Update"** means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software or Services provided or made available by Company pursuant to the Agreement, including without limitation, any update designed, intended or necessary to make the Software, Services or Customer's use thereof comply with applicable law.

(h) **"Upgrade"** means a revision of the Platform released by Company to its end user licensees generally, to add new and different functions or to increase the capacity of the Platform. Upgrade does not include the release of a new product or added features or modules for which there may be a separate charge.

4.2 **Updates.**

Provider will make commercially reasonable efforts to provide an Update designed to solve or by-pass a reported Error. Provider shall reasonably determine the severity level of Errors pursuant to the following protocols and take the following actions:

Errors.

(a) **Severity 1 Errors:** Provider promptly initiates the following procedures: (1) assigns specialists to correct the Error on an expedited basis; (2) provides ongoing communication on the status of an Update; and (3) begins to provide a temporary workaround or fix. A **"Severity One Error"** means the (i) Provider System is severely impacted or completely shut down, or (ii) system operations or mission- critical features are down.

(b) **Severity 2 Errors:** Provider assigns a Provider specialist to begin an

Update, and provides additional, escalated procedures as reasonably determined necessary by Provider Support Services staff. Provider exercises commercially reasonable efforts to provide a workaround or include a fix for the Severity 2 Errors in the next Maintenance Release. A **"Severity Two Error"** means (i) the Provider system is functioning with limited capabilities, or (ii) is unstable with periodic interruptions, or

(iii) mission critical feature, while not being affected, has experienced system interruptions.

(c) **Severity 3 Errors:** Provider may include an Update in the next Maintenance Release. A **"Severity Three Error"** means there (i) are errors in fully operational Provider systems.

(d) **Severity 4 Errors:** Provider may need to clarify product information. A **"Severity Four Error"** means there (i) is a need to clarify procedures or information in documentation, or (ii) is a request for a product enhancement.

4.3

4.4 Response Times and Escalation Timeframes.

Company will respond to Customer reports of a problem based on the severity. Upon receipt of a request for support or report of a problem, Company will respond to Customer with an assigned level of severity based on the response times shown in the following table. Support requests will be escalated based on the severity with the goal of achieving a resolution as quickly as possible or offering a solution that mitigates the impact of the issue.

TABLE 1

Severity Levels	Examples	Support Response Times
Severity One: Emergency A crisis has occurred - the system is down, a major operational function is unavailable or a critical interface has failed. Covers 'Severity One Error.'	Provider system is down. A business critical operation – like captioning for events and streams - cannot be performed.	< 1 hour
Severity Two: Critical A critical function in the system is impaired, essential to Provider's success in use of the product and requiring immediate resolution. Covers 'Severity Two Error.'	Provider system is functioning but certain important functionality is down or capabilities are severely limited. For example, the ability to caption events and streams works but translated subtitles may be broken. System unstable with periodic interruptions.	< 2 hours
Severity Three: High Severity three situations include problems to be resolved as soon as possible. Most of these have acceptable workarounds, or the Product recovers by itself. Covers 'Severity Three Error.'	Errors in Provider systems but still functional. For example, the ability to caption events and streams works but the application of a dictionary or glossary may fail. Malfunction in non-critical functions.	< 1 business day

Severity Four: Normal Severity four support requests are not errors or failures. They typically focus on technical questions or problems users encounter when trying to use the system, many of which may be "how to" questions. Covers 'Severity Four Error.'	Need clarification of procedures or information in documentation Attributes or options do not operate as stated Documentation is incorrect	< 2 business days

4.5 **Maintenance Releases and Upgrades.**

During the Term, Company shall make the Maintenance Releases available to Customer if, as and when Company makes any such Maintenance Release generally available to its licensees. If a question arises as to whether a product offering is an Upgrade or a new product or feature, Company's opinion shall prevail, provided that Company treats the product offering consistently for its other customers generally.

5. **Conditions for Providing Support**

Company's obligation to provide Services in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the problem, as well as access to the personnel, hardware, and any additional systems involved in discovering the problem.

6. **Exclusions from Company's Support Services**

Company is not obligated to provide Software or Services in the following situations: (a) the problem is caused by Customer's negligence, hardware malfunction or other causes beyond the reasonable control of Company; (b) the problem is with third party software not licensed through Company; (c) the problem is with individual user's desktop or browser software; or (d) Customer has not paid License Fees under the Agreement when due.

Exhibit B

SaaS Deliverable

1. **Hosting and Data Residency.** Company shall provide: (a) all infrastructure, software, and services necessary to host, operate, maintain, and manage the SaaS Services, and provide customer continuous access thereto, in accordance with the terms and conditions set forth in this SaaS Services Exhibit, any applicable Statement of Services, Word Order and the Agreement.

2. **Backup.** Company shall at its sole expense: complete backup of copies of the customer Data and shall safeguard and securely store such copies within the United States. Backups will be used to restore customer Data in exigent circumstances. Backups are maintained for up to six months. Customer Data, related to stored transcriptions and translations, is retained for up to two years in databases. Customers should make sure to export and save any such data they wish to preserve during the retention period.

3. **Technical Support.** Company shall establish, sufficiently staff, and maintain the organization and processes necessary to provide email, and web-based technical support, troubleshooting, SLA Incident identification, isolation, response and remediation, and other assistance in accordance with Exhibit A. The contact information for the Company's technical support organization is set forth in Exhibit A. Company shall appoint a Technical Account Manager ("TAM". The TAM shall provide customer with technical guidance and expertise, will be responsible for participating on **Severity 1** SLA Incident troubleshooting conference calls, as requested by customer, and will serve as customer's single point of contact for escalations.

4. **Browsers.** Company shall provide all SaaS Services, including all features and functionality, in compliance with HTML5 standards and compatible with the three browsers with leading market share.

5. **Incident Response.** If Company becomes aware of a **Severity 1**, or **Severity 2**, SLA Incident (as set forth in Exhibit-A), Company shall notify customer promptly, but in any event within the applicable "Initial Response" period (as set forth in Exhibit-A), and such notice will identify the SLA Incident Severity Level based on Company's initial evaluation. Company and customer shall cooperate in good faith to jointly determine the SLA Incident Severity Level; provided, however, if Company and customer cannot reach a joint determination despite such good faith cooperation, customer's determination will control. The customer may report to the Company any SLA Incident 24 hours per day, seven days per week. upon notification by customer of an SLA Incident, Company shall promptly commence, and diligently pursue, correction of such SLA Incident at all times and instances employing (a) the "Level Effort" set forth in Exhibit-A, and (b) providing and "Initial Response", "Preventive Action", a "Root Cause Analysis Report" (as defined below), "Service Restoration" and "Status Update(s)" (as defined below) in accordance with Exhibit-A. The timeframes for Company's responses

shall be measured from the earlier of the time that the customer notifies the Company, or Company first becomes aware of the relevant SLA Incident. Company shall provide customer with updates to the status of Company's efforts ("Status Update(s) by telephone, email or such other means as may be reasonably designated by customer from time to time, no less frequently than the timeframes set forth in Exhibit A.

6. **Reports.** Company will provide customer:

   a.   With reports as mutually agreed in writing, specifying in reasonable detail Company's performance in relation to the availability of the SaaS Services and the service levels set forth in Exhibit A ("Service Levels". If the Company fails to meet such Service Levels, the Company shall provide the customer with a specific plan of action to remedy any SLA Incident(s) and the Company's performance deficiency.

   b.   With a Company-prepared written "Root Cause Analysis Report" (of "RCA Report"), in the form of an executive summary, including supporting technical details at the customer's request, which documents the relevant SLA Incident(s) and contains a detailed description of the SLA Incident(s), the action(s) take to to restore the SaaS Service and/or resolve the SLA Incident(s), the root cause of the SLA Incident(s) and an action plan to ensure such SLA Incident(s) will not reoccur.

7. **Excessive Performance Failure.** Following an "Excessive Performance Failure" (as defined below), upon written notice to the Company, customer may terminate the applicable Work Order or Agreement (in customer's sole discretion) without further payment obligation, or liability to the Company (other than for payment of undisputed SaaS Services Fees due and owing as of of the effective date of termination). An Excessive Performance Failure will be deemed to be a breach of a material term of the Agreement,which shall not be subject to cure.

   "Excessive Performance Failure" means (a) failure to meet defined availability Service Levels for two Reporting Periods in a 12-month period, or (b) failure to meet an availability level of 98% in any calendar month.

EXHIBIT C

SyncWords Privacy Policy

1. Privacy Policy. In connection with how Syncwords collects, uses, and protects your data, as well.

1.1   What data do we collect?
Depending on how the customer uses our SaaS Services, we may collect the following data:

customers use our real-time captioning and translated subtitles.
- We collect no personally identifiable information.

For users with accounts in our SyncWords Live platform, scheduling captioning and translations for events.
- Company name
- User name and email address.
- Live captions of event audio.
  o While captions may contain personal data, for example, speaker identification or mention of individuals, we do not screen or monitor the data generated and do not organize or gather any such personal data at all. The platform provides options for the delivery of live captions without saving that information in the database.
- Caption files when playout features are used.
  o While caption files may contain personal data, for example, speaker identification or mention of individuals, we do not screen or analyze the data provided and do not organize or gather any such personal data at all.

1.2   How do we collect your data?
The data is collected programmatically through our SyncWords Live platform when creating your account and through the provision of our real-time captioning and translated subtitling services.

1.3   How will we use your data?
Our Company collects this data to process your orders and fulfill the requested real-time captioning and translated subtitling services.

1.4   How do we store your data?
SyncWords stores your data at AWS facilities in the United States using strong encryption of data in transit and at rest. SyncWords will keep an archive of the live captions and translations generated in your account based on the policy used in your account. The platform also offers options for the delivery of live captions and translations without archiving or saving them in the database. You are able to delete captions and translations generated from the system at any time. If you have further questions on how we store your data, please contact us at support@syncwords.com

1.5   What are your data protection rights?

For residents of the European Union and European Economic Area countries, SyncWords provides the following rights under the General Data Protection Regulation.

a. The right to access – You have the right to request SyncWords for copies of your personal data. We may charge you a small fee for this service.

b. The right to rectification – You have the right to request that SyncWords correct any information you believe is inaccurate. You also have the right to request SyncWords to complete the information you believe is incomplete.

c. The right to erasure - You have the right to request that SyncWords erase your personal data, under certain conditions.

d. The right to restrict processing – You have the right to request that SyncWords restrict the processing of your personal data, under certain conditions.

e. The right to object to processing – You have the right to object to SyncWords' processing of your personal data, under certain conditions.

f. The right to data portability – You have the right to request that SyncWords transfer the data that we have collected to another organization, or directly to you, under certain conditions.

SyncWords processes data for the purposes outlined in this privacy policy. Our processing of your data is based on legitimate business interests, the fulfillment of our contract with you, compliance with our legal obligations, and/or your consent.

SyncWords processes data primarily in the United States and uses US-based sub-processors. The SyncWords Live platform relies on the following sub-processors across all accounts.

Provider	Location	Purpose	URL
Amazon Web Services	USA	Cloud infrastructure and hosting	https://aws.amazon.com/
Postmark	USA	Transactional email	https://postmarkapp.com/
Mixpanel	USA	Product analytics	https://mixpanel.com/

If professional live captioning services are requested, we may use one of the following sub-processors.

Provider	Location	Purpose	URL
National Captioning Institute	USA	Professional live captioning	https://ncicap.org/

If real-time translated subtitles are requested, we may use one of the following sub-processors, however, data is only stored temporarily in memory for processing and not to any persistent storage.

Provider	Location	Purpose	URL
Google Cloud	USA	Cloud AI services	https://cloud.google.com/
Microsoft Azure	USA	Cloud AI services	https://azure.microsoft.com
DeepL	Germany	Machine Translation Engine	https://www.deepl.com/

If you make a request, we have one month to respond to you. If you would like to exercise any of these rights, please contact us at support@syncwords.com

Should you wish to report a complaint or if you feel that SyncWords has not addressed your concern in a satisfactory manner, you can contact the data protection supervisory authority in your country. You can find a list here – https://edpb.europa.eu/about-edpb/board/members_en

Cookies
SyncWords Live uses a first-party cookie to temporarily store visitor information to grant users access to their SyncWords Live accounts and ensure the proper function of the SyncWords Live application.

SyncWords Live uses third-party cookies from
● Zendesk – to enable support requests from within SyncWords Live
  ▪ Cookie policy - https://www.zendesk.com/company/agreements-and-terms/cookie-policy/
● Google Analytics – to enable tracking of website traffic.
  ▪ Cookie policy - https://policies.google.com/privacy
● Mixpanel – to enable event tracking within SyncWords Live to analyze how the system is being used.
  ▪ Cookie policy - https://mixpanel.com/legal/privacy-overview/