

UJET Terms of Service

Welcome, and thank you for your interest in UJET, Inc. (“UJET,” “we,” or “us”) and our website at www.ujet.cx, along with our related websites, networks, application programming interface (“API”), software development kits (each an “SDK”), and other services provided by us (collectively, our “Service”).

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. BY AGREEING TO THESE TERMS OF SERVICE (“TERMS”) OR OTHERWISE ORDERING, ACCESSING OR USING OUR SERVICES, YOU AND ANY INDIVIDUAL OR ENTITY AUTHORIZED BY YOU OR OTHERWISE ACTING ON YOUR BEHALF (“you,” “your,” or “customer”) ARE ENTERING INTO A LEGALLY BINDING CONTRACT BETWEEN YOU AND UJET REGARDING YOUR ORDERING, ACCESS TO AND USE OF THE SERVICE. YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE THEN CURRENT VERSION OF THE TERMS, WHICH ALSO INCLUDE AND INCORPORATE BY REFERENCE THE THEN CURRENT VERSION OF OUR:

- [ACCEPTABLE USE POLICY \(“AUP”\)](#)
- [SERVICE LEVEL AGREEMENT \(“SLA”\)](#)
- NETWORK AND SYSTEM REQUIREMENTS (“NSR”)
- [ARBITRATION PROCEDURES](#)

IF YOU ARE NOT AUTHORIZED TO ACCESS AND USE THE SERVICES OR DO NOT AGREE TO THE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SERVICE.

AS SET FORTH IN SECTION 23, BELOW (“DISPUTE RESOLUTION AND ARBITRATION”) AND IN THE ARBITRATION PROCEDURES, YOU ARE AGREEING THAT ALL DISPUTES BETWEEN YOU AND UJET WILL BE RESOLVED BY BINDING ARBITRATION. EXCEPT FOR CERTAIN MATTERS DESCRIBED IN SECTION 24, THIS MEANS THAT YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT. YOUR RIGHTS WILL BE DETERMINED INSTEAD BY A NEUTRAL

ARBITRATOR AND NOT A JUDGE OR JURY, AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION.

Your privacy and trust are important to us. Our [Privacy Statement](#) explains how we collect, use, and share information in connection with our Services. You acknowledge that you have read, understand and consent to our Privacy Statement.

1. UJET Service Overview

UJET provides the next generation of user support ecosystems, including solutions for integrating customer communications and support capabilities into mobile and other applications. For more detailed information regarding our Services, see www.ujet.cx

2. Eligibility

You must be at least 18 years of age to use the Service. You represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Service; and (c) your registration and your use of the Service is in compliance with all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind that organization to these Terms and you agree on behalf of that organization and all authorized users to be bound by these Terms.

3. Accounts and Registration

To access most features of the Service, you must register for an account. When you register for an account, you may be required to provide us with some information about yourself, such as your email address or other contact information. You agree that the information you provide to us is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. All passwords are personal to the individual to which it is issued. Customer and Customer's personnel are responsible for (a) maintaining the confidentiality and security of all passwords issued, and (b) ensuring that each access code and password is only used by the

individual authorized. You accept responsibility for all activities that occur under your account.

IF YOU HAVE REASON TO BELIEVE THAT YOUR ACCOUNT IS NO LONGER SECURE, THEN YOU MUST IMMEDIATELY NOTIFY US AT support@ujet.cx.

4. Responsibilities

a. UJET Responsibilities.

We will (a) make the Services available to you in accordance with these Terms, our documentation, including any usage guides and policies for the Services contained in such documentation (“Documentation”), and any applicable ordering document between the parties that specifies mutually agreed upon rates for certain Services and other commercial terms, including the term of the then current subscription (“Subscription Term”) any applicable minimum spend commitments (“Order Form”); (b) comply with the then current version of the SLA, which may be updated from time to time; (c) provide the Services in accordance with laws generally applicable to our provision of the Services to our customers (i.e. without regard or responsibility for your particular use of the Services or failure to abide by these Terms); (d) make commercially reasonable efforts to use industry standard measures designed to scan, detect, and delete code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (e) if applicable, use trained, qualified personnel to provide the Services; and (f) use commercially reasonable efforts to provide you with applicable support for the Services.

b. Your Responsibilities.

Use the Services (a) only in accordance with these Terms, the AUP, the applicable Documentation, any applicable Order Form(s), and applicable laws or regulations; (b) be solely responsible for all acts, omissions, and activities of any end user who accesses or otherwise uses the Service (“End User”), including End Users’

compliance with these Terms, the AUP, applicable Documentation, any applicable Order Form(s), and applicable law or regulation; (c) be solely responsible for the development and operation of Integrated Applications (as defined below) and for any liability related thereto; (d) prevent unauthorized access to or use of the Services and notify us promptly of any such unauthorized access or use; and (e) provide reasonable cooperation regarding information requests from law enforcement, regulators, or telecommunications providers.

5. Availability

- a. UJET will use reasonable efforts to make the Service available according to the terms of the SLA.
- b. UJET's obligations under the SLA are contingent on you being fully compliant with Network and System Requirements, and UJET will not be responsible for failure to meet its obligations under the SLA if you are not fully compliant. You and your users agree to: (i) obtain and maintain all equipment and any ancillary services needed to connect to, access, or otherwise use the Service and ensure that its System meets the then current Network and System Requirements, including, without limitation, appropriate network quality and bandwidth, and the network connectivity of all mobile devices; (ii) provide UJET sufficient access to its Systems as may be necessary to deliver the Service and to deliver the Support; and (iii) have sole responsibility for the accuracy, quality, integrity, reliability, authority and appropriateness of all customer data provided to UJET. We are not responsible for any compromise of data, including materials transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by UJET. We assume no responsibility for the reliability or performance of any connections as described in this section.

6. SDK

- a. **License.**

Subject to your complete and ongoing compliance with these Terms and any additional terms included with a SDK, UJET grants you a limited, personal, worldwide, royalty-free, on-exclusive, non-sublicensable, and nontransferable license to: (a) use a reasonable number of copies of any documentation provided as part of the SDK (“Documentation”) solely in connection with integrating the Service in your mobile applications or service (“Integrated Application”); (b) reproduce, modify, and use any sample software provided to you in source code format as part of the SDK (“Sample Code”) in either object code or source code formats solely in connection with your development and use of an Integrated Application with the Service; and (c) reproduce and distribute any sample software provided to you in object code format as part of the SDK, including any plugins (“SDK Object Code”) in object code format solely in connection with your development and use of an Integrated Application with the Service.

b. SDK License Restrictions.

Customer will not, and will not permit or authorize third parties to: (i) transfer, disclose, or distribute any portion of the SDK or Documentation or access to either to any third party, except as permitted by the license grant above; (ii) subject any portion of the SDK or Documentation to the terms of any “open source” or “creative commons” license; (iii) modify any of the SDK Object Code included with the SDK; (iv) modify or extend any of the interfaces including any UJET APIs; (v) use the SDK or Documentation to develop code, software, or other materials for anything other than for use with the Service; (vi) rent, lease, or otherwise permit third parties to use the Service or Documentation

c. Notice Regarding Apple.

If you are using our mobile SDK on an iOS device, the terms of this Section 6c apply. You acknowledge that these Terms are between you and UJET only, not with Apple, and Apple is not responsible for the Service or its content. Apple has no obligation to furnish any maintenance or support services with respect to the Service. If the Service fails to conform to any applicable warranty, you may notify

Apple and Apple will refund any applicable purchase price for the mobile SDK to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation with respect to the Service. Apple is not responsible for addressing any claim by you or any third party relating to the Service or your possession or use of the Service, including: (a) product liability claims; (b) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement or discharge of any third-party claim that the Service or your possession and use of the mobile SDK infringe that third party's intellectual property rights. You agree to comply with any applicable third party terms when using the Service. Apple and Apple's subsidiaries are third party beneficiaries of Section 13 of these Terms, and upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce this Section 12 of these Terms against you. You hereby represent and warrant that: (i) you are not located in a territory that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

7. Payment

a. Fees.

Access to the Service, or to certain features of the Service, may require you to pay fees, including, without limitation, license fees and usage fees. All license fees are inclusive of a USD\$5.00 CRM (or other applicable case management software) adapter fee. Customer is expressly authorizing all Service charges and usage fees to be charged to your supplied payment method, including recurring payments billed on a monthly or annual basis. In addition, Customer's supplied payment method shall be used for any purchases of additional services, or where Customer has exceeded usage or threshold limits, or any overage charges. Recurring license charges are billed in advance in the frequency

set forth in the Order Form, and usage-based and one-time charges are billed monthly in arrears.

b. Credit Cards.

Credit and debit card payments are subject to the approval of the card issuer, and UJET will not be liable in any way if a card issuer refuses to accept a credit or debit card for any reason. You are responsible for any credit card chargeback or similar fees for refused or rejected payments that UJET is entitled to charge under these Terms this Agreement. If the payment card associated with Customer's Account is declined or fails for any reason, UJET will send You a notice using the contact information associated with Your Account. UJET may continue to attempt charging Customer's payment card for outstanding charges and additional fees along with any other rights and remedies available to UJET under these Terms is Agreement, at law or in equity. If the selected payment method expires or is otherwise invalid, the Services will not automatically be terminated. You will remain responsible for all undisputed charges.

c. Taxes and Fees.

All fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "Taxes"). You will pay all Taxes associated with these Terms, excluding any taxes based on our net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to us, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. You will provide us with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

d. Price Changes.

If UJET changes the fees for the Service, including by adding additional fees or charges, UJET will provide you advance notice of those changes. If you do not accept the changes, UJET may discontinue providing the Service to you.

e. Billing Disputes.

You have thirty (30) days from receipt of an invoice or bill in which to initiate a dispute by emailing us at support@ujet.cx, otherwise you agree that you have waived all rights with respect to the time period for such billing/invoice. We will respond to any inquiry or dispute in a reasonable time, but until resolved, you agree to pay all invoices in a timely fashion, even those subject to dispute. You agree that you will initiate a dispute with us and seek resolution with us directly, prior to filing a dispute with your credit card company, bank, or any private or governmental third party.

f. Late Payments.

All fees are quoted in, and all payments must be made in U.S. dollars. Late payments will accrue interest at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower.

g. Non-Payment; Suspension

If any amount of fees is thirty (30) or more days overdue, UJET may, without limiting UJET's other rights or remedies, in its sole discretion, suspend provision of the Service to Customer until all amounts are paid in full. Customer agrees to pay all invoices in a timely fashion, even those subject to dispute.

8. Free Trial

If You register on UJET's website for a free trial, UJET will make the applicable Service(s) available to you on a trial basis free of charge until the earlier of: (a) the end of the free trial period, (b) the start date of any purchased Service subscriptions ordered by you, or (c) termination by UJET at any time in its sole discretion. Additional trial terms and conditions may appear during the trial registration. Any such additional

terms and conditions are incorporated into these Terms by reference and are legally binding.

DURING THE FREE TRIAL, THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, AND UJET SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE UJET’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$10.00. WITHOUT LIMITING THE FOREGOING, UJET DOES NOT REPRESENT OR WARRANT THAT (A) CUSTOMER’S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET YOUR REQUIREMENTS OR (B) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. YOU SHALL BE FULLY LIABLE UNDER THESE TERMS TO UJET FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH OF THESE TERMS DURING THE FREE TRIAL PERIOD AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

9. End Users; Call Recording; Emergency Calls

- a. Certain features of the Service allow you to interface and collect data from your end users. You are responsible for your end users, including: (a) any behavior by your end users that affects the Service, or otherwise violates these Terms; (b) informing your end users you are using a third-party Service to collect their data; (c) any inability by end users to use the Service; and (d) complying with all applicable privacy and data protection laws and regulations.
- b. Please note that while we offer the option for you to record calls, if you choose to use this service, then you must comply with all state and federal laws, regulations and rules, including but not limited to those regarding disclosure and consent, prior to recording any telephone calls and you expressly warrant and represent to UJET

that you shall comply at all times. We make no representations or warranties with respect to call recording.

- c. **You understand that the Service is not intended to support or carry emergency calls to any emergency services such as public safety answering points, or otherwise provide critical services where life or property is at risk.** You acknowledge that it is your responsibility to ensure that you have an alternate means to send and receive emergency calls.

10. User Content

a. User Content Generally.

Certain features of the Service may permit users, including end users, to upload content to the Service, including voice messages, SMS, photos, video, images, folders, data, text, and other types of works (“User Content”). You, or your end user, as applicable, retain copyright and any other proprietary rights that you may hold in the User Content that you upload to the Service.

b. Limited License Grant to UJET.

By uploading User Content, you grant UJET a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your User Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed, solely in connection with providing the Service.

c. User Content Representations and Warranties.

You are solely responsible for your User Content and the consequences of posting or publishing User Content. By posting or publishing User Content, you affirm, represent, and warrant that:

- i. you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize UJET and users of the Service to use and distribute your User Content as necessary to exercise the licenses

- granted by you in this section, in the manner contemplated by UJET, the Service, and these Terms; and
- ii. your User Content, and the use of your User Content as contemplated by these Terms, does not and will not: (i) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; (iii) include illegal content; or (iv) cause UJET to violate any law or regulation.

d. User Content Disclaimer.

We are under no obligation to edit or control User Content that you or other users post or publish, and will not be in any way responsible or liable for User Content. UJET may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates these Terms or is otherwise objectionable. You understand that when using the Service you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you have or may have against UJET with respect to User Content. We expressly disclaim any and all liability in connection with User Content. If notified by a user or content owner that User Content allegedly does not conform to these Terms, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, UJET does not permit, among other things, copyright-infringing activities on the Service.

11. Third-Party Services

Your use of the Service is subject to all additional terms, policies, rules, or guidelines applicable to the Service or certain features of the Service that we may post on our website, include on your Order Form or link to from the Service (the “Additional Terms”), such as end-user license agreements for any integrated software applications, or rules that are

applicable to a particular feature or content on the Service. All Additional Terms are incorporated by this reference into, and made a part of, these Terms.>

a. Background Functionality.

To provide certain components of the Service, we have integrated with certain third parties to provide background functionality upon which the Service relies to function properly, including but not limited to such service providers as Amazon Web Services, Twilio, Firebase, and others (“Service Providers”). While the systems and services of the Service Providers are generally reliable and robust, we cannot guarantee that they will not fail in a manner that renders certain components or all of the Service unusable by you. UJET is not responsible for such failure and outages or any other damages you may sustain due to the failure of the systems or services of such Service Providers. UJET’s sole liability and responsibility in the event of such failure is to work with the Service Providers to restore Service functionality in accordance with the SLA. >

b. Tools.

UJET may provide tools through the Service that enable you to export information, including User Content, to third party services, including through features that allow you to link your account on UJET with an account on the third party service, such as Zendesk or Salesforce, or through our implementation of third party buttons (such as Facebook “like” or “share” buttons) (“Third Party Services”). By using one of these tools, you agree that we may transfer that information to the applicable Third Party Service. Third Party Services are not under our control, and we are not responsible for any Third Party Service’s use of your exported information. The Service may also contain links to third party websites. Linked websites are not under our control, and we are not responsible for their content.>

c. Third Party Services and Integrations.

UJET may make Third Party Services and Integrations available to you. If you choose to use a Third Party Service or Integration,

then you may be required to accept the provider's terms of service ("Third Party Terms"). You acknowledge for each Third Party Service or Integration purchased, the Third Party Terms constitute a binding agreement between you and the relevant Third Party Services provider only. The Third Party Services provider is solely responsible for that Third Party Services or Integration, the content therein, and any claims that you or any other party may have relating to that Third Party Services or Integration. UJET is acting as agent for the Third Party Services provider in providing the Third Party Services or Integration. UJET is not a party to the license between you and the Third Party Services provider with respect to that Third Party Service or Integration; and UJET is not responsible for that Third Party Service or Integration, the content therein, or any claims that you or any other party may have relating to use of that Third Party Service or Integration. You acknowledge and agree that UJET is a third-party beneficiaries of the agreement between you and the Third Party Services provider, and that UJET has the right thereby to enforce such license against you. The Third Party Services provider's Terms shall not modify or otherwise supersede the terms and conditions of these Terms. By purchasing a Third Party Service or Integration, you grant UJET permission to share Customer Data with the Third Party Services provider as necessary in order to provide you with the Third Party Service or Integration.

UJET MAKES NO REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THIRD PARTY SERVICES OR INTEGRATIONS, INCLUDING BUT NOT LIMITED TO THE CONTINUING AVAILABILITY OF SUCH PARTY SERVICES OR INTEGRATIONS OR THE CONTINUING ABILITY TO USE AND INTEGRATE WITH UJET SERVICES. UJET CANNOT GUARANTEE THE CONTINUED AVAILABILITY OF SUCH THIRD PARTY SERVICES OR INTEGRATIONS AND MAY CEASE PROVIDING THEM WITHOUT ENTITLING YOU TO ANY REFUND, CREDIT, OR OTHER COMPENSATION IF THIRD PARTY PROVIDER CEASES TO MAKE THE THIRD PARTY SERVICES OR INTEGRATIONS AVAILABLE FOR INTEROPERATION WITH THE CORRESPONDING SERVICE FEATURES IN A MANNER ACCEPTABLE TO UJET.

12. Termination; Suspension; Discontinuation and Modification of the Service

a. End of Term.

You may terminate your account and subscription to the Service, effective as of the end of your then current Subscription Term by providing notice via email to support@ujet.cx at least thirty (30) days prior to expiration of the Subscription Term. Unless your account and subscription to the Service is so terminated, your subscription to the Service will automatically renew for a Subscription Term equivalent in length to the then expiring Subscription Term. If your subscription is not renewed, or you otherwise stop using the Services, you remain obligated to pay all outstanding fees incurred up to the effective date of termination.

b. Suspension.

We may suspend the Services immediately if we determine in good faith that:

- i. You or an End User has materially breached the Terms;
- ii. there is an atypical and significant spike or sustained increase in your use of the Services and that such increase is either the result of fraud, or adversely impacting the operating capability of the Services;
- iii. there is any use of the Services by you or an End User that threatens the security, integrity, or availability of the Services; or
- iv. You have provided account information that is untrue, inaccurate, or incomplete.
- v. We also reserve the right to modify or discontinue the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you.

c. Termination for Cause.

We may terminate your account and access to Services if:

- i. You or an End User has materially breached the Terms and the breach is either non-remediable, or has not been remedied within fifteen (15) days of notice.
- ii. Our provision of the Services is prohibited by applicable law or regulation;
- iii. There is any use of the Services by you or an End User that threatens the security, integrity, or availability of the Services, and such use is not cured immediately upon notice; or
- iv. You have provided account information that is untrue, inaccurate, or incomplete and such information is not corrected immediately upon notice.

d. Termination without Cause.

- i. UJET may terminate your account and access to Services at any time for any reason or no reason, with or without notice. You will be responsible for all fixed and variable fees incurred up to the effective date of termination.
- ii. You may terminate your account and access to Services at any time for any reason or no reason, effective upon notice. However, you will remain responsible for fixed fees calculated through the end of the current Subscription Term.

e. Modification of Services.

f. Effect of Termination, Suspension and/or Modification.

- i. UJET WILL HAVE NO LIABILITY WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR THE NATURE OF THE DAMAGES, RESULTING FROM OR RELATED TO THE TERMINATION, SUSPENSION OR MODIFICATION OF SERVICES.
- ii. Nothing in this Section limits UJET rights and remedies, including injunctive relief and monetary damages, available in law or equity.

13. Confidentiality.

a. Definition.

“Confidential Information” means any information (including any and all combinations of individual items of information) disclosed to you by UJET, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation,

research, product plans, products, services, equipment, customers, markets, software, inventions, discoveries, ideas, processes, designs, drawings, hardware, formulations, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, and equipment), whether or not designated as “confidential” at the time of disclosure; provided, Confidential Information may also include information of a third party that is in UJET’s possession and is disclosed to you in connection with your use of the Services. You shall at all times use your best efforts to preserve and protect the confidentiality of Confidential Information using procedures no less rigorous than those used to protect and preserve the confidentiality of your own proprietary information, but in no event less than a reasonable degree of care, until such time as all Confidential Information disclosed hereunder becomes publicly known or made generally available through no action or inaction by You.

b. Exceptions.

Confidential Information shall not include any information that you can establish: (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to you by UJET; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to you by UJET through no action or inaction by you; or (iii) is in your rightful possession without confidentiality obligations at the time of disclosure to you by UJET as shown by your then-contemporaneous written files and records kept in the ordinary course of business; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception.

c. Responsibilities.

You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without UJET’s prior written

consent. You shall not use any Confidential Information other than in connection with your proper and legitimate use of the Services. You shall notify UJET in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of these Terms, and will cooperate with UJET in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify UJET prior to such disclosure to allow UJET an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with UJET in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

14. Marketing and Publicity

- a. UJET may use your name and logo to accurately reference its relationship with you as a customer or otherwise in its marketing materials and on its website. Subject to your prior approval, which approval may not be unreasonably withheld, delayed, or conditioned, UJET may release a press release to announce its selection by Customer, which press release will include a quote by Customer.
- b. At UJET's request, you will: (i) work together on the creation of a customer success story, at UJET's cost and expense, and jointly promote PR or press coverage via social media; and (ii) consider in good faith additional marketing and promotional opportunities.
- c. UJET may place "powered by UJET" or similar language on public facing tools.

15. Modification of these Terms

We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies your rights

or obligations, you will be notified of the changes, and may be required to accept the modified Terms in order to continue to use the Service. Material modifications are effective upon your acceptance of the modified Terms. Immaterial modifications are effective upon publication. Disputes arising under these Terms will be resolved in accordance with the version of these Terms that was in effect at the time of the action underlying the dispute.

16. Ownership; Proprietary Rights

The Service is owned and operated by UJET. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, and all other elements of the Service (“Materials”) provided by UJET are protected by intellectual property and other laws. All Materials included in the Service are the property of UJET or our third-party licensors. Except as expressly authorized by UJET, you may not make use of the Materials. UJET and our third-party licensors reserve all rights to the Materials not granted expressly in these Terms.

17. Feedback

If you choose to provide input and suggestions regarding problems with or proposed modifications or improvements to the Service (“Feedback”), then you hereby grant UJET an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the Feedback in any manner and for any purpose, including to improve the Service and create other products and services.

18. Indemnity

You are responsible for your use of the Service, and you will defend and indemnify UJET and its officers, directors, employees, consultants, affiliates, subsidiaries, agents, and third-party licensees (together, the “UJET Entities”) from and against every claim, liability, damage, loss, and expense, including reasonable attorneys’ fees and costs, arising out of or in any way connected with: (a) your access to, use of, or alleged use of, the Service; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or

any applicable law or regulation; (c) your violation of any third-party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

19. Disclaimers; No Warranties

THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE UJET ENTITIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. THE UJET ENTITIES DO NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SERVICE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND DO NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE OR ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE WILL CREATE ANY WARRANTY REGARDING ANY OF THE UJET ENTITIES OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS. YOU ASSUME ALL RISK FOR ANY DAMAGE THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE, YOUR DEALING WITH ANY OTHER SERVICE USER, AND ANY MATERIALS OR CONTENT AVAILABLE THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SERVICE, AND

USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN MATERIALS OR CONTENT THROUGH THE SERVICE AND ANY ASSOCIATED SITES OR SERVICES, AT YOUR OWN DISCRETION AND RISK, AND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SERVICE), OR THE LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICE OR THE DOWNLOAD OR USE OF THAT MATERIAL OR CONTENT.

SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

20. Limitation of Liability

IN NO EVENT WILL THE UJET ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY UJET ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

EXCEPT AS PROVIDED IN SECTION 24, THE AGGREGATE LIABILITY OF THE UJET ENTITIES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR ANY INABILITY TO USE ANY PORTION OF THE SERVICE OR OTHERWISE UNDER THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF: (A) THE AMOUNT YOU HAVE PAID TO UJET FOR ACCESS TO AND USE OF THE SERVICE IN THE 6 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) \$100.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION 20 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

21. Governing Law

These Terms are governed by the laws of the State of California without regard to conflict of law principles. If a lawsuit or court proceeding is permitted under these Terms, then you and UJET agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California for the purpose of litigating any dispute. We operate the Service from our offices in California, and we make no representation that Materials included in the Service are appropriate or available for use in other locations.

22. General

These Terms, together with the Acceptable Use Policy and any other documents expressly incorporated by reference into these Terms, are the entire and exclusive understanding and agreement between you and UJET regarding your use of the Service. Except as expressly permitted above, these Terms may be amended only by a written agreement signed by authorized representatives of all parties to these Terms. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will

not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, Sections 2 – 4, 6, 7, 11, 12, 16, and 18 – 23, and the terms of any other incorporated documents that by their nature should survive, will survive.

23. Dispute Resolution and Arbitration

a. Generally.

In the interest of resolving disputes between you and UJET in the most expedient and cost effective manner, you and UJET agree that every dispute arising in connection with these Terms will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND UJET ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

b. Exceptions.

Nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action

is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement or misappropriation claim.

c. Detailed Procedures.

You can find our Arbitration procedures here: <https://ujet.cx/arbitration-procedures>

24. Consent to Electronic Communications

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.

25. Contact Information

The Service is offered by UJET, Inc., located at 201 3rd Street, Suite 950 San Francisco, CA 94103. You may contact us by sending correspondence to that address or by emailing us at legal@ujet.cx.