



TERMS OF SERVICE

These Terms of Service (“TOS”) constitute a legal agreement and are entered into by and between **Ninja Partners, LLC**, a Delaware limited liability company (“**SupportNinja**”) and the legal entity, including its Affiliates (collectively the “**Client**”), identified in the applicable Order or Statement of Work (each defined below). By accepting these TOS, either by executing an Order or Statement of Work that references these TOS, Client agrees to the terms of these TOS. These TOS, and the applicable Order and/or Statement of Work are collectively referred to as the “**Agreement**.” Client and SupportNinja may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties**.”

In consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

DEFINITIONS. Capitalized terms not otherwise defined have the meaning set forth below.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. For purposes of this Agreement, “control” means direct or indirect ownership or control of 50% of the voting interests of the subject entity.

“**Client**” is the entity executing an Order and/or Statement of Work.

“**Effective Date**” refers to the date as of which authorized representatives of both Parties have signed an ordering document (either an applicable Order or Statement of Work) which incorporates these TOS by reference. If those authorized representatives sign on different dates, the Effective Date is the date of the latter signature.

“**Order**” means an ordering document for Client’s purchase of Services that incorporates the TOS by reference and is signed by both Parties. The Order may include the terms of the SOW.

“**Services**” are, collectively, the duties to be performed by SupportNinja according to the requirements of any Statements of Work.

“**Statement of Work**” or “**SOW**” is a document signed by both Client and SupportNinja which specifies the consulting or project services to be provided for or made available to Client on an ad hoc basis, by SupportNinja. An SOW will (i) identify the duties that each Party agrees to perform and, if applicable, the time period during which those duties are to be performed and/or completed; (ii) identify any Deliverables (defined in Section 7.1) to be provided by SupportNinja to Client; (iii) state any payments to be made by Client and any other applicable economic terms; and (iv) include any additional terms or conditions that the Parties desire to include related to the rights and duties of the Parties under that SOW.

2. SERVICES.

2.1 **SOWs.** SupportNinja agrees to perform all Services required to be performed by all Statements of Work. SupportNinja will perform the Services according to any schedules that are stated in the applicable SOW(s) and will provide all Deliverables when and

as required to be provided. Upon Client’s request from time to time, SupportNinja agrees to negotiate additional SOWs. For purposes of this Agreement, the initial SOW will be included within the initial Order. Each SOW shall become effective when it has been signed by authorized representatives of both Parties.

2.2. **Change Orders.** In the event either Party requires a material change to an SOW, such Party will provide a written service modification, amendment, or change order to the other for approval, specifying the change required (each a “**Change Order**”). Each Party agrees that a Change Order may necessitate a change in the delivery schedule and dues due under the applicable SOW and any Change Order must be agreed upon by both Parties in writing.

2.3. **Precedence.** In the event of a conflict between the terms and conditions of the TOS and those of an SOW, the terms and conditions of the TOS will control, unless specifically stated otherwise in the ‘Additional Terms and Conditions’ section of the applicable SOW.

2.4. **Client Assistance.** Client shall provide SupportNinja in a timely manner at no charge with such resources, information, and assistance as SupportNinja may reasonably request in connection with the performance of the Services under this Agreement. In the event the Services are provided on Client’s premises, Client shall provide safe and adequate space, power, network connections and such other resources as reasonably requested by SupportNinja.

2.5. **Client Materials.** Client acknowledges that in order to perform the Services, SupportNinja may require access to certain Client software, systems, applications, data, or other information or material of Client or Client’s suppliers (“**Client Materials**”) in support of the scope of Services. Accordingly, Client hereby grants to SupportNinja a non-exclusive, non-transferable license to use Client Materials as necessary for SupportNinja to perform the Services. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all Client Materials supplied by Client.

2.6. **Process Data.** SupportNinja may collect certain operational, technical, or other process-related data in connection with its provision of the Services (collectively, and including any

derivatives thereof, “**Process Data**”). SupportNinja will have the right to analyze, create derivatives of, and otherwise use and share Process Data to: (i) provide analytics and recommendations to Client, and (ii) for its own development purposes and for its other customer offerings, provided it may not disclose Process Data in any manner that could reasonably identify Client or any individual.

3. CONSIDERATION

3.1. Consideration. In consideration for the Services, Client shall pay SupportNinja certain charges and dues (collectively, “**Dues**”). Dues include but are not limited to (i) “**Staffing Dues**” which are based on the billable rates set forth in the applicable SOW and (ii) any additional dues agreed by the Parties in the applicable SOW and this Agreement. All Dues hereunder are non-refundable unless otherwise expressly agreed in writing by SupportNinja. Unless otherwise agreed in an SOW, all Dues are quoted and payable in dollars of the United States of America (USD). Any volume-based or promotional discounts contained in an SOW or Order are valid only for the applicable Order or SOW and, unless otherwise agreed in writing by SupportNinja, may not be carried over to any future Changes Orders or renewals of an SOW or additional Orders which will be at the applicable list price.

3.2. Expenses. Except as expressly set forth in this Agreement, each Party will bear its own costs and expenses incurred in connection with the performance of its obligations under this Agreement. No Party shall have any right to any reimbursement, payment, or compensation of any kind from the other for such obligations and efforts except as expressly set forth in these TOS, the applicable SOW or Change Order.

3.3. Invoicing; Payment. SupportNinja shall invoice Client by the third (3rd) business day of each month for the Dues for the current month (each an “**Invoice**”). Client agrees to pay undisputed dues no later than thirty (30) days following the date the applicable invoice is sent to Client. Payment shall be paid by ACH deposit as follows:

Ninja Partners, LLC | Webster Bank, National Association
| 436 Slater Road, New Britain, CT 06053
Account Number: 0024158606
Routing Number: 211170101

3.4. Late Payment. Any Dues not paid when due shall be subject to monthly compounding interest at a rate of 5%, without affecting any other rights or remedies of SupportNinja. Additionally, SupportNinja may suspend any or all Services hereunder, with or without advance notice, until all overdue dues and accrued interest have been paid in full. Notwithstanding any other provision of this Agreement (including dispute resolution provisions), SupportNinja may engage the services of a collection agency to recover any overdue Dues and the interest assessed thereon, and Client will reimburse SupportNinja for any costs related to such collection efforts.

3.5. Disputed Charges. If Client has a bona fide dispute with respect to invoiced amounts, Client must notify SupportNinja in

writing of any dispute or disagreement within ten (10) days after the date of Invoice. Absent such notice, Client shall be deemed to have agreed to the charges as invoiced after the expiration of such time period. Client agrees to identify the specific charge(s) in dispute and provide a reasonably detailed written explanation of the basis for the dispute; to reasonably cooperate with SupportNinja in investigating and resolving the dispute; and to pay all undisputed amounts when due.

4. STAFFING; WORK HOURS; OVERTIME

4.1. Staffing. SupportNinja shall perform the Services using personnel (meaning employees and independent contractors) (each an “**Staff Member**”) in accordance with the job titles and billable rates set forth in the applicable SOW or Change Order. Except as expressly set forth in this Agreement, SupportNinja shall retain the sole and exclusive control over its personnel for purposes of performing the Services, including but not limited to the recruitment, hiring, performance management, and termination of such personnel.

4.2. Workdays & Rest Days. A “**Workday**” for any given Staff Member means each 9-hour block (8 hours billable and a 1-hour break) that such Staff Member is scheduled to work. Unless otherwise agreed in the applicable SOW, Workdays will be staggered to accommodate for coverage on each of 5 days per 7 consecutive day period beginning on each Sunday. A “**Rest Day**” means any day that is not a Workday for a given Staff Member.

4.3. Personal Days. In the event a Staff Member does not perform Services on any given Workday due to illness, injury, or another personal reason, SupportNinja will use all commercially reasonable efforts to replace such member with an alternate staff member of similar skill level. Client will receive a service credit to offset billable dues attributable to this Staff Member if the number of missed scheduled Workdays exceeds three (3) consecutive days and that Staff Member is not replaced by an alternate Staff Member of similar skill level.

4.4. Overtime Hours. Client may request in writing that SupportNinja Staff Members work overtime (meaning any hours beyond 9 hours in any given Workday, or any hours during Rest Days). Any such overtime will be charged at a premium rate of 1.5 times the standard applicable rates set forth in this SOW (“**Premium Rate**”). Client agrees and understands that all overtime shall be managed in compliance with applicable local law.

4.5. Holidays. SupportNinja observes and designates official holidays as listed by applicable local government or any other official source. Client shall incur fees at the Premium Rate for all scheduled Workdays scheduled on a designated holiday if Staff Members performs services in that country. If Client requests or instructs Staff Members not to perform Services on a scheduled Workday due to a holiday or for any other reason, Client shall still incur fees for that Workday. Refer to Appendix A for links to official holidays per each country where SupportNinja operates.

4.6. Staffing Levels.

(a) Reductions. To reduce the number of Staff Members, Client must submit written notice of such reduction at least ninety (90) days in advance of the requested reduction date.

(b) Permanent Increases. Client may request a permanent increase to the number of Staff Members by submitting a written request to SupportNinja. SupportNinja will use commercially reasonable efforts to accommodate any such request, but any such increase will only take effect upon mutual execution of a Change Order. Any such increased staffing levels will continue in effect unless and until adjusted pursuant to Section 4.6(a) above.

(c) Seasonal / Short-Term Increases. Client may request a seasonal or short-term increase to the number of Staff Members by submitting a written request to SupportNinja at least thirty (30) days in advance of the requested increase date. Any such increases will only take effect upon mutual execution of a Change Order. Such increases will incur higher Staffing Dues by twenty percent (20%). Seasonal or short-term increases will be in effect for a minimum of three (3) months, at which point the staffing levels will automatically return to the levels in place before such increase, unless extended by mutual agreement of the parties.

5. TERM & TERMINATION

5.1. Term. This Agreement will begin on the Effective Date and shall remain in effect as set forth in the applicable SOW, unless earlier terminated in accordance with one of the situations permitting termination as described below (the “**Initial Term**”). After the Initial Term, the Agreement will automatically renew for successive one (1) year periods (each, a “**Renewal Term**”, and together with the Initial Term, the “**Term**”), unless earlier terminated as indicated below.

5.2. Pricing. Upon the annual anniversary of the Effective Date, all staffing billable rates under any SOW will increase by five percent (5%) unless otherwise agreed upon in writing by the Parties in the applicable SOW. Staff Member promotions may be reviewed with the client on a semi-annual basis and rate card changes may be reviewed with the Client on an annual basis.

5.3. Termination for Cause. Either Party may terminate this Agreement at any time for cause if (a) the other Party materially breaches this Agreement and fails to cure the same within thirty (30) days of receiving written notice of such breach, or (b) the other Party ceases its operation, dissolves, or commences any bankruptcy, receivership, or other procedure for the relief from creditors. Examples of material breach include but are not limited to (i) lack of provision of contracted Services for longer than 48 hours without adequate notice, or timeline provided to get Services back up to normal, or without a Force Majeure justification, (ii) downtime of IT provisioning for rendering of Services for longer than 24 hours, and (iii) discontinued communication and/or action plans surrounding provision of services for prolonged periods, which is of detriment to the service.

5.4. Termination for Convenience. Notwithstanding anything herein to the contrary, (a) if not completely satisfied during the first

thirty (30) days following the Effective Date, Client shall have the right to cancel the applicable Order or SOW for convenience and without penalty; and (b) each Party shall have the right to terminate for convenience with a ninety (90)-day written notice to the other Party, subject to Section 5.5 below.

5.5. Effect of Termination. Upon termination or expiration of this Agreement, (i) each Party shall promptly deliver to the other any property of the other in its possession or under its control, including any and all Confidential Information (defined below) of the other, pursuant to this Agreement, and (ii) subject to Section 5.4, all Dues that have accrued prior to the effective date of termination or expiration shall become immediately due and payable. Termination or expiration of this Agreement will not affect any liabilities or obligations accruing prior to such termination or expiration. The provisions of Sections 2.6, 3 (with respect to any Dues incurred during the Term), 5.5, and 6 through 13 shall survive any termination or expiration of this Agreement.

6. CONFIDENTIAL INFORMATION

6.1. Defined. “**Confidential Information**” includes, without limitation, any non-public information relating in any way to either Party's business models, policies, procedures, requirements, practices, intellectual property, trade secrets, systems, strategies, techniques, technology, sales presentation, Client's customer data, pricing and cost information, marketing plans, forecasts, software, systems, infrastructure, or processes whether obtained before or after the Effective Date, or other information of a similar nature, not generally disclosed to the public, including but not limited to, any such information designated by either Party as confidential or which should be reasonably understood to be confidential.

6.2. Exceptions. The obligations imposed by this Section shall not apply to any Confidential Information that (i) is proven to have been lawfully received from a third party without accompanying use or disclosure restrictions; (ii) is proven to have been independently developed by a Party's employees and/or agents; (iii) becomes publicly known without breach of this Agreement by a Party or its employees and/or agents; (iv) is approved for release in writing by an authorized representative of the disclosing Party; or (v) is required to be disclosed pursuant to direct order of a court of competent jurisdiction, duly authorized subpoena, or governmental authority.

6.3. Obligations. Each Party in receipt of Confidential Information of the disclosing Party agrees: (i) to maintain in strict confidence all such Confidential Information; (ii) not to disclose any such Confidential Information without the prior express written consent of the disclosing Party, except to its employees and/or agents on a need-to-know basis and who are under an obligation of confidentiality at least as strict as in this Section 6; (iii) not to use such Confidential Information for any purpose other than that for which it is disclosed under this Agreement. The obligations of confidentiality in this Section 6 will survive the termination or expiration of this Agreement for a period of 3 years.

6.4. Return of Confidential Information. Upon the written

request of the disclosing Party, or promptly upon termination of this Agreement, the receiving Party shall return, or certify that it has destroyed, all Confidential Information disclosed under this Agreement and any and all documents or les, whether paper, computer, electronic, or otherwise, containing such Confidential Information of the disclosing Party.

6.5. Remedies. Notwithstanding any other provisions of this Agreement, each Party acknowledges that monetary remedies may be inadequate to protect Confidential Information and that injunctive relief may be sought without posting a bond to protect such Confidential Information.

7. INTELLECTUAL PROPERTY

7.1. Deliverables. Subject to Client's payment obligations, Client shall own all rights, title and interest in any deliverable or outcome resulting from the performance of Services created by SupportNinja for Client (excluding SupportNinja Property, as defined below, the "**Deliverables**") during the Term of the Agreement. SupportNinja hereby assigns all rights, title and interest in the Deliverables to Client. SupportNinja agrees, at Client's reasonable expense, to execute any documents and take any actions reasonably requested by Client to perfect or maintain Client's ownership of the Deliverables. In the event Client fails to pay all dues, not under good faith dispute, owed to SupportNinja under this Agreement, Client shall have no further rights whatsoever in or to the Deliverables including without limitation, no rights to use, retain or exercise any other rights with respect to such Deliverables. In such event Client will promptly return the Deliverables and all copies thereof to SupportNinja upon SupportNinja's request.

7.2. SupportNinja Property. Notwithstanding Section 7.1, SupportNinja shall retain all rights, title and interest in its materials, ideas, concepts, know-how, techniques, processes, templates, forms, technology and other intellectual property either (i) owned by SupportNinja prior to the performance of the Services, (ii) subsequently acquired or developed by SupportNinja outside of the scope of the Services, or (iii) utilized, created, developed or conceived by SupportNinja in connection with the Services but not specific to Client and having general applicability (collectively, "**SupportNinja Property**"). SupportNinja shall be free to use the SupportNinja Property and its general knowledge, skills, and experience on other engagements. Subject to Client's satisfaction in full of its payment obligations hereunder, SupportNinja hereby grants to Client a perpetual, royalty-free, non-exclusive license to use any SupportNinja Property solely as included as part of the Deliverables.

8. NON-SOLICITATION AND REBADGING

8.1. Non-Solicitation. Client acknowledges and agrees that SupportNinja incurs a substantial expense in hiring, training and developing its employees, consultants, and contractors (collectively, "personnel") that it uses to provide Services under this Agreement. Accordingly, Client agrees that, during the Term and for a period of one (1) year after the termination or expiration of this

Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any SupportNinja personnel who performs any of the Services, unless SupportNinja consents to the Rebadging of such personnel.

8.2. Rebadging. For purposes of this Agreement, "**Rebadged Personnel**" means those employees, consultants or contractors of SupportNinja who, with the agreement and consent of both Client and SupportNinja, receive and accept an offer to become employed by Client, effective as of such date as to which the Parties agree. Therefore, Client agrees that should they elect to hire any SupportNinja personnel directly during the Term and for a period of twelve (12) months following the termination of this Agreement, the Client must obtain permission from SupportNinja before directly or indirectly, on its own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or employ, or attempt to recruit, solicit, or employ, any personnel of SupportNinja or SupportNinja's Affiliates with whom the Client had contact while performing Services under this Agreement. In the event that Client would elect to directly employ any current or former SupportNinja personnel, SupportNinja will be entitled to a payment from Client of a fee (the "**Rebadging Fee**") equal to two (2) months of Dues (without offsets or discounts) as applicable to the Staff Member who is being Rebadged. Client understands and agrees that this amount represents a reasonable estimate of damages that are difficult to determine related to the loss of human capital, recruitment, and replacement fees for the hired individual.

9. INDEMNIFICATION

9.1. General. Each Party (the "**Indemnifying Party**") agrees to defend, indemnify and hold harmless the other Party, its directors, officers, employees, parents, affiliates, agents, successors and assigns (collectively, the "**Indemnified Party**"), against any and all liabilities, losses, damages (excluding special, incidental, or consequential damages), and expenses, including reasonable attorneys' fees and expenses, incurred in connection with any third-party claim to the extent arising from (a) any physical damage or injury to body or tangible personal property sustained by the Indemnified Party to the extent caused by the gross negligence or willful misconduct of the Indemnifying Party; (b) any employment-related claim by an employee, agent, or contractor of the Indemnifying Party arising from or based on their employer-employee relationship, including but not limited to claims for benefits, unpaid wages, worker's compensation, or wrongful termination; or (c) the Indemnifying Party's gross negligence, willful misconduct, or violation of applicable laws controlling or specific to the operation of its business.

9.2. Infringement Claims. SupportNinja will indemnify, defend, and hold harmless Client from and against any third party's claim alleging that the Deliverables infringe a United States patent, trademark, or copyright of such third party. In the event any Deliverable becomes, or in SupportNinja's opinion is likely to become, the subject of a claim that it infringes any third party's intellectual property rights, SupportNinja shall, at its option, either (i) procure for Client the right to continue using the Deliverable, (ii)

replace or modify the Deliverable so that it becomes non-infringing, or (iii) accept return of the Deliverable and give Client a refund of the dues paid by Client for the Deliverable. SupportNinja will have no obligation with respect to any infringement or misappropriation claim based upon: (a) any use of a Deliverable not in accordance with this Agreement or for purposes not intended by SupportNinja; (b) any combination of a Deliverable with other products, equipment, software, or data not supplied by SupportNinja; (c) any modification of the Deliverable by anyone other than SupportNinja; or (d) any Client Materials or SupportNinja's compliance with Client's instructions or specifications in its performance of the Services and/or the provision of the Deliverables (collectively, the "IP Exclusions"). Client will indemnify, defend, and hold harmless SupportNinja from and against any third-party claim to the extent based on any IP Exclusion. THIS SECTION STATES SUPPORTNINJA'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

9.3. Process. The foregoing obligations are conditioned on the Indemnified Party (i) notifying the Indemnifying Party promptly in writing of such action, (ii) giving the Indemnifying Party sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at the Indemnifying Party's request and expense, assisting in such defense or settlement.

10. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUPPORTNINJA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

11. LIMITATION OF LIABILITY

EXCEPT FOR BREACHES OF SECTION 6 (CONFIDENTIAL INFORMATION), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS OR LOST DATA OR OTHERWISE, EVEN IF THE PARTIES HAVE BEEN MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY FOR ANY DAMAGES OR LOSS FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OF OR INABILITY TO USE THE DELIVERABLES OR ANY SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE DUES PAID OR PAYABLE BY CLIENT FOR THE SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE (OR UP TO \$1,000,000 IF SUCH CLAIM INCLUDES THIRD PARTY BREACH OF CLIENT DATA IN SUPPORTNINJA'S POSSESSION OR CONTROL). THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE

PROVEN INEFFECTIVE OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY SET FORTH HEREIN FORMS AN ESSENTIAL BASIS OF THE AGREEMENT BETWEEN THE PARTIES HERETO.

THIS SECTION 11 SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 OF THIS AGREEMENT.

12. DISPUTE RESOLUTION AND ARBITRATION

12.1. Informal Dispute Resolution. The Parties agree to exercise reasonable efforts to resolve disputes informally prior to resort to arbitration or court proceedings. In the event a dispute cannot be resolved by the Parties' respective Points of Contact, the Parties agree to refer the dispute to senior management of their respective organizations for further attempts at resolutions, unless one or both executives determines in good faith that resolution cannot be resolved through informal mechanisms.

12.2. Commitment to Arbitration. The Parties agree that any dispute arising under this Agreement that cannot be resolved amicably by informal efforts will be finally resolved by binding arbitration administered by JAMS under its general arbitration rules and procedures then in effect. The arbitration will be conducted by a single arbitrator, chosen by mutual agreement of the Parties, who is knowledgeable regarding the subject matter of the dispute. If the Parties are unable to agree upon the selection of the arbitrator within ten (10) days following one Party's request for arbitration, the arbitrator will be chosen by JAMS. The Parties agree that the arbitration shall be conducted in Austin, Texas or another location mutually agreed in writing. The arbitrator will have the authority to order discovery, but depositions, interrogatories and discovery will otherwise be limited as reasonably determined by the arbitrator. The arbitrator will base his or her decision solely on applicable law and will provide a written statement of all findings of fact and law. The arbitrator will have the authority to award monetary direct damages consistent with this Agreement, subject to applicable exclusions of remedies and limitations of liability set forth in this Agreement. The arbitrator shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator may order injunctive relief to stop or prevent any breach. The Parties shall equally share the fees charged by the arbitrator and JAMS, but they shall otherwise bear their own expenses incurred in connection with conducting the arbitration and related discovery. The decision rendered by the arbitrator will be final and binding on the Parties. Enforcement of the arbitrator's judgment may be sought in any court of competent jurisdiction.

12.3. Injunctive Relief. Notwithstanding the foregoing, nothing in this Agreement shall limit a Party's right to seek immediate injunctive relief, at any time and without first resorting to informal procedures or arbitration, in any court of competent jurisdiction to stop or prevent a breach of this Agreement or the infringement or misappropriation of a Party's intellectual property rights or Confidential Information.

13. GENERAL PROVISIONS

13.1. Compliance. Both Parties affirm that each shall comply in all material respects with all laws, rules, and regulations applicable to each Party's business and services in each jurisdiction where its operations may take place throughout the Term of this Agreement. Without limiting the generality of the foregoing, Client acknowledges that local labor laws may limit SupportNinja's ability to terminate personnel or Staff Members without meeting certain statutory notice periods or other requirements.

13.2. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. SupportNinja may assign its rights and obligations under this Agreement to an Affiliate, a parent or subsidiary or to a successor, whether by way of merger or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

13.3. Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware, without reference to principles of choice of law.

13.4. Force Majeure. The Parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder to the extent caused by acts of God or the public enemy, flood, fire, natural disaster, war, pandemic, or preclusive acts of any governmental authority.

13.5. Notices. Any notice required or permitted hereunder shall be in writing, shall reference this Agreement and shall be either: (a) delivered by hand; (b) sent by a Party to the address(es) (including email) provided, for Client in the SOW, and for SupportNinja as set forth below (or to such other address or person as may be designated by a Party by giving written notice to the other Party pursuant to this Section); (c) sent by registered or certified mail, return receipt requested, postage prepaid; or (d) sent by an express courier, with written confirmation of receipt. All notices to SupportNinja shall be delivered or sent to: Ninja Partners, LLC; 3008 Taylor St, Dallas, TX 75226. cc: legal@supportninja.com. In the event a notice or other communication under this Agreement was transmitted via email in accordance with item (b) above, it will be deemed to have been received when the recipient acknowledges having received that email, either by his or her emailed or written

confirmation or reply, or by an automatic "read receipt" visible by the sender.

13.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

13.7. Relationship of Parties. Nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties; and the Parties shall at all times be and remain independent contractors.

13.8. Publicity. Unless otherwise set forth on the Order or SOW, Client consents to SupportNinja's use of Client's name (and corresponding trademark and logo) on SupportNinja's website or publicly facing customer lists, solely for the purpose of identifying Client's business as a customer.

13.9. Entire Agreement. These TOS, including all Orders, SOWs, exhibits or appendices, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. SupportNinja can change, update, add or remove provisions of these TOS at any time by posting the updated TOS on the applicable url and by providing notice to Client. Any such changes will become effective upon the next Renewal Term. If Client does not agree with any of the updated provisions, Client may notify SupportNinja of its intention not to renew and/or terminate as set forth in Section 5.4(b) above. Renewal of the TOS following notice of any such modifications indicates Client's acknowledgement and agreement to be bound by the modifications. No other amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both Parties.

13.10. Authority, Consent & Approvals. Any individual signing this Agreement on behalf of an entity hereby represents and warrants in his or her individual capacity that he has full authority to do so on behalf of that entity. Neither Party shall unreasonably withhold or delay giving a consent or approval provided for in this Agreement unless the Agreement specifically permits otherwise.

[End of Terms of Service]

APPENDIX A

Philippines (<https://www.officialgazette.gov.ph/nationwide-holidays/>

Romania (<https://www.officeholidays.com/countries/romania/2022>)

United States of America (<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=2022>)

Ireland

(https://www.citizensinformation.ie/en/employment/employment_rights_and_conditions/leave_and_holidays/public_holidays_in_ireland.html#c3a51)