Terms and Conditions

Kokomo Solutions is the product owner of Kokomo24/7® School Safety Cloud™. It is a SaaS (Software-as-a-Service) solution provider based in Northbrook, Illinois. Kokomo24/7® is a safety cloud with comprehensive safety solutions encompassing Safety Cloud™, Incident Management (IMS) that not only tracks but also helps intervene future incidents from happening with the use of artificial intelligence. Its IMS is seamlessly integrated with Anonymous Reporting System (ARS) that ingests and vets reports from public. Then, both IMS and ARS feed its collected insights into the modern Emergency Operation Center (EOC) Support system tailor-made for education settings to handle real time emergencies.

This is Kokomo Solutions' general Terms.

1. Master Service Agreement. This Service Order between Customer and Kokomo Solutions, Inc ("**Kokomo**"). incorporates by reference the Master Service Agreement (the "**Agreement**") attached hereto as Exhibit A. Customer agrees to the Agreement, and Customer's access to the Service, as described in the Agreement, is at all times subject to the Agreement. Should the terms of this Service Order conflict with the term of any exhibits or other attachment hereto, including without limitation to the Agreement, the terms of this Service Order will prevail.

2. Additional User Licenses. This Service Order is for a maximum of Licensed Users. Unless otherwise specified in the Committed Fees table set forth above, any additional Users beyond the quantity set forth in the Committed Fees table ("**Additional Users**") may be added by Customer upon request at no additional charge for the duration of the Term.

3. Fees and Billing. Kokomo will invoice Customer immediately for prepayment amount, and payment will be due within fourteen (14) calendar days after the date of invoice. All payments must be made in U.S. dollars.

4. Taxes. All payments required by this Service Order exclude all sales, value-added, use, or other taxes and obligations, all of which Customer shall pay in full, excluding any taxes on Kokomo's net income.

5. Customer Reference. Customer agrees that Kokomo may use Customer's name and logo on the website located at kokomo247.com and for the purpose of marketing the Service, and to identify Customer as a customer of Kokomo.

6. Service Level Agreement. The response rate for requests through the Service will be less than ten (10) seconds ninety-five percent (95%) of the time ("Response Time SLA"). If the foregoing Response Time SLA is not met, then the Service will trigger either (1) a failover situation or (2) escalation to the engineering on-call team. Notwithstanding anything to the contrary in this Service Order or the Agreement, any remedies set forth in this Section shall be Customer's sole and exclusive remedies arising from or relating to any failure of Kokomo to meet the Response Time SLA. In the event that the number of Customer Users exceeds 1,000, then Kokomo shall not be liable for, and Customer shall be entitled to no remedies under, the Response Time SLA.

7. Notwithstanding anything in the Agreement to the contrary, this Service Order will automatically renew. Provided that Customer has no material breach of the Agreement or Service Order, Customer will have the option not to renew this Service Order at the end of the Initial Term by providing a written notice to Kokomo at least 15 days prior to the expiration of the Initial Term thereof.

Following is our detailed terms and conditions described in Master Service Agreement (MSA).

1. **Scope of Service** ○ <u>Accounts and Registration</u>. To access most features of the Service, Customer must register for a Kokomo account ("**Account**"). Customer agrees that the information it provides to Kokomo is and will be accurate and up-to-date in all material aspects at all times. Except for a breach of Kokomo's obligations hereunder or acts or omissions, Customer is solely responsible for maintaining the confidentiality of its Account and passwords of its Users, and Customer agrees to accept responsibility for all activities that occur under its Account. If Customer has reason to believe that its Customer Account is no longer secure, then Customer agrees to notify Kokomo as soon as possible at <u>support@Kokomo247.com.</u>
   ○ <u>Updates to Service</u>. Kokomo may develop and within commercially reasonable time upon completion of Service development, provide updates, upgrades, enhancements, bug fixes and workarounds for the Service on a regular basis ("**Updates**"). Updates are deemed to be a part of the Service and are included at no additional charge. ○ <u>Implementation Services</u>. Beginning on the Effective Date, Kokomo shall provide all Implementation Services necessary and appropriate for the proper configuration, set-up, and customization of the Service for Customer as set forth in the Service Order. In addition, Kokomo agrees to provide Customer and its Users with training with respect to the use of the Service as set forth in the Service Order. ○ <u>Support Services</u>. During the Term, Kokomo will promptly respond to Customer support requests and correct any failure of the Service to perform without material error or defect or otherwise in accordance with its published specifications and/or the requirements of this Agreement and the Service Order in material aspects ("**Support Services**"). Kokomo's Support Services hereunder will include, but will not be limited to, Kokomo will within commercially reasonable time promptly: (i) responding to questions about using the Service; (ii) exercising all commercially reasonable efforts to resolve functional problems or issues reported by Customer with respect to the Service; (iii) exercising all commercially reasonable efforts to resolve any technical problems or issues related to use, operation, or performance of the Service; and (iv) answering other questions and issues associated with the Users' use of the Service.

2. **Payment** ○ <u>Invoicing and Payment</u>. Access to the Service or to certain features of the Service may now or in the future require the payment of fees such as subscription fees ("**Fees**"). Fees shall be set forth on a Service Order agreed between the Parties which describes such Fees. Kokomo will charge Fees in US dollars or such other

method specified in the Service Order. Except as otherwise provided herein or Service Order, all Fees are non-refundable. Kokomo may add features to the Service on a going forward basis at any time and may charge additional Fees to be mutually agreed upon separately for such additional features if Customer elects in writing to use such features. Kokomo reserves the right, upon 7 days' prior written notice to Customer, to change the Fees charged for any subscription upon the renewal of such subscription and in any event not by more than the Consumer Price Index from year to year. Kokomo will invoice Customer in accordance with the relevant Service Order. Unless otherwise stated in the Service Order, invoiced charges are due thirty (30) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information and notifying Kokomo of any changes to such information. If Customer's payment method fails or its accounts are past due, (a) Customer agrees to pay all amounts due upon demand by Kokomo, (b) Kokomo may collect Fees owed using other collection mechanisms (including charging other payment methods Customer may have on file with Kokomo), provided that Kokomo gives at least ten (10) business days' written notice to Customer of such payment failure, (c) Kokomo reserves the right to either suspend or terminate Customer's Account or access to the Service, provided that Kokomo gives at least ten (10) business days' written notice to Customer of such payment failure, and (d) Customer agrees to pay a late fee of one and one half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. ○ Collection Fee. In the event Customer fails to pay overdue charges, Kokomo may refer Customer's account(s) to a third party for collection. Customer agrees that if it becomes necessary for Kokomo to refer Customer invoices to a third party for collection, Kokomo will charge a collection fee at the maximum percentage permitted by applicable law, but not to exceed 18%, to cover the internal collection-related costs Kokomo has incurred on such invoices through and including the date on which Kokomo refers the invoices to such third party. To the extent permitted by law, Customer agrees to pay Kokomo any reasonable and documented additional costs and fees Kokomo reasonably incurs to collect amounts outstanding on Customer invoices. Customer expressly authorizes, and specifically consents to allowing, Kokomo and/or its outside collection agencies, outside counsel, or other agents to contact Customer in connection with any and all matters relating to unpaid past due charges billed by Kokomo to Customer. Customer agrees that, for attempts to collect unpaid past due charges, such contact may be made to any mailing address, telephone number, cellular phone number, e-mail address, or any other electronic address that Customer has provided, or may in the future provide, to Kokomo. Customer agrees and acknowledges that any e-mail address or any other electronic address that Customer provides to Kokomo are Customer's private address and are not accessible to unauthorized third parties. For attempts to collect unpaid charges, Customer agrees that, in addition to individual persons attempting to communicate directly with Customer, any type of contact described above may be made using, among other methods, pre-recorded or artificial voice messages delivered by an automatic telephone dialing system, pre-set e-mail messages delivered by an automatic e-mailing system, or any other pre-set electronic messages delivered by any other automatic electronic messaging system. ○ Payment Disputes. Kokomo shall not

exercise its rights under Section 3.1 (Invoicing and Payment) or 3.2 (Collection Fee) with respect to those charges that are under reasonable and good faith dispute and for which Customer is cooperating diligently to resolve the dispute.

3. **Licenses** o License from Kokomo to Customer. Subject to this Agreement, Kokomo grants to Customer and its Users a worldwide, non-exclusive, nontransferable (except as otherwise expressly permitted herein), terminable license to use the Service

   o Customer Data. If Customer inputs any Customer Data for processing through the Service, then Customer grants to Kokomo a worldwide, non-exclusive, royaltyfree license, for the duration of this Agreement, to such Customer Data for the sole purpose of providing the Service to Customer in accordance with this Agreement. Kokomo shall not, now or in the future, sell or disclose any Customer Data to any third party.

4. **Confidentiality and Data Security** o Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information or the circumstances of disclosure. Customer's Confidential Information shall include the Customer Data; Kokomo's Confidential Information shall include the Service; and Confidential Information of each Party shall include the terms and conditions of this Agreement and all Service Orders, as well as each Party's respective business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.

   o Exclusions. However, Confidential Information (other than Customer Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as evidenced by the records of the Receiving Party.

   o Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall protect the Disclosing Party's Confidential Information by using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), and shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound by confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall promptly notify the Disclosing Party upon becoming aware of any unauthorized access, use,

or disclosure of the Disclosing Party's Confidential Information. ○ Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. ○ Return of Customer Data. Upon expiration or termination of this Agreement and otherwise at any time, Kokomo shall: (a) within 30 days, return to Customer, in a format and media mutually agreed between the Parties, all or any part of the Customer Data; and (b) erase or destroy all or any part of the Customer Data in Kokomo's possession or control, in each case to the extent so requested by Customer.

- ○ No License. Except as expressly set forth herein, no license or other rights to Confidential Information are granted or implied hereby by either Party. ○ Privacy Policy. The Kokomo Privacy Policy is hereby incorporated by reference into, and made a part of, this Agreement. If there is any conflict or inconsistency between this Agreement and the Kokomo Privacy Policy, this Agreement will control.

- ○ Data Security. Kokomo shall ensure that its personnel and subcontractors who have access to Customer Data shall, at all times, utilize appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Service and all Customer Data (including, to the extent applicable, use of encryption, firewall protection, intrusion detection and prevention tools and network management applications), all in accordance with generally accepted industry standards and the requirements of applicable data protection and privacy laws and regulations. In the event that Kokomo discovers any breach of security with respect to the Services or any Customer Data ("Security Breach"), Kokomo shall: (i) immediately (within 24 hours) notify Customer of the Security Breach; (ii) perform an investigation to learn the cause of the Security Breach; (iii) take commercially reasonable measures to prevent such a Security Breach in the future; and (iv) take commercially reasonable efforts to resolve any such Security Breach and fully cooperate with Customer in complying with any notification or other regulatory requirements that may result from such Security Breach.

5. **ACCEPTABLE USE**
BY USING THE SERVICE CUSTOMER AGREES NOT TO:

- use the Service for any illegal purpose, or in violation of any local, state, national, or international law, or otherwise to engage in or promote harmful, offensive, inappropriate, fraudulent, or deceptive activities;
- use the Service to violate, or encourage others to violate, the rights of third parties;

- import into the Service or collect any Customer Data or other content that is unlawful, defamatory, libelous, or invasive of privacy through Customer's Customer Applications or otherwise;
- without prior written consent of Kokomo, sell, sublicense, rent, lease, or otherwise transfer the access granted herein to the Service or any Materials other than to Affiliates, including on a time-share or service bureau basis, or copy, modify or distribute any portion of the Service;
- use or apply, directly or indirectly, the Service in any manner competitive with the business of Kokomo.
- use the Service to violate the security or integrity of, or otherwise abuse, or attempt to gain access to any application, computing device, system or network (each a "**System**") of any party, including those Systems that connect to the Service, except as required to access the Service as provided hereunder;
- use the Service to distribute or facilitate the sending of unsolicited mass email or other messages, promotions or solicitations (e.g., "spam"), including advertising or other announcements of any kind;
- disassemble, decompile, reverse engineer or otherwise attempt to discover the source code of the Service or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
- intentionally interfere with or damaging operation of the Service or any user's enjoyment of it, including by uploading or otherwise disseminating viruses or other malicious code; or
- permit or authorize a third party to do any of the foregoing.

6. **Term; Termination; Discontinuation and Modification of the Service**.
   - Term. This Agreement commences on the Effective Date and shall continue in full force and effect until all subscriptions granted in accordance with this Agreement or a Service Order have expired or been terminated. The term of this Agreement shall commence on the start date specified in the applicable Service Order and continue for the subscription term specified therein ("**Initial Term**") or the subscription term of any subsequent Service Order entered into between the parties ("**Renewal Term**") (the Initial Term and the Renewal Term collectively the "**Term**"). Except as otherwise specified in the applicable Service Order, all subscriptions shall automatically renew for additional Renewal Terms equal to the expiring Term unless either Party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Term.
   - Termination for Cause. A Party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Customer shall have no obligation to pay for any Fees covering the remainder of the term of all subscriptions after the effective date of termination. Unless otherwise stated in the applicable Service Order, upon any termination for cause by Kokomo, Customer

shall pay any unpaid Fees covering the remainder of the term of all Service Orders after the effective date of termination. In no event shall any termination relieve Customer of the obligation to pay any Fees payable to Kokomo for Service rendered in accordance with this Agreement for the period prior to the effective date of termination.

- o Termination for Convenience. Customer may terminate this Agreement at any time, for reason or no reason, upon thirty (30) days prior written notice to Kokomo. Unless otherwise set forth in an applicable Service Order, if Customer terminates this Agreement pursuant to this Section 7.3, Customer shall not be entitled to any refund and shall remain obligated to pay, as liquidated damages and not as a penalty, all outstanding Fees and charges, if any, not prepaid and owed relating to Customer's use of the Service at the time of such termination for the remainder of the Term under the applicable Service Order. o Effect of Termination. Upon expiration or termination of this Agreement, (i) Customer's and Users' right to access and use the Service shall immediately terminate, (ii) Customer and its Users shall immediately cease all use of the Service, and (iii) each party shall return or destroy (at the other party's election) and make no further use of any Confidential Information, materials, or other items (and all copies thereof) belonging to the other party. o Modification of the Service. Kokomo reserves the right to make non-material modifications to the Service at any time with reasonable prior written notice to Customer, provided that such changes do not materially reduce the functionality of the Service. We will have no liability whatsoever on account of any such nonmaterial change to the Service.

7. **Ownership; Proprietary Rights**

The Service is owned and operated by Kokomo. The Service and the Materials are protected by all relevant intellectual property and proprietary rights and applicable laws. Except for any Customer Data, all Materials contained in the Service are the property of Kokomo or our thirdparty licensors. Except as expressly authorized by Kokomo, Customer may not make use of the Materials. Kokomo reserves all rights to the Materials not expressly granted in this Agreement. Customer retains copyright and any other proprietary rights it holds in the Customer Data that Customer imports to the Service.

8. **Indemnity** o Indemnification by Kokomo. Kokomo shall defend, indemnify and hold Customer, and its respective officers, directors, partners, employees, consultants, contractors, Affiliates, subsidiaries and agents ("**Customer Indemnitees**") harmless against any loss, damage, costs, liability or expenses (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against any Customer Indemnitee by a
third party arising out of or in any way connected with: (i) any claim that the use of the Service as contemplated hereunder infringes or otherwise violates the patent, copyright, trade secret or other intellectual property or proprietary rights of such third party; (ii) Kokomo's violation of this Agreement or any representation or warranty referenced herein, or any applicable law or regulation; or (iii) Kokomo's violation of

any third party right, including without limitation any publicity, confidentiality, property or privacy right, provided that Customer (a) gives written notice of the Claim to Kokomo; (b) gives Kokomo control of the defense and settlement of the Claim (provided that Kokomo may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Kokomo, at Kokomo's cost, all reasonable assistance. Kokomo may, at its expense: (i) procure for Customer the right to continue using the Service under the terms of this Agreement; (ii) replace or modify the Service to be noninfringing without material decrease in functionality; or (iii) if the foregoing options are not reasonably practicable, terminate the license for the infringing Service and relieve Customer of any obligation to pay Fees for the remainder of the Term following the effective date of termination, in which event Kokomo shall promptly issue to Customer a prorated refund of any pre-paid but unused Fees. ○ <u>Indemnification by Customer</u>. Customer agrees that it is responsible for Customer's and its Users' use of the Service, and Customer agrees to defend, indemnify and hold harmless Kokomo and its officers, directors, partners, employees, consultants, contractors, Affiliates, subsidiaries and agents (collectively, the "**Kokomo Indemnitees**") from and against any and all claims, liabilities, damages, losses, costs and expenses, including reasonable attorneys' and accounting fees and costs, incurred in connection with any Claims made or brought against any Kokomo Indemnitee by a third party arising out of or in any way connected with: (i) Customer's or its Users' access to, use of or alleged use of the Service in violation of this Section 6 (Acceptable Use), (ii) Customer's violation of this Agreement or any representation or warranty referenced herein, or any applicable law or regulation, (iii) Customer's violation of any third party right, including without limitation any Intellectual Property Right, publicity, confidentiality, property or privacy right, or (iv) any disputes or issues between Customer and any third party (except to the extent caused by Kokomo's breach of this Agreement or negligent or willful acts or omissions); provided that Kokomo (a) gives written notice of the Claim to Customer, (b) gives Customer control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Kokomo of all liability), and (c) provides to Customer, at Customer's cost, all reasonable assistance.

9. **Warranty; Disclaimers** ○ <u>Mutual Representations</u>. Each Party represents and warrants that: (i) it has the right to enter into this Agreement and any Service Order, doing so will not interfere with its contractual obligations to any third party, and the executed Agreement or Service Order shall constitute a valid binding obligation of such Party, and (ii) it will comply with all applicable law, including applicable data protection and privacy laws and regulations, in performing its obligations under this Agreement. ○ <u>Kokomo Representations</u>: Kokomo further represents and warrants that (i) it is the creator and owner of the Service, or has the necessary licenses, rights, consents, or permissions to authorize Customer and its Users to use the Service in accordance with this Agreement, (ii) it will provide the Service and all Implementation Services and Support Services in a professional and workmanlike manner and in accordance with generally accepted industry standards, (iii) it will maintain industry standard security measures to safeguard Customer Data in

accordance with the requirements of this Section 5.8 and all applicable law, (iv) the Service shall operate without material defect and error and will substantially conform to the functionality set forth herein, and any applicable documentation and specifications provided by Kokomo, (v) the Service and materials do not and will not infringe, violate, or misappropriate any third party right, including any Intellectual Property Right, privacy right, or right of publicity, and (vi) to the best knowledge of Kokomo, the Service and Materials do not and will not contain any computer virus, malware, Trojan horse, worm, time bomb, back door, trap door, or other malicious code. o   Customer Representations. Customer further represents and warrants that (i) it is the creator and owner of the Customer Data, or has the necessary rights, licenses, consents, and permissions to use and authorize Kokomo and users of the Service to use and distribute the Customer Data as necessary to provide the Service to Customer as contemplated hereunder, and (ii) Customer Data, and the use thereof in connection with providing the Service, does not and will not 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.

o   Use Disclaimer. Kokomo shall have no liability for any claims, losses, or damage to the extent caused by errors or omissions in any information provided to Kokomo by Customer in connection with the Service or any actions taken by Kokomo at Customer's direction. Kokomo shall have no liability for any claims, losses or damages arising out of or in connection with Customer's or any User's use of any material, information or results available through any third-party products, services, software or web sites that are accessed from within the Service. The Service may also contain links to third-party websites. Such linked websites are not under our control, and we are not responsible for their content.

Kokomo reserves the right to immediately suspend Customer's use of the Service or, at any time, to remove any Customer Data, with concurrent notice (and provided that Kokomo shall endeavor to provide prior notice when possible or permitted), in instances where failure to immediately suspend such access or remove such Customer Data would violate applicable law, or cause a material and incurable harm to the rights of a third party or Kokomo.

o   General disclaimer. Except as provided in this Agreement or Service Order, the service is provided "as is" and on an "as available" basis, without warranty or condition of any kind, either express or implied. Except as expressly provided in this Agreement or any such Service Order, the Kokomo entities specifically (but without limitation) disclaim (i) any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement; and (ii) any warranties arising out of course-of-dealing, usage, or trade. Except as otherwise provided in this Agreement or Service Order, Customer assumes all risk for all damages that may result from customer's use of or access to the service.

o   The Service is not designed, intended, or authorized to process Protected Health Information under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Where the Customer's use of the Service violates its own obligations under HIPPA, Customer shall indemnify and hold Kokomo harmless and its

agents, employees, assigns from and against any and all claims, liabilities, assertions, damages, losses, costs and expenses, including any attorney fees incurred in connection with any claims made or brought against Kokomo or its agents, employees, assigns by a third party arising out of or in any way connected with the Customer's noncompliance of HIPAA.

o   Some jurisdictions do not allow the exclusion of certain warranties in certain circumstances. Therefore, some of the limitations set forth above may not apply.

10. **Limitation of Liability**   o   In no event shall either Party have any liability to the other Party for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort (including negligence) or under any other theory of liability, and whether or not the Party has been advised of the possibility of such damages.

o   In no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, exceed five times (5x) the total Fees paid or payable under this Agreement to Kokomo by customer for access to and use of the Service during the preceding twelve (12) month period. o   The foregoing shall not limit customer's payment obligations hereunder. In addition, notwithstanding anything in this Section 11 to the contrary, there shall be no limitation on the type or amount of a party's liability for the following: (i) damages resulting from a party's breach of its confidentiality or data security obligations under Section 5 of this Agreement, (ii) damages resulting from a party's gross negligence or willful misconduct, or (iii) a party's indemnification obligations for infringement of a third party's intellectual property hereunder. Some jurisdictions do not allow the disclaimer of warranties or limitation of liability set forth in this agreement in certain circumstances. Accordingly, some of the above limitations may not apply.

11. **Governing Law**

This Agreement shall be governed by the laws of the State of Illinois without regard to conflict of law principles. To the extent that any lawsuit or court proceeding is permitted hereunder, Customer and Kokomo agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Illinois for the purpose of litigating all such disputes.

12. **General**
   o   <u>Entire Agreement</u>. This Agreement, together with the Privacy Policy, the Service Order, the Exhibits, and any other agreements expressly incorporated by reference herein, as applicable, constitutes the entire and exclusive understanding and agreement between Customer and Kokomo regarding Customer's use of and access to the Service and, except as expressly permitted above, may only be amended by a written agreement signed by authorized representatives of the Parties.
   o   <u>Assignment</u>. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing,

either Party may assign this Agreement in its entirety (including all Service Orders), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

o   <u>Aggregated Anonymous Data</u>. Kokomo may collect aggregate data about Customer's use of the Service that is non-personally identifiable with respect to Customer or any User or individual ("**Aggregated Anonymous Data**"), and may use and disclose the Aggregated Anonymous Data for the purpose of providing and enhancing the Service. Aggregated Anonymous Data that is derived from Customer Data shall not be considered Customer Data for the purposes of this Agreement. o   <u>Waiver</u>. Any waiver by a Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers shall be in writing. o   <u>Headings</u>. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions.

o   <u>Severability</u>. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect. o   <u>Survival</u>. Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration.

o   <u>Notices</u>. Any notices provided by Kokomo under this Agreement, including those regarding modifications to this Agreement, will be given: (i) via email; or (ii) by posting to the Service. Any other notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the Service Order or to such other addresses of which a party shall have notified the others in accordance with the provisions of this Section 13.8, and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be notified, (b), if sent by electronic mail or facsimile (with electronic confirmation of receipt) on the recipient's next business day, (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt"

o   <u>Force Majeure</u>. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of events beyond the reasonable control of such Party, which may include without limitation denial-of-service attacks, strikes (except by its own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, pandemic, earthquakes and material shortages (each a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations effected by the Force Majeure

Event for so long as the event continues and such Party continues to use commercially reasonable efforts to resume performance. o Compliance with Laws. Each Party agrees to comply with all applicable laws, including U.S. export laws, and regulations with respect to its activities hereunder. o Relationship Between the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party will have the power to bind the other or to incur obligations on the other's behalf without such other Party's prior written consent.

- o Feedback. If Customer or Customer's Users submit suggestions, ideas, comments, questions, or post any information through the Service ("Feedback"), Customer grants Kokomo and its Affiliates a worldwide, non-exclusive, royalty-free, perpetual, and irrevocable right to use (and full right to sublicense), reproduce, modify, adapt, publish, translate, create derivative works from, such Feedback.
- o Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, specific performance or other equitable relief to prevent the violation or threatened violation of the other party's obligations hereunder, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.
- o No Third-Party Beneficiaries. This Agreement is for the sole benefit of the signatories and are not intended to benefit any third party.

13. **Service Level Agreement (SLA) on Support** o Service-Level Agreement (SLA) on Support for Customers who purchased Kokomo's Premium Service Plan - To provide smooth and stable operation during a critical system failure or natural disaster, we will provide a 24/7/365 full and tiered support system. Kokomo will provide a 24/7/365 full and tiered support system consisting of

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    - ▢ End User: Issue reporting within Kokomo 24/7™ application or by email ▢ Support Center:
    - ▢ Tier 1 email with a 24-hour response: the support staff will either validate or acknowledge the reported issue and respond to the end user within 24 hour. A ticket will be generated by our Service Management portal (Hubspot). Email communications to start resolving the reported issue commence. If the attempt to resolve the issue does not closed within a reasonable time, the ticket is escalated to Tier 2.
    - ▢ Service Operation Center:

- Tier 2 live person outbound call only: the technical PM (project manager) or engineer will arrange a time to meet over online meeting or arrange a call to the end user to troubleshoot. If the ticket is not resolved within a reasonable time, the ticket is escalated to Tier 3 via Tier 2 engineer.
- Tier 3 engineer interact with Tier 2 support: Tier 3 engineers will be involved in the continued effort to resolve with Tier 2 engineer.
  - Management: aggregation of issues and monthly review