

CHARGERHELP SERVICES ORDER

PLEASE READ CAREFULLY THE CHARGERHELP SERVICES TERMS AND CONDITIONS AVAILABLE AT www.chargerhelp.com/legal (THE "AGREEMENT") BEFORE ACCESSING OR USING THE CHARGERHELP SERVICES DESCRIBED IN THIS SERVICES ORDER. BY SIGNING THIS SERVICE ORDER, YOU WILL CREATE A BINDING CONTRACT BETWEEN CHARGERHELP, INC. ("CHARGERHELP"), AND THE CUSTOMER LISTED ABOVE IN THIS SERVICES ORDER ("CUSTOMER") AS OF THE EFFECTIVE DATE (THE "EFFECTIVE DATE"), WHERE CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THE AGREEMENT WITHOUT MODIFICATION. YOU REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT, UNDER ALL APPLICABLE LAWS AND ON BEHALF OF CUSTOMER. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. The Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar order form from Customer even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in this Agreement to the exclusion of all other terms.

CHARGERHELP, INC.:

By: _____

Name: _____

Title: _____

Effective Date: _____

Customer:

By: _____

Name: _____

Title: _____

Effective Date: _____

CHARGERHELP SERVICES TERMS AND CONDITIONS

Welcome to ChargerHelp. PLEASE READ CAREFULLY THESE SERVICES TERMS AND CONDITIONS ("AGREEMENT"), WHICH, TOGETHER WITH THE APPLICABLE SERVICE ORDERS, CONTAIN THE ENTIRE AGREEMENT BETWEEN CHARGERHELP, INC., A DELAWARE CORPORATION WITH OFFICES AT [Los Angeles, CA] ("CHARGERHELP"), AND THE CUSTOMER SET FORTH ON THE APPLICABLE SERVICES ORDER ("CUSTOMER"), REGARDING CUSTOMER'S USE OF THE SERVICES (DEFINED HEREIN). BY EXECUTING A SERVICES ORDER, CUSTOMER AGREES TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT WITHOUT MODIFICATION. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS. FOR THE PURPOSES OF THIS AGREEMENT, THE "SERVICES ORDER" SHALL MEAN THE ORDER ISSUED BY CHARGERHELP TO THE CUSTOMER REGARDING THE SERVICES. IF CUSTOMER CANNOT OR DOES NOT AGREE TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT, CUSTOMER IS PROHIBITED FROM USING THE SERVICES.

1. Definitions.

- a. "ChargerHelp Data" means all data, report, or other content or information collected, received, or generated by or on behalf of ChargerHelp in connection with the Services or provided or made available to ChargerHelp by Customer (excluding Customer Data (defined below)), including without limitation, service data, usage data, logs, and Output.
- b. "ChargerHelp Services" or "Services" means the service described in the applicable Services Order(s).
- c. "ChargerHelp Portal" means a web-based portal on ChargerHelp's website made available by ChargerHelp to Customer for use in connection with the Services.
- d. "Confidential Information" means any information disclosed by either party to the other party pursuant to this Agreement that is (a) in written, graphic, machine readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature, or (b) in the case of oral or visual disclosure is identified as confidential at the time of disclosure, or (c) under the circumstances should in good faith be considered to be confidential. Confidential Information includes, without limitation, information related to: research, product plans, products, developments, inventions, processes, designs, markets, business plans, agreements with third parties, services, customers, marketing or finances of either party, the content or existence of any negotiations, and pricing. Notwithstanding the foregoing, all technology or proprietary information underlying the ChargerHelp Data and ChargerHelp Services shall be deemed Confidential Information of ChargerHelp without any need for designating the same as confidential or proprietary.
- e. "Customer Data" means any personal information of Customer or proprietary content explicitly marked as such by Customer and provided by Customer to ChargerHelp hereunder.
- f. "Intellectual Property Rights" means all rights of the following types, under the laws of any jurisdiction worldwide: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights; (b) trade secret rights; (c) patent and industrial property rights; (d) other proprietary rights of every kind and nature; and (e) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the above.

- g. "Output" means the report(s) generated by ChargerHelp or through the Services and made available to Customer to view through the ChargerHelp Portal.

2. **Services.** Subject to the terms and conditions of this Agreement, ChargerHelp will use reasonable commercial efforts to provide the Services to Customer in accordance with and subject to the terms of this Agreement. The Services are subject to modification from time to time at ChargerHelp's sole discretion, for any purpose deemed appropriate by ChargerHelp. ChargerHelp will use reasonable efforts to give Customer prior written notice of any such modification. ChargerHelp reserves the right to suspend its provision of the Services to Customer: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to ChargerHelp.

3. **Payment of Fees.**

- a. **Billing.** The fees payable by Customer to ChargerHelp for the Services (the "Charges") is set out in the relevant Service Order and/or depending on context, an invoice reflecting these. The type of Charges to be applied in connection with the provision of the Services is specified in the relevant Service Order and shall be subject to this Section 3.
- b. **Hourly Rate.** This subsection (b) applies to any Charges which are calculated by reference to an Hourly Rate or otherwise on a time and materials basis. If Customer elects to purchase certain number of hours for the Services as set forth in the relevant Service Order, the Charges will be calculated by multiplying ChargerHelp's then-current hourly rate and the number of total hours purchased by the Customer. ChargerHelp will track staff time and provide to Customer supporting documentation to validate the hours worked and the computation of the Charges incurred at the Hourly Rate.
- c. **Subscription.** This subsection (c) applies to any Charges which are calculated on a subscription basis. If Customer elects to subscribe to the Services as set forth in the relevant Service Order, Customer agrees to pay the applicable subscription fees as set forth in the relevant Service Order. If Customer use of the Services exceeds the subscription service capacity set forth on the Service Order (the "Service Capacity"), Customer will be invoiced for the excess usage over the Service Capacity, at the rate set forth in the relevant Service Order, and Customer agrees to pay the additional fees without any right of set-off or deduction.
- d. **Payment.** Customer shall make payment to ChargerHelp pursuant to the payment terms set forth in the applicable Services Order. If no payment terms are set forth in a Service Order, Customer shall pay ChargerHelp invoice within thirty (30) days of date of the invoice and in US dollars. All payments will be made in accordance with the method of payment set forth in the relevant Service Order. Customer shall not be entitled to any refunds or return credit of Charges hereunder, unless explicitly stated otherwise under the applicable Service Order.
- e. **Late Payments.** If Customer fails to make any payment when due: (i) ChargerHelp may charge interest on the past due amount at the rate of one percent (1.0%) per month, compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) if such failure continues for 60 days following written notice thereof, ChargerHelp may suspend the provision of the ChargerHelp Services to Customer until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other person by reason of such suspension.
- f. **Taxes.** All Charges and amounts payable by Customer to ChargerHelp under this Agreement are exclusive of any taxes, withholdings, and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer to ChargerHelp hereunder (excluding US income taxes imposed on ChargerHelp). In the case of any

withholding requirements, Customer will pay any required withholding itself and will not reduce the amount paid to ChargerHelp on account thereof.

4. Term.

(a) Term. This Agreement shall become effective on the Effective Date, and remain in full force and effect until the expiration or termination of the last Services Order, unless terminated earlier in accordance with this Agreement (the "Term"). In the event a specific term is designated in a Services Order, such Services Order shall be effective during that designated term, unless terminated earlier in accordance with this Agreement (the "Service Term"). In the event a Service Term is not specified in a particular Services Order, the Service Term for that Services Order shall end with the expiration of the Term, unless terminated earlier in accordance with this Agreement. Upon the expiration of the Term, any Services Order with a specified Service Term that ends after the expiration date of the Term shall remain in full force and effect and shall be subject to the terms and conditions of this Agreement for the remainder of the specified Service Term, unless terminated earlier in accordance with this Agreement.

(b) Termination. If either party materially breaches this Agreement (including failure to make any payment hereunder), the other party may terminate this Agreement or the affected Services Order(s) by giving 30 days (10 in the case of nonpayment) written notice of such breach, unless the breach is cured within the notice period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (which is not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

(c) Effect of Termination. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

5. Confidential and Proprietary Information. Each party shall keep confidential and not disclose to any other party or use, except as required by this Agreement, non-public information obtained from the other party; provided, however, that neither party shall be prohibited from disclosing or using information, (i) that at the time of disclosure is publicly available or becomes publicly available through no act or omission of the party having a confidentiality obligation under this section, (ii) that is or has been disclosed to such party by a third party who is not under (and to whom such party does not owe) an obligation of confidentiality with respect thereto, (iii) that is or has been independently acquired or developed by such party, (iv) to the minimum extent use or disclosure is required by court order or as otherwise required by law, on condition that notice of such requirement by law for such disclosure is given to the other parties prior to making any such use or disclosure. Notwithstanding anything to the contrary in this Agreement, ChargerHelp shall not be prohibited or enjoined at any time by Customer from utilizing any "skills or knowledge of a general nature" acquired during the course of performing the services specified under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation, anything that might reasonably be learned or acquired in connection with similar work performed for another client.

6. Proprietary Rights.

(a) ChargerHelp Property. Except as expressly set forth herein, ChargerHelp alone (and its licensors, where applicable) will retain all Intellectual Property Rights relating to the Service, the ChargerHelp Data, the ChargerHelp Portal, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the ChargerHelp Data (collectively, "ChargerHelp Property"). Customer hereby assigns to

ChargerHelp all right, title, or interest Customer may have in or to any ChargerHelp Property.

(b) License of Output. Subject to Customer's compliance with this Agreement, Customer is hereby granted a limited, non-exclusive, nontransferable, revocable license, without right of sublicense, during the Term, to access the ChargerHelp Portal and use the Output only as permitted by the functionalities of the ChargerHelp Portal and solely for its internal analysis purposes. Customer shall not copy, distribute, reproduce, modify, or use any of the ChargerHelp Property except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or the ChargerHelp Data, or any Intellectual Property Rights of ChargerHelp.

(c) Customer Data. Customer and its licensors shall (and Customer hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Customer Data and the Intellectual Property Rights with respect to such Customer Data. Customer hereby grants to ChargerHelp a perpetual, irrevocable, worldwide, royalty-free, non-exclusive, sublicensable right and license to use, copy, modify, create derivative works of, distribute, and otherwise exploit the Customer Data (including all the Intellectual Property Rights related thereto) to (i) perform its obligations or exercise its right under this Agreement, and (ii) test, develop, improve, and provide the ChargerHelp's products and services. If ChargerHelp receives any notice or claim that any Customer Data, or activities hereunder with respect to any Customer Data, may infringe or violate rights of a third party (a "Claim"), ChargerHelp may (but is not required to) suspend activity hereunder with respect to that Customer Data and Customer will indemnify ChargerHelp from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred.

(d) IP Infringement Indemnity. ChargerHelp shall hold Customer harmless from liability to unaffiliated third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided ChargerHelp is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; ChargerHelp will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of the Services (i) not performed by ChargerHelp, (ii) resulting in whole or in part in accordance from Customer requirements, (iii) that are modified by anyone other than ChargerHelp, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of is not strictly in accordance with this Agreement. Customer will indemnify ChargerHelp from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from ChargerHelp's indemnity obligation by the preceding sentence.

7. Warranty Disclaimer. THE SERVICES AND CHARGERHELP DATA AND ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND. CHARGERHELP (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

8. Limitation of Liability; Excusable Delay. IN NO EVENT WILL CHARGERHELP (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR

OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF CHARGERHELP HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THE TOTAL LIABILITY OF CHARGERHELP, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF (i) TEN THOUSAND DOLLARS, OR (ii) THE FEES PAID TO CHARGERHELP HEREUNDER IN THE THREE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Neither party shall be liable to the other for any delay or failure to perform, which is due to causes beyond the control of said party; provided, however, that failure to make any payments provided for herein shall not be excused for any such cause.

9. General.

(a) Relationship of Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement. For all purposes under this Agreement each party shall be and act as an independent contractor of the other and shall not bind nor attempt to bind the other to any contract.

(b) Non-Solicitation of Personnel. During the term of this Agreement, and for a period of one (1) year thereafter, Customer will not directly or indirectly solicit the employees or contractors of ChargerHelp without the prior written consent of ChargerHelp.

(c) Publicity. Customer agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ChargerHelp. ChargerHelp is permitted to disclose that Customer is one of its customers to any third-party at its sole discretion.

(d) Assignment. Neither party shall have the right to assign this Agreement to another party except that ChargerHelp may assign its rights and obligations to a successor to substantially all its relevant assets or business.

(e) Governing Law. This contract and any dispute arising hereunder shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. The federal and state courts sitting in Los Angeles County, California, U.S.A. will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement, provided that either party may seek injunctive relief in any court of competent jurisdiction.

(f) Amendment. ChargerHelp reserves the right to change the terms of this Agreement at any time upon prior notices to Customer. Customer may opt out of the changes within 30 days after the notice, in which event Customer may not be able to use certain features of the Services, Output, and/or the ChargerHelp Portal. Customer's continued use of the Services, Output, and/or the ChargerHelp Portal after the 30-day period shall constitute its acceptance of such changes to the terms of this Agreement. Except for changes by ChargerHelp as described here, no other amendment or modification of this Agreement will be effective unless in writing and signed by both parties.

(g) Entire Agreement; Waiver; Notices. This Agreement (and all relevant Service Orders incorporated herein) sets forth the entire understanding of the parties as to the subject matter therein, and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers must be in a writing signed by both parties, except as otherwise provided herein. Any notices in connection with this Agreement will

be in writing and sent by first class US mail, confirmed email or major commercial rapid delivery courier service to the address specified below for notice or such other address as may be properly specified by written notice hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.