

Customer Terms and Conditions

Last Updated: January 22, 2025

These Standard Terms govern your access to and use of www.takeup.ai and your use of the TakeUp Services.

These Standard Terms are by and between TakeUp, LLC (“TakeUp”), and your organization or other legal entity (“you” or “your”) on whose behalf you are entering these Standard Terms. TakeUp and you may be referred to herein collectively as the “Parties” or individually as a “Party.”

1. Definitions. Terms not otherwise defined herein shall have the following meanings:

“Access Credentials” means the user identification name and password and/or other access keys or controls for the Services.

“Affiliates” means any current or future company that controls, is controlled by, or is under common control with a Party or any Party’s parent company, where ownership

and control means the right to direct the affairs of the company by means of voting control.

“Authorized Users” means individuals authorized by you to use the Services solely on your behalf, which may include, employees, temporary employees, and contractors but no other third parties without TakeUp’s prior written consent.

“Authorized Recipients” are a party’s and its affiliates’ officers, employees, agents, and consultants who require access to the Confidential Information for the purpose set forth in these Standard Terms and who are bound by confidentiality obligations at least as stringent as those set forth herein.

“Confidential Information” refers to any proprietary information, software, personal information, data or know-how of the Discloser that is disclosed under these Standard Terms which is marked as confidential, or which a reasonable person would understand to be confidential based on the context of the disclosure or the nature of the information. The Services and Documentation shall be TakeUp’s Confidential Information and Your Data shall be your Confidential Information. Confidential Information

does not include information which the Recipient may demonstrate through written evidence: (i) was already known to the Recipient prior to the time that it was disclosed by the Discloser; (ii) is or has entered the public domain through no breach of these Standard Terms by Recipient; (iii) has rightfully been received by Recipient from a third party without any breach of these Standard Terms; (iv) was approved for release by the written consent of the Discloser; (v) was independently developed by the Recipient without use of the Discloser's Confidential Information; or (vi) was required to be disclosed pursuant to the order of a court or governmental agency of competent jurisdiction provided that the Discloser has, if permitted by law, been given reasonable notice of the order and the opportunity to contest the disclosure and any such disclosure is limited strictly to the Confidential Information which is the subject of such order.

“De-Identified Data” means data and information related to your use of the TakeUp Services that is used by TakeUp and/or its Affiliates in a de-identified manner for its business purposes, such as to compile statistical and performance information related to the provision and operation of the Services, improving the TakeUp Services,

performing market research, and developing other products and technologies.

“Documentation” means user manuals, online help files, technical manuals, and other materials published by TakeUp which describe the Services and its uses, features, specifications, and/or technical requirements.

“Go-Live Date” means the first date that TakeUp makes the Services available to you, regardless of whether the Services are actually accessed by you on that date.

“Order” means the TakeUp Services that you subscribe to or purchase from TakeUp.

“Professional Services” means implementation, configuration, integration, training, advisory, and other professional services related to the Services that are specified in an Order or statement of work.

“Services” means the software-as-a-service dynamic pricing platform provided to you pursuant to an Order and these Standard Terms.

“TakeUp Services” means the Services and Professional Services, but does not include Third Party Products.

“Your Data” means any information, data, or content transmitted to the TakeUp Services by you or your Authorized Users, or on your behalf, but does not include De-Identified Data.

2. Right to Access and Use of Services. TakeUp hereby grants to you and your Authorized Users, a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services for your internal business, subject to the terms of your Order and these Standard Terms. All rights not expressly granted to you are reserved to TakeUp.

3. Usage Restrictions. In addition to any other limitations set forth in these Standard Terms and any Order, you agree not to (i) copy, download, modify or translate any part of the Services in any manner not authorized by these Standard Terms; (ii) reverse engineer, decompile, or disassemble any part of the Services, or otherwise attempt to discover the underlying source code of the Services; (iii) tamper with, bypass or alter the security features of the

Services or any of the hosted infrastructure, (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Services or any features or functionality of the Services to any person or entity other than your Authorized Users; (v) use the Services in any manner that violates applicable law, regulation, or rule, including but not limited to using the Services for any illegal, obscene or threatening purpose; and (vi) use the Services or its contents for purposes of competitive analysis, the development of a competing product or service, or any purpose that is detrimental to TakeUp.

4. Your Obligations; Your Data.

4.1 Your Obligations. Only Authorized Users may use the Services, and solely for your internal business purposes. All use of the Services by your Authorized Users must comply with these Standard Terms. Your Authorized Users will be granted access to the Services through individual usernames and passwords. You will ensure that each Authorized User uses a unique username and password and that such usernames and passwords are not shared. You shall promptly notify TakeUp if any Authorized User's

username or password has been or is suspected of being lost, stolen or compromised. You shall implement appropriate security measures to safeguard your Access Credentials, if any, and you are solely responsible for any and all activity that occurs in connection with your Access Credentials. You must maintain all hardware, software and network connectivity needed to connect to the Services.

4.2 *Your Data.* These Standard Terms govern TakeUp's collection and usage of Your Data. You acknowledge and agree that TakeUp may use Your Data to provide the Services to you and as otherwise set forth in these Standard Terms. By submitting or transmitting Your Data to the Services, you represent and warrant that you are the owner of, and have all necessary right and permissions in the Your Data to permit TakeUp to use the same in accordance with these Standard Terms without violating the rights of any third party. TakeUp shall implement and maintain appropriate technical, physical and organizational controls to secure the Services and to protect the security, confidentiality and integrity of the Your Data. For complete information on Your Data and your obligations with respect thereto, please refer to the Data Processing Addendum attached hereto as Exhibit 1.

5. Ancillary Services.

5.1 *Free Services.* TakeUp may make TakeUp Services available to you specifying that the TakeUp Services are provided free of charge, on a trial basis, and/or to be used at your own risk (“Free Services”). Notwithstanding any other provision of these Standard Terms, you acknowledge and agree that: (i) Free Services are made available without any support, maintenance, warranty, commitment to availability, security, or accuracy, or other related obligation of any kind under these Standard Terms, unless otherwise required by applicable law; (ii) Free Services may not include or allow access to all features and functionality available to paying customers; (iii) TakeUp may terminate the use of a Free Services at any time, unless otherwise specified in writing, and TakeUp will not be liable for such termination; and (iv) data, information, and content submitted to a Free Services may be permanently lost, and TakeUp will not be liable for such loss.

5.2 Professional Services. TakeUp may agree to provide you Professional Services, subject to these Standard Terms.

5.3 Additional Terms. Additional terms and conditions (the “Additional Terms”) may apply to specific products, services or features made available by TakeUp on or through the Services. The Additional Terms (as applicable) are hereby incorporated by this reference into these Standard Terms. In the event of a conflict between any Additional Terms and these Standard Terms, the Additional Terms shall prevail.

6. Fees; Payment; Renewals.

6.1 Fees and Payment. Unless otherwise agreed in an Order, TakeUp will charge you fees for the subscription-based Services in advance of providing the Services. TakeUp will charge you for Professional Services on a time and materials basis monthly in arrears unless otherwise set forth in the applicable Order. To the extent the subscription-based Services or any portion thereof is made available for any fee, you will be required to select a payment plan in your Order and provide TakeUp information regarding your credit card or other

payment instrument. You represent and warrant to TakeUp that such information is true and that you are authorized to use the payment instrument. You will promptly update your account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur. You agree to pay TakeUp the amount that is specified in the payment plan (as well as any applicable taxes) in accordance with the terms of such plan and these Standard Terms. You hereby authorize TakeUp to bill your payment instrument in accordance with the terms of the applicable payment plan (as well as any applicable taxes) and these Standard Terms, and you further agree to pay any charges so incurred. If you dispute any charges, you must provide written notice to TakeUp within fourteen (14) days after the date that TakeUp charges you. In the event your Order permits a payment method that is not automatic, you agree that payments are due within fifteen (15) days of receipt of the applicable invoice. TakeUp may suspend the Services or terminate these Standard Terms for non-payment by you as set forth in Section 7.3. You will pay a late fee equal to one-and-one-half percent (1.5%) per month or the maximum amount allowed by law, if less, on all past due amounts. You are also liable for all costs of collection

incurred by TakeUp for past due sums, including without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

6.2 Recurring Subscriptions; Price Changes. All subscription-based Services automatically renew according to the then-current subscription plan unless you provide written notice of termination at least sixty (60) days prior to your renewal date to TakeUp by emailing accounting@takeup.ai. You authorize TakeUp to maintain your account information and charge that account automatically upon the renewal of the Services you choose with no further action required by you. TakeUp reserves the right to change pricing for the Services upon renewal. If you disagree with the change in price for the Services, then you may terminate such Services by providing TakeUp written notice at least sixty (60) days prior to the change in price becoming effective. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the changed amount. In the event that TakeUp is unable to charge your account as authorized by you when you enrolled in the Services, or your payment is not received by the payment due date, TakeUp, may, in its sole

discretion: (i) bill you for the Services and suspend your access to the Services until payment is received, and/or (ii) seek to update your account information through third party sources (i.e., your bank or a payment processor) to continue charging your account as authorized by you.

6.3 *No Refunds.* Unless otherwise agreed in an Order, payments are nonrefundable and there are no credits for partially used periods. Following any cancellation, however, you will continue to have access to the Services through the end of your then-current Term.

6.4 *Taxes and Other Charges.* All amounts payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You shall be responsible for and shall pay all such taxes and indemnify TakeUp from any liability thereon. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing TakeUp with legally sufficient tax exemption certificates for each taxing jurisdiction. If any deduction or withholding is required by law, you will notify TakeUp and will pay TakeUp any additional amounts necessary to ensure that the net amount of payment that TakeUp receives, after any deduction and withholding, equals the amount of payment TakeUp would have

received if no deduction or withholding had been required. Additionally, you will provide TakeUp with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. In no event shall you be responsible for any state or federal income tax incurred by TakeUp, due to our relationship with you.

7. Term & Termination; Suspension.

7.1 *Term.* Unless otherwise specified in the Order, the Initial Term of this Agreement will begin on the Effective Date and continue from the Go-Live Date for the time period identified on the Order, and thereafter shall automatically renew for the same time period as your prior Order unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the then-current term (each a “Renewal Term”, and collectively together with the Initial Term, the “Term”).

7.2 *Termination During Trial Period.* New subscribers of the Services are eligible for a sixty (60) day trial period (the “Trial Period”) during the Initial Term. A “new subscriber” is one that has not previously subscribed to

any portion of the Services (including a free trial) or a similar service offered by any current or former affiliates or predecessors of TakeUp. If you qualify as a new subscriber, then during the Trial Period, you may terminate this Agreement if you provide TakeUp with written notice of termination on or before the last day of your Trial Period. If you terminate on or before the last day of the Trial Period, TakeUp will refund any prepaid fees (if any), provided that you have not otherwise breached this Agreement.

7.3 Termination or Suspension by TakeUp. TakeUp may, at its option, terminate these Standard Terms for cause or suspend the Services if: (i) TakeUp reasonably believes that the Services are being used in violation of law, regulation, rule, or the terms of these Standard Terms; (ii) your use of the Services interferes with the normal operations of the Services or other customer's use of the same; (iii) there is an attack on the Services or your server(s), your server is accessed or manipulated by a third party without your consent, or there is another event for which TakeUp reasonably believes suspension of the Services is necessary to protect the TakeUp network or TakeUp's other customers; (iv) your payment of any invoiced amount is overdue and you fail to pay the

overdue amount within ten (10) days of TakeUp's written notice; (v) you breach any obligation relating to TakeUp's (or its suppliers') intellectual property rights; or (vi) you materially fail to comply with any other provision of these Standard Terms and do not remedy that failure within fifteen (15) days of TakeUp's notice to you describing the failure in reasonable detail. TakeUp will endeavor to give you advance notice of pending suspension or termination, unless TakeUp determines, in TakeUp's reasonable commercial judgment, that a suspension on no or shorter notice is necessary to protect TakeUp, its customers, or others.

7.4 Effect of Termination. Upon termination of these Standard Terms: (i) you will cease using the Services; and (ii) each party shall return or destroy all Confidential Information in accordance with Section 8. Termination will not relieve a party from any accrued payment obligations. TakeUp will not be liable to you for any claims or damages of any kind arising out of termination of these Standard Terms or suspension of Services in accordance with this Section 7. This Section 7.4 and Sections 1, 8, 9, 10, 11, 12, and the applicable portions of Section 16 survive any termination or expiration of this Agreement. No other

provisions of this Agreement survive the expiration or earlier termination of this Agreement.

8. Confidentiality

8.1 Each party, as a recipient ("Recipient"), agrees to use the disclosing party's ("Discloser") Confidential Information solely for the purposes of performing its obligations or exercising its rights under these Standard Terms.

Recipient will not disclose Discloser's Confidential Information to any third party other than its Authorized Recipients. Recipient shall use commercially reasonable standards to protect the Confidential Information from disclosure using equal measures as it uses to protect its own Confidential Information of a similar nature. A Recipient may disclose Confidential Information when compelled to do so by law, provided that Recipient shall give the Discloser prior written notice and an opportunity to limit or prevent such compelled disclosure if permitted by law. Each party may also transfer Confidential Information to an acquiring third party as part a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of its assets, whether

as a going concern or as part of bankruptcy, liquidation, or similar proceeding.

8.2 The obligations set forth in this Section 8 shall survive until three (3) years from the termination or expiration of these Standard Terms except with regard to trade secret information which shall be protected for the statutory period.

8.3 Except as otherwise set forth in these Standard Terms each party shall use commercially reasonable efforts to return to destroy all Confidential Information upon termination of these Standard Terms. Notwithstanding, Recipient will not be obligated to render unrecoverable Confidential Information of the Discloser that is contained in an archived computer system backup or pursuant to security and disaster recovery procedures, or that is retained in accordance with the Recipient's legal and financial compliance obligations. Any such retained Confidential Information will remain subject to Section 8 (Confidentiality). Upon request, you agree to provide TakeUp with written certification by an authorized officer that all information from the Services has been removed

and deleted from all of your hardware and storage devices.

9. Intellectual Property Rights.

9.1 The TakeUp Services are owned by TakeUp (and its licensors) and are protected by applicable intellectual property laws and regulations, including United States and international copyright laws. As between the parties hereto, TakeUp retains all right, title and interest in and to the TakeUp Services and any derivative works that are created and/or developed based, in whole or in part, on access to and use of the TakeUp Services. Nothing herein shall operate to transfer or convey to you any rights in any TakeUp Services. You agree to promptly notify TakeUp if you become aware of, or suspect any unauthorized, access, use or misuse of the TakeUp Services. Similarly, you retain all right, title and interest in and to Your Data. To the extent you provide TakeUp with any feedback, best practices, templates, systems, ideas, or technical improvement suggestions about the TakeUp Services (“Feedback”), you acknowledge and agree that TakeUp will be the owner of all such Feedback and may use and incorporate the Feedback into the TakeUp Services

without compensation or attribution to you. As between TakeUp and you, all right, title, and interest in De-Identified Data, and all intellectual property rights therein, belong to and are retained solely by TakeUp. You acknowledge that TakeUp may compile De-Identified Data based on Your Data input into the Services. You agree that TakeUp may (i) make De-Identified Data publicly available in compliance with applicable law, and (ii) use De-Identified Data to the extent and in the manner permitted under applicable law; provided that such De-Identified Data does not identify you or your Confidential Information.

9.2 All trademarks on or related to the TakeUp Services are the sole and exclusive property of TakeUp and are protected by US and international trademark laws. Nothing in these Standard Terms shall give you any right, title, or interest in or to TakeUp's trademarks, nor give you any right to use TakeUp's trademarks for any purpose without the prior written approval of TakeUp. You agree that you will do nothing inconsistent with TakeUp's ownership of its trademarks and will not register, nor attempt to register, any trade name or trademark which, in whole or in part, incorporates or is confusingly similar to any of TakeUp's trademarks.

10. Representations and Warranties; Disclaimers; Reliance on Information.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TAKEUP DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE. TAKEUP DOES NOT REPRESENT THAT THE TAKEUP SERVICES WILL BE COMPLETELY SECURE OR WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF, OR ACCESS TO, THE TAKEUP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE TAKEUP SERVICES WILL BE CORRECTED. TAKEUP MAKES NO WARRANTY THAT THE TAKEUP SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR THAT YOU WILL OBTAIN ANY SPECIFIC RESULTS OR

PERFORMANCE. YOU ARE SOLELY RESPONSIBLE FOR ENSURING YOUR OWN COMPLIANCE WITH ANY AND ALL APPLICABLE LAWS, REGULATIONS OR RULES RELATED TO YOUR USE OF THE TAKEUP SERVICES AND ANY CONTENT PROVIDED BY THE SERVICES.

10.2 The Services may include certain artificial intelligence tools (collectively referred to as “AI Services”). AI Services use machine learning models that generate predictions based on patterns in data. Output generated by a machine learning model is probabilistic and should be evaluated for accuracy as appropriate for your use case, including by employing human review of such output. TakeUp does not warrant the accuracy, completeness, or usefulness of information provided by AI Services. TakeUp disclaims all liability and responsibility arising from any reliance placed on such results by you, or by anyone who may be informed of such results. You agree that we may use and store Your Data processed by an AI Service to maintain and provide the applicable AI Service.

11. LIMITED LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT

SHALL TAKEUP BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS OR LOST DATA, RELATING TO THE TAKEUP SERVICES OR THE PROVISION OR FAILURE TO PROVIDE THE TAKEUP SERVICES OR SUPPORT THEREFOR, WHETHER OR NOT DUE TO TAKEUP'S NEGLIGENCE. YOU EXPRESSLY AGREE THAT TAKEUP SHALL NOT BE LIABLE FOR ANY VIOLATION OF OR NON-COMPLIANCE WITH APPLICABLE LAWS, RULES OR REGULATIONS THROUGH YOUR USE OF THE TAKEUP SERVICES. TAKEUP'S TOTAL, AGGREGATE LIABILITY FOR ANY DAMAGES OR CLAIMS ARISING UNDER THIS AGREEMENT OR RELATED TO THE TAKEUP SERVICES SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU FOR ACCESS TO THE TAKEUP SERVICES UNDER THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD BEFORE THE CLAIM AROSE. THE FOREGOING LIMITATIONS AND DISCLAIMERS APPLY TO DAMAGES HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF

THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Indemnification.

12.1 *By TakeUp*. TakeUp will indemnify, defend and hold you and your Authorized Users harmless against any losses, damages, expenses or liabilities arising from claims that your use of the TakeUp Services infringes or misappropriates the intellectual property rights of a third party; *provided that*, TakeUp shall not be required to indemnify you to the extent that the claim was caused by your use of the TakeUp Services in violation of these Standard Terms or due to your unauthorized modifications or combinations of the TakeUp Services with and into other technologies or services without TakeUp's written consent. If TakeUp is obligated to indemnify you under this Section 12 or if it reasonably believes it may have liability under this Section 12, TakeUp may, in addition to its other obligations hereunder: (i) obtain for you the right to continue using the TakeUp Services on a non-infringing basis; or (ii) modify the TakeUp Services so they are no longer infringing but of equivalent or better functionality, performance and interoperability. If neither of the foregoing

options are commercially feasible, TakeUp may discontinue the provisioning of the TakeUp Services; *provided that*, it will issue you a pro rata refund or credit for any prepaid unused TakeUp Services.

12.2 *By You*. You will indemnify, defend and hold TakeUp harmless against any losses, damages, expenses or liabilities arising from your or your Authorized User's use of the TakeUp Services, including without limitation the violation of any applicable laws, regulations or rules, violation of these Standard Terms, or any misappropriation or infringement of intellectual property rights arising from Your Data.

12.3 *Process*. A party seeking indemnity (an indemnified party) must give the indemnifying party prompt written notice of any claim for indemnification under this Section 12; *provided that*, the failure or delay in doing so will not excuse an indemnifying party of its indemnification obligations except to the extent its ability to defend the claim is materially prejudiced by such failure or delay. An indemnified party shall thereafter have the sole right to control the investigation, defense, and settlement of the claim at its sole cost and expense, provided that any

settlement unconditionally releases the indemnified party of all liability and does not make any admissions on behalf of the indemnified party or include payment of any amounts by the indemnified party. An indemnified party may retain counsel to represent it on a non-controlling basis at its own cost and expense. An indemnified party shall reasonably cooperate with the indemnifying party in the investigation, trial and defense of such claim and any appeal arising therefrom at the indemnifying party's expense.

13. Third Party Products. If you procure services, applications, or online content from a third party ("Third Party Products") for use with the Services, any such use is subject to the end-user license or use agreement that you accept from or establish with the third party. Third Party Products are not TakeUp Services and, as between the parties, TakeUp has no liability with respect to your procurement or use of Third Party Products.

14. Export Regulation. You agree to abide by and to conform to any and all export regulations in force during these Standard Terms that are applicable to you or the Services provided, including but not limited to any export

rules and regulations of the United States of America. You understand that these regulations may prohibit the export or re-export of Documentation, and any information or technical data related to the Services. The Services and the underlying information and technology may not be accessed, downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Libya, North Korea, Iran, Sudan, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

15. Modifications. TakeUp reserves the right to change or modify the terms of these Standard Terms upon written notice to you. All such changes shall be effective immediately; provided, however, for existing customers, such modified Standard Terms, unless otherwise stated, shall be effective upon the later of (i) upon the renewal of the subscription term for any subscription-based Services or (ii) thirty (30) days after posting with respect to all other Services. If any changes to these Standard Terms are unacceptable to you, you may terminate your Order by providing ten (10) days' written notice of termination to

TakeUp, delivered at any time within thirty (30) days of the effective date of the change. Continued use of the Services following the effective date of any changes constitutes your acceptance of the changes but does not affect the foregoing right of termination. For purpose of this Section 15, the posting of an updated copy of these Standard Terms to the Services shall constitute written notice of the change(s) to these Standard Terms.

16. Miscellaneous.

16.1 *Notices.* Each Party consents to receive all communications including notices, agreements, legally required disclosures or other information in connection with the Services electronically. TakeUp may provide such notices by posting them on the Services or at the email address you provided to TakeUp. Notices to TakeUp should be emailed to legal@takeup.ai. If you desire to withdraw your consent to receive notices electronically, you must discontinue your use of the Services.

16.2 *Entire Agreement.* The Order together with these Standard Terms, the Data Processing Addendum, and any other terms and conditions incorporated into these

Standard Terms by reference constitutes the complete agreement between TakeUp and you regarding the TakeUp Services and supersedes all previous communications between the parties relating to the subject matter herein.

16.3 *Assignment.* You may not assign these Standard Terms or the rights granted hereunder without TakeUp's prior written consent, and any such assignment without consent is void. TakeUp's failure to enforce any rights hereunder, irrespective of the length of time for which such failure continues, shall not constitute a waiver of those or any other rights.

16.4 *Governing Law and Venue.* These Standard Terms shall be governed by the laws of the State of Ohio without reference to its conflicts of law principles or your state or country of residence. Each party hereby consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cuyahoga County, State of Ohio, United States of America, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. You agree you may only bring claims against TakeUp related to your use of the

Services on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to these Standard Terms. You agree that any claim arising out of or related to these Standard Terms must be brought within one (1) year after the date it first accrued. If any action, suit, or legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to these Standard Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

16.5 *Injunctive Relief.* Each party acknowledges that a breach by a party of Section 8 (Confidentiality) or Section 9 (Intellectual Property Rights), may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance, and any other relief that may

be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in these Standard Terms to the contrary.

16.6 *Publicity.* Unless otherwise agreed in an Order, you agree that TakeUp may identify you as a customer of TakeUp and use your name, mark and logo on TakeUp's website and in marketing materials, including but not limited to press releases.

16.7 *General.* If any part of these Standard Terms is found unenforceable by a court of competent jurisdiction, such provision(s) will be ineffective to the extent of the court's ruling and the remainder of these Standard Terms will remain in full force and effect. The waiver by a party of any breach of any provision of these Standard Terms will not operate or be construed as a waiver of any subsequent breach. The parties' relationship is that of independent contractors. Neither party is an agent for the other, nor does either party have the right to bind the other to any

agreement with a third party. Portions of the Services may utilize or include third party software, open source software, and other copyrighted material. Use of such third party or open source software is governed exclusively by their respective terms and not by these Standard Terms. Except for payment obligations, neither party shall be held responsible for any delay or failure in its performance to the extent that such delay or failure is caused by any cause or event beyond its reasonable control. The captions used in these Standard Terms are for convenience only and are not binding.

Exhibit 1

Data Processing Addendum

This Data Processing Addendum (“DPA”) applies to the extent that TakeUp, LLC (“Company“, “We”, or “Us”) has access to, or otherwise Process, Personal Data for, or on the behalf of, your organization or other legal entity on whose behalf you have entered into the Agreement (“you“, “your”, or “Customer”). This DPA is intended to supplement the Terms and Conditions and in the event of a conflict between this DPA and the Terms and Conditions, the terms and conditions set forth in this DPA shall

supersede and control with respect to the conflict. For the avoidance of doubt, the terms or conditions set forth in the Terms and Conditions that are not otherwise addressed herein shall remain in full force and effect. Each capitalized term that is used, but not defined in this DPA, shall be ascribed the meaning in the Terms and Conditions.

1. Definitions. For purposes of this DPA, the following terms shall apply:

1.1. California Consumer Privacy Act (CCPA) means the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020, and other applicable amendments and regulations thereto.

1.2. Customer Personal Data means Personal Data, in any form or format, that We have access to, or otherwise Processes, for, or on the behalf of, Customer pursuant to the Terms and Conditions and Services rendered thereunder.

1.3. Data Protection Law means any and all United States federal, state, and local laws, statutes, and regulations

applicable to the Processing of Customer Personal Data, including the CCPA.

1.4. Data Subject means the natural person whose Personal Data is Processed by Us.

1.5. Documented Instructions means the Processing terms and conditions set forth in the Terms and Conditions and this DPA.

1.6. Information System means any information or telecommunication system, network, equipment, hardware, or software employed or otherwise used with respect to the Processing of Customer Personal Data.

1.7. Personal Data means any information or data that, alone or in combination with other information or data, can be used to reasonably identify a particular individual or device, and is subject to, or otherwise afforded protection under, an applicable Data Protection Law.

1.8. Process, Processes, Processing means any action performed on Customer Personal Data, including collection, recording, organization, storage, adaptation or

alteration, retrieval, consultation, use, disclosure, transfer or otherwise making available, alignment or combination, restriction, deletion, or destruction.

1.9. Sale or Sell shall be ascribed the meaning set forth in the CCPA.

1.10 Security Event means a breach of security of an Information System leading to a compromise to the security, confidentiality, availability, or integrity of Customer Personal Data.

1.11. Share or Sharing shall be ascribed the meaning set forth in the CCPA.

1.12. Services shall be ascribed the meaning set forth in the Terms and Conditions.

1.13. Subprocessor means any third party engaged by Us to Process Customer Personal Data on Our behalf.

2. Processing Rights and Obligations.

2.1. Roles and Responsibilities. For purposes of this DPA, Customer shall be considered a data controller (or a “business” within the meaning of the CCPA), and Company shall be considered a data processor (or a “service provider” within the meaning of the CCPA). Company shall process Customer Personal Data only in accordance with the Documented Instructions, except to the extent otherwise required by law. In the event Company is compelled by law to Process Customer Personal Data other than in accordance with the terms and conditions set forth in the Documented Instructions, Company shall notify Customer of that legal requirement prior to Processing, unless such notification is expressly prohibited by law.

2.2. Data Ownership. As between Customer and Company, Customer owns the Customer Personal Data and all Customer Personal Data shall remain the property of Customer. Customer hereby grants to Company and its affiliates a worldwide, non-exclusive, sublicensable, royalty-free right and license to Process the Customer Personal Data to the extent reasonably necessary to provide, monitor, and modify the Services or as otherwise set forth herein. Company may collect and retain, during

and after the term of the Agreement: (i) anonymized data that is automatically generated by the Services in connection with Customer's use, configuration and deployment of the Services, including patterns identified through the use of algorithms regarding credentialing and access requests, log data and data regarding the performance and availability of the Services, and (ii) Customer Personal Data that has been deidentified in such a manner that it is not, alone or in combination with other data, reasonably identifiable to Customer or any of Customer's customers and is aggregated with the data of other clients (such data described in this Section 2.2 (i) and (ii), collectively, "Usage Data"). Company solely owns and may use and exploit Usage Data, provided that such Usage Data cannot be used to reasonably identify Customer or any of Customer's clients.

3. Data Protection.

3.1. Customer Obligations. Customer shall be responsible for complying with all requirements that apply to it under applicable Data Protection Law and the Documented Instructions. Company shall not be responsible for the accuracy, quality, or legality of Customer Personal Data.

Customer hereby represents to Company that Customer has the legal authority and appropriate business purpose to provide Company with any and all Customer Personal Data in conjunction with the Services, and when legally required, Customer has obtained the consent from all applicable Data Subjects concerning the collection, use, disclosure, and Processing of Customer Personal Data, as set forth herein. CUSTOMER SHALL NOT, WITHOUT COMPANY'S ADVANCED, WRITTEN CONSENT, PROVIDE COMPANY WITH (I) CONSUMER HEALTH DATA, OR (II) PERSONAL DATA THAT IS SUBJECT TO, OR OTHERWISE AFFORDED PROTECTION UNDER, ANY FOREIGN DATA PROTECTION LEGISLATION, INCLUDING BUT NOT LIMITED TO THE EUROPEAN UNION, GENERAL DATA PROTECTION REGULATION.

3.2. CCPA Disclaimer. Each party acknowledges and agrees that the disclosure of Customer Personal Data to the other does not constitute, and is not the intent of either party for such disclosure to constitute, a Sale or Sharing of Customer Personal Data, and if valuable consideration, monetary or otherwise, is being provided by either party, such valuable consideration, monetary or otherwise, is being provided for the rendering of Services and not for

the disclosure of Customer Personal Data. Company (i) shall not collect, retain, use, or disclose Customer Personal Data for any purpose (including for any commercial purpose) other than for the specific purpose of performing the Services, unless otherwise required by law, (ii) shall not Sell or Share Customer Personal Data, except as necessary to satisfy its obligations under the Agreement, (iii) shall not collect, retain, use, or disclose Customer Personal Data outside the direct business relationship between Company and Customer, unless expressly permitted by law, (iv) shall not combine the Customer Personal Data that Company receives from, or on behalf of, Customer with Personal Data that Company receives from, or on behalf of, another party, or collects from its own interaction with a Data Subject, except to the extent reasonably necessary to provide the Services or as expressly permitted by law, and (iv) shall, at Customer's reasonable request, cease any unauthorized Processing of Customer Personal Data and grant Customer authorization to assess and remediate any such unauthorized Processing. This DPA is Company's certification, to the extent the CCPA or any other applicable Data Protection Law requires such a certification, that Company understands and will comply

with the Processing limitations with respect to Customer Personal Data that are set forth in the Documented Instructions. The parties acknowledge and agree that the “business purpose” (as the term is so used in the CCPA) for which Company Processes Customer Personal Data is to provide the Services.

4. Confidentiality and Information Security.

4.1. Confidentiality. We shall (i) maintain the confidentiality of all Customer Personal Data and ensure that all individuals who are authorized to Process Customer Personal Data on its behalf have committed themselves to confidentiality, (ii) limit access to Customer Personal Data to only those individuals who have a business need for such access, and (iii) take reasonable steps to ensure the reliability of all individuals who have access to Customer Personal Data.

4.2. Information Security. We shall implement and maintain commercially reasonable technical, physical, and administrative security controls to protect and safeguard Customer Personal Data, including written policies that describe such security controls and set forth

responsibilities and obligations applicable to individuals who have access to an Information System.

5. Cooperation and Assistance; Return of Customer Personal Data.

5.1. General Assistance. We shall provide commercially reasonable assistance to Customer to enable Customer to comply with its obligations and responsibilities under any applicable Data Protection Law, including with respect to providing access to, correcting, and deleting Customer Personal Data in response to Data Subjects exercising their rights and privileges under applicable Data Protection Laws. Company shall, to the extent legally permitted, promptly notify Customer if Company receives a correspondence, inquiry, complaint, request, or demand (collectively or individually, a “Data Notice”) concerning the Processing of Customer Personal Data. Notwithstanding the foregoing, in response to any such Data Notice, Company may furnish Customer’s email contact information and request the Data Notice be submitted directly to Customer.

6. Return or Destruction of Customer Personal Data.

Upon termination of the Services, Company shall delete or return all Customer Personal Data in accordance with applicable Data Protection Law, provided Company shall not be required to delete or return to Customer any Customer Personal Data that Company is required by applicable law or order of a governmental or regulatory body to retain, or is required for Company to enforce or defend its legal rights or interests under this DPA. Notwithstanding the foregoing, Company shall not be required to delete or return to Customer any Customer Personal Data archived on backup systems if Company securely isolates such Customer Personal Data and protects it from any further Processing and such Customer Personal Data is deleted in accordance with Company's standard overwriting and deletion policies.

7. Security Event Procedures. Company shall, where legally required, undertake the following: (i) notify Customer of a Security Event when it discovers the same and in accordance with notification timeframes set forth in applicable Data Protection Law, (ii) provide timely information to Customer relating to the Security Event as it becomes known or as is reasonably requested by Customer, and (iii) promptly take reasonable steps to contain, investigate, and mitigate any Security Event. Any action taken by Company in

accordance with this section shall not be interpreted or construed as an admission of liability, wrongdoing, or fault.

8. Subprocessors. Customer hereby acknowledges and agrees that Company may use Subprocessors to assist with its provision of Services to Customer, provided Company executes with any such Subprocessor a written agreement that contains terms and conditions that are substantially similar to the terms and conditions set forth in this DPA.

Company shall undertake all reasonable efforts to ensure that any such Subprocessor can comply, and is in compliance, with the terms and conditions set forth in this DPA.

9. Indemnification. Customer will indemnify and hold harmless Company and its officers, directors, employees, and contractors from all liabilities, suits, investigations, settlements, fines, damages and fees (including reasonable attorneys' fees) arising out of, or in connection with, any claims, demands, investigations, or actions brought by Data Subjects or regulatory or other government authorities relating to the Customer Personal Data processed by Company or any Subprocessor under, and in accordance with, this DPA.

10. Miscellaneous. This DPA will be governed by and construed in accordance with governing law provisions set forth in the Terms and Conditions.

Previous customer terms and conditions

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Website Terms And Conditions

Last Updated: August 4, 2024

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Thank you for your interest in TakeUp, LLC (the “Company,” “we,” “us,”). These Terms of Use (“Terms”) apply to certain websites we own, license or otherwise operate (each a “Website”) and that link to these Terms. By using a Website, you are entering into a legally binding agreement, and you hereby agree to these Terms as well

as any other terms, guidelines or rules that apply to any sub-section or portion of the Website (“Supplemental Terms”). In the event of a conflict between these Terms and any Supplemental Terms, the terms and conditions set forth in the Supplemental Terms shall supersede and control with respect to such conflict. If you do not agree to these Terms and any applicable Supplemental Terms, then you cannot use or access our Websites. For purposes of these Terms, the Company and you may each be referred to as a “party” or collectively as the “parties.”

PLEASE READ THESE TERMS CAREFULLY AS THEY MAY IMPACT YOUR RIGHTS AND LIABILITIES, AND THEY SPECIFICALLY ALLOW FOR THE COMPANY TO ENGAGE IN ARBITRATION TO SETTLE DISPUTES AND ADDRESS CIRCUMSTANCES IN WHICH YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

By using this Website, you represent and warrant to the Company that you are at least eighteen (18) years old, are legally authorized to enter into these Terms, and will at any and all times comply with these Terms.

1. Privacy Policy

Your use of our Website is subject to our Privacy Policy (“Privacy Policy”) and any Cookie Policy that is located on the Website. Our Privacy Policy describes how we process personal information, including the types of personal information that we collect, the purposes for which we use it, the types of third parties with whom we share it, and any rights you may have with respect to such personal information. The Privacy Policy also sets forth the types and categories of personal information you are permitted to provide the Company, and your responsibilities and obligations with respect to such personal information. Please review our Privacy Policy carefully. For the avoidance of doubt, any claims, suits, or complaints related to the Privacy Policy shall be settled or otherwise addressed in accordance with the dispute resolution terms, and subject to the limitations of liability, set forth herein, in addition to all other terms and conditions herein.

2. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if

for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website. You are responsible for making all arrangements necessary for you to have access to the Website, and ensuring that all persons who access the Website through your internet connection are aware of these Terms and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

You also agree to ensure that you exit from your account at the end of each session. We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

3. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your

accessing and viewing those materials, (ii) you may store files that are automatically cached by your web browser for display enhancement purposes, (iii) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution, (iv) if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end-user license agreement for such applications, and (v) if we provide social media features with certain content, you may take such actions as are enabled by such features.

You hereby acknowledge and agree that you will not (i) modify copies of any materials from our Website, (ii) use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text, (iii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website, and (iv) access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you print, copy,

modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

4. Trademarks

The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

5. Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms. You agree not to use the Website: (i) in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), (ii) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or asking them for personally identifiable information, (iii) to send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms, (iv) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation, (v) to impersonate or attempt to impersonate the Company, any Company employee, another user of the Website, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing), and (vi) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability. Additionally, you

agree not to: (vii) use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real-time activities through the Website, (viii) use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, (ix) use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms, without our prior written consent, (x) use any device, software, or routine that interferes with the proper working of the Website, (xi) introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful, (xii) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website, (xiii) attack the Website via a denial-of-service attack or a distributed denial-of-service attack, and (xiv) otherwise attempt to interfere with the proper working of the Website.

6. User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Website. All User Contributions must comply with the Content Standards set out in these Terms. Any User Contribution you post will be considered non-confidential and non-proprietary. By posting any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose whatsoever. You represent and warrant that you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, and all of your User Contributions do and will comply with these Terms. You

understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness. We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

7. Monitoring and Enforcement

We have the right to remove or refuse to post any User Contributions for any or no reason in our sole discretion, and to take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for the Company. You acknowledge and agree that we have the right to disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their

intellectual property rights or their right to privacy, and take appropriate legal action, including, without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website. We have the absolute right to terminate or suspend your access to all or part of the Website for any or no reason whatsoever, including without limitation, any violation of these Terms. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY AND SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. However, we cannot, and do not undertake to, review material before it is posted on the Website, and we cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or

inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

8. Content Standards

This section constitutes the “Content Standards” that apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: (i) contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable, (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person, (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or

that otherwise may be in conflict with these Terms and our Privacy Policy, (v) be likely to deceive any person, (vi) promote any illegal activity, or advocate, promote, or assist any unlawful act, (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person, (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization, (ix) involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising, or (x) give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

9. Reliance on Information Posted

THE INFORMATION PRESENTED ON OR THROUGH THE WEBSITE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE

PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

This Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

10. Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

11. Linking to the Website and Social Media Features

You may link to our Website homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent. This Website may provide certain social media features that enable you to: (i) link from your own or certain third-party websites to certain content on this Website, (ii) send emails or other communications with certain content, or links to certain content, on this Website, and (iii) cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites. You may use these features solely as they are provided by us and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not do any of the following: establish a link from any website that is not owned by you to the Website; cause the Website or portions of it to be displayed on, or appear to be displayed

by, any other website; link to any part of the Website other than the homepage; or otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms. The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice. We may disable all or any social media features and any links at any time without notice in our discretion.

12. Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your

own risk and subject to the terms and conditions of use for such websites.

13. Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE, AND YOU WILL NOT SEEK TO HOLD US LIABLE, FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES, INFORMATION, OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR

DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES, INFORMATION, OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR

THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE

WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS LEGALLY PROHIBITED, THEN TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.00.

15. Indemnification; Governing Law

You agree to fully and completely defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Website.

These Terms (including the Privacy Policy) shall be governed in all respects by and construed in accordance with the laws of the State of Ohio, without regard to its conflicts of law principles.

16. Waiver of Class Action; Arbitration Agreement

YOU AGREE THAT BY ENTERING INTO THESE TERMS, IN PARTICULAR THE AGREEMENT TO ARBITRATE, YOU ARE WAIVING THE RIGHT TO TRIAL

BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT YOU MAY BRING CLAIMS AGAINST THE COMPANY ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY ARBITRATION OR OTHER ACTION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

THE COMPANY AND YOU MUTUALLY AGREE THAT ANY DISPUTES ARISING FROM YOUR USE OF THE WEBSITE OR ANY CONTENT OR MATERIALS THEREON, OR THESE TERMS (INCLUDING OUR PRIVACY POLICY), INCLUDING DISPUTES ARISING FROM OR CONCERNING THEIR INTERPRETATION, VIOLATION, INVALIDITY, NON-PERFORMANCE, OR TERMINATION, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION UNDER THE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) APPLYING OHIO LAW, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES. Within ten (10) calendar days after the arbitration demand is served upon a party, the parties must jointly select an

arbitrator with at least five (5) years' experience in that capacity and who has knowledge of and experience with the subject matter of the dispute. If the parties do not agree on an arbitrator within ten (10) calendar days, a party may petition the AAA to appoint an arbitrator, who must satisfy the same experience requirement. In the event of a dispute, the arbitrator shall decide the enforceability and interpretation of this arbitration agreement in accordance with the Federal Arbitration Act ("FAA"). The parties also agree that the AAA's rules governing Emergency Measures of Protection shall apply in lieu of seeking emergency injunctive relief from a court. The decision of the arbitrator shall be final and binding, and no party shall have rights of appeal, except for those provided in section 10 of the FAA. Each party shall bear its share of the fees paid for the arbitrator and the administration of the arbitration. The parties agree that the arbitrator shall not have the authority to award attorneys' fees, unless otherwise expressly authorized by statute or contract. The arbitrator shall have no authority to award punitive damages, and each party hereby waives any right to seek or recover punitive damages with respect to any dispute resolved by arbitration. THE PARTIES AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL

BASIS, AND THESE TERMS DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ARBITRATION PROCEEDING. For the avoidance of doubt, this section shall be construed as a written agreement to arbitrate a dispute of any kind between you and the Company that may arise through the use of this Website, and you hereby agree with us that this paragraph satisfies any writing or consent requirement of the FAA. Any and all arbitration proceedings and hearings shall be conducted in Cleveland, Ohio. Except as required by law, neither a party nor the arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. If for any reason a dispute proceeds in a federal or state court rather than in arbitration, the parties hereby waive any right to a jury trial.

17. Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of

any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

18. Entire Agreement

The Terms and our Privacy Policy constitute the sole and entire agreement between you and the Company regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

19. Changes to the Terms

From time to time, we review these Terms to ensure that they comply with applicable law. Consequently, we reserve the right to update and revise these Terms at any

time. We will notify you if these Terms are updated by updating the “Last Updated” section of these Terms. These Terms are effective as of the “Last Updated” date provided herein. Your continued use of the Website signifies your consent to the Terms, as of the “Last Updated” date.

20. Contact Us

If you have questions regarding these Terms, please contact us at 1848 Ventures, LLC, ATTN: TakeUp Legal Department, 1 Park Circle, Westfield, OH 44251 or email us at legal@takeup.ai.

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