

Client Terms & Conditions

Last modified: October 31, 2025

These Terms & Conditions ("Agreement") are entered into by Social Factor and the entity or person agreeing to these terms ("Client") and govern the services provided to the Client.

If the Client (as defined in the Statement of Work) executed a separate written agreement governing the products or services for the Statement of Work, then that separate agreement will apply instead of these Terms and Conditions.

This Agreement is effective when the Client signs the Statement of Work (the "Effective Date"). If you are accepting on behalf of Client, you represent and warrant that (i) you have full legal authority to bind Client to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Client, to this Agreement.

1. Services

1.1 **Services Use.** During the Term, Social Factor will provide the Services as specified in the Statement of Work, and Client may use the Deliverables and Services within Client's enterprise and for Client's internal business purposes, in accordance with this Agreement. Client will not, without the prior written express consent of Social Factor: (i) decompile, disassemble or otherwise reverse engineer the Deliverables or any portion thereof; (ii) rent, lease, sublicense, sell, transfer or otherwise grant rights in or to the Deliverables (in whole or in part) to any third party in any form; or (iii) use the Deliverables for third party training, commercial time-sharing or service bureau use.

1.2 **Change Control**

(a) **To the Services.** No change to an SOW will be effective unless and until a written change order is mutually executed by the parties.

(b) **To this Agreement.** Social Factor may make commercially reasonable updates to these Terms from time to time by posting any such update at the relevant URL. Unless otherwise noted by Social Factor, material updates to these Terms will become effective 30 days after they are posted.

1.3 **Termination.** This Agreement begins on the Statement of Work's Effective Date and lasts three years ("Initial Term"), automatically renewing for one-year "Renewal Terms" unless either party gives 30 days' written notice. The "Term" includes both the Initial and Renewal Terms. If an SOW extends beyond the Agreement's expiration, this Agreement's terms will apply until that SOW ends.

1.4 **Personnel.**

(a) Social Factor will assign employees and subcontractors with suitable qualifications to perform the Services.

(b) Social Factor may replace or change employees, consultants and subcontractors as required, without prior consent from the Client.

(c) Client agrees not to solicit or retain the services of any person who is an employee, consultant or subcontractor of Social Factor and who performed

Services pursuant to an SOW. The foregoing restriction does not apply to any employment resulting from contact initiated by personnel or from responses by personnel to general solicitations for employees, consultants or subcontractors published by a party in publications or broadcasts of general circulation or general distribution or of industry interest.

(d) While on Client's premises, Social Factor's employees and subcontractors will comply with all reasonable security practices and procedures generally prescribed by Client. Social Factor employees and subcontractors will not be required to sign any waivers, releases or other documents to gain access to Client's premises in connection with the performance of the Services and any such waivers, releases or other documents will be invalid and will have no effect.

2. **Payment Terms.**

2.1 **Invoicing.**

(a) Social Factor will invoice Client for Services, expenses, and other payments due.

(b) Unless the SOW states otherwise, Social Factor will invoice fixed-fee Services per the SOW schedule, and Client will pay within 30 days.

(c) Pre-printed terms on Client purchase orders or other documents are invalid and will not modify this Agreement or any SOW, unless expressly incorporated into an SOW.

2.2 **Taxes.** Client is responsible for all taxes, duties, and fees, except for taxes on Social Factor's net income. If Client must withhold payments, the sum payable to Social Factor will increase so Social Factor receives the original amount.

2.3 **Delinquent Payments; Suspension.** Except for amounts disputed in good faith, Client will pay interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, whichever is less) for all amounts not paid when due. Social Factor may suspend performance of Services and/or rights under any license(s) granted to Client in the event of delinquency, until such delinquency is resolved.

3. **Client Obligations.**

3.1 **Client cooperation.** Timely provision of facilities, equipment, assistance, responses, feedback, information, and data is crucial for Social Factor's service performance, as outlined in the SOW. Client must designate a project manager and allocate resources.

3.2 **Client Delays.** Social Factor is not liable for delays caused by Client's lack of cooperation. If Client's delays exceed 5 business days, Social Factor may either continue charging fees for resource allocation or propose a mutually acceptable schedule amendment, as further detailed in the SOW.

4. **Proprietary Rights**

4.1 **Background IP.** Each party retains ownership of its Background IP—all pre-existing intellectual property rights. No licenses for Background IP are granted unless expressly stated in the SOW.

4.2 **Deliverables; Third Party Technology; Third Party Services.**

(a) Social Factor grants Client a perpetual, worldwide, non-exclusive license to use the Deliverables internally. Client may not: (i) reverse engineer; (ii) sublicense, sell, or transfer to third parties; or (iii) use for third-party training, commercial time-sharing, or service bureau use without Social Factor's prior written consent.

(b) Deliverables may include Third-Party Technology with restricted licenses, as specified in the SOW. Services may also involve Third-Party Services not owned by Social Factor. Client agrees that Third-Party Services are governed by separate agreements between the Client and the provider, and Social Factor is not responsible for them.

4.3 Client Materials. The Client must supply these materials as needed for Social Factor to perform the Services, ensuring they own or have the necessary licenses and authorizations for their use. Social Factor will only use these materials to perform the Services during the Agreement term.

4.4 Reservation of Rights. Except as otherwise expressly provided herein or in any SOW, nothing in this Agreement will be deemed to grant, directly or by implication, estoppel or otherwise, any right or license with respect to any technology or other intellectual property rights of either party, and each party retains all right, title and interest in and to their respective technologies and other intellectual property rights.

4.5 General Skills and Knowledge; Client Feedback.

(a) Notwithstanding anything to the contrary in this Agreement, Social Factor will not be prohibited or enjoined at any time by Client from utilizing any general skills and knowledge acquired during the course of performing the Services under this Agreement.

(b) Client hereby assigns to Social Factor, both on Client's behalf and on behalf of its employees, contractors and/or agents, all right, title, and interest in any such Feedback, and agrees that Social Factor is free (but under no obligation) to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, such Feedback and the assignment above shall not include or be used by Social Factor in a manner that is identifiable to the Client or Client Materials.

5. Confidentiality

5.1 Confidential Information. Parties may access each other's Confidential Information, defined as information, ideas, or materials disclosed under circumstances indicating confidentiality.

5.2 Restrictions on Use.

(a) The Receiving Party must only use the Disclosing Party's Confidential Information to further this Agreement.

(b) Disclosure to third parties is prohibited without prior written consent, except to essential employees, consultants, agents, and subcontractors who are bound by similar confidentiality provisions.

(c) The Receiving Party must protect the Confidential Information with at least the same care as its own proprietary information, and no less than reasonable care.

(d) Both parties must inform the other in writing of any known misuse.

5.3 Exclusions.

(a) This agreement doesn't stop the Receiving Party from sharing Confidential Information if legally required (by court order, law, or regulation). However, if not prohibited, the Receiving Party must promptly notify the Disclosing Party, who can

then intervene (at their expense) to limit the disclosure. Additionally, each Party can disclose the agreement's terms:

- (i) as required by securities laws (with reasonable redaction)
- (ii) to legal counsel confidentially
- (iii) to financial parties and their advisors confidentially
- (iv) for enforcement purposes.

(c) Even with these exclusions, the Confidential Information remains protected for all other uses.

5.4 Equitable Relief. Both parties acknowledge that unauthorized use or disclosure of the Disclosing Party's trade secrets (Confidential Information) would cause irreparable harm, making legal remedies inadequate. Therefore, the Disclosing Party is entitled to injunctive relief, without bond, to prevent any breach of the Receiving Party's obligations regarding the Confidential Information, in addition to any other available legal or equitable remedies.

5.6 Return of Materials. Upon termination of this Agreement, each party (as Receiving Party) will immediately return to the Disclosing Party all Confidential Information of the Disclosing Party embodied in tangible (including electronic) form or, at the Disclosing Party's discretion, destroy all such Confidential Information and certify in writing to the Disclosing Party that all such Confidential Information has been destroyed.

5.7 Processing of Personal Data. Certain Confidential Information disclosed to Social Factor in connection with the Services may include Personal Data. The Parties agree that to the extent Social Factor's Services include the processing of Personal Data, such Services shall be additionally governed by the terms of the Data Processing Addendum for Social Factor clients located at <https://socialfactor.com/dpa/>, the terms of which are incorporated herein by reference.

6. Term and Termination.

6.1 Term. This Agreement is effective for an initial three-year term, automatically renewing for successive one-year terms unless terminated by either party with 30 days' written notice before the term's end. If any Statement of Work (SOW) extends beyond the Agreement's termination, the Agreement's terms will remain in effect for those SOWs.

6.2 Termination. Client can terminate this Agreement/SOW with 30 days' written notice. Either party can terminate if the other fails to perform obligations (e.g., pay fees) for 30 days after written notice. SOW termination doesn't terminate the Agreement unless specified. Either party can immediately terminate the Agreement and all SOWs with written notice for:

- (a) incurable breach
- (b) assignment for creditors' benefit
- (c) bankruptcy/liquidation proceedings or receiver appointment for substantial assets.

6.3 Effect of Termination. Upon termination, Social Factor will provide all paid-for Deliverables and return Client Materials. Clients will pay all due amounts for Services performed before termination. For fixed-fee or milestone SOWs, a pro-rata payment for in-progress Services or Deliverables is due. Sections 1.4, 2, 4, 5, 6.3, 6.4, 7, 8, 9, and 10 survive termination.

6.4 Remedies. Except as otherwise expressly stated herein, termination of this Agreement by either party will be a non-exclusive remedy and will be without prejudice to any other right or remedy of such party. Except as otherwise expressly stated herein, the rights and remedies of the parties to this Agreement are cumulative and not alternative.

7. Limited Warranty.

7.1 General Warranty. Each Party hereby represents and warrants to the other that:

- (a) such Party has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and
- (b) the making of this Agreement does not violate any agreement existing between such Party and any third party.

7.2 Limited Warranty. Social Factor hereby represents and warrants to Client that:

- (a) the Services will be performed in a professional and workmanlike manner, and
- (b) the Deliverables will, in all material respects, conform to the Specifications set forth in the applicable SOW upon delivery and for a period of 30 days thereafter.

7.3 No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, SOCIAL FACTOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE SERVICES, ANY DELIVERABLE OR WORK PRODUCT PROVIDED HEREUNDER, AND SOCIAL FACTOR HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

7.4 Warranty Claims Process. Client must report any deficiency in Services or Deliverables to Social Factor in writing within fifteen (15) days of delivery. Social Factor shall thereupon determine the validity of the warranty claim and notify Client within ten (10) business days of such notice. Upon determination of a valid warranty claim, and as the sole and exclusive remedy for such claim, Social Factor will, at its option and at no cost to Client, within a reasonable period following written notice of such deficiency in the time set forth above, provide remedial services necessary to conform to the warranty or, if such remedial services are unsuccessful, refund amounts paid solely in respect of the defective Services and/or Deliverables.

8. Limitation of Liability

8.1 Exclusion of Damages. EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, MULTIPLE, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF DATA, LOST BUSINESS OPPORTUNITIES, AND LOSS OF REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

8.2 Total Liability. EXCEPT AS PROVIDED IN SECTION 8.3 BELOW, SOCIAL FACTOR'S AGGREGATE LIABILITY, AND THAT OF ITS AFFILIATES, AND THEIR PARENT ENTITIES, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES OR ANY DELIVERABLE OR ANY WORK PRODUCT PROVIDED PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (UNDER ANY THEORY, WHETHER IN CONTRACT, TORT, STATUTORY OR OTHERWISE) WILL NOT EXCEED THE AGGREGATE FEES PAID BY

CLIENT TO SOCIAL FACTOR PURSUANT TO THE SOW GIVING RISE TO SUCH LIABILITY. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

8.3 Limitation on Other Damages. THE LIMITATIONS SET FORTH IN SECTION 8.1 AND 8.2 ABOVE WILL NOT APPLY TO EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. NOTWITHSTANDING THE LIMITATIONS SET FORTH IN SECTIONS 8.1 AND 8.2 ABOVE, A PARTY'S LIABILITY TO THE OTHER PARTY FOR:

- (a) BREACHES OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, OR
- (b) ANY LOSS, UNAUTHORIZED DISCLOSURE, THEFT, OR COMPROMISE OF CLIENT DATA OR PERSONAL INFORMATION HEREUNDER, WILL BE LIMITED TO THE MAXIMUM AMOUNT AVAILABLE UNDER SUCH PARTY'S INSURANCE. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION.

8.4 Contractual Statute of Limitations. Except for actions for non-payment, breach of Social Factor's proprietary rights in the Deliverables, or a party's indemnification obligations, no action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has accrued.

8.5 Acknowledgment. Client acknowledges that the limitations of liability contained in this Section 8 are a fundamental part of the basis of Social Factor's bargain hereunder, and Social Factor would not enter into this Agreement absent such limitations.

9. Indemnities

9.1 By Social Factor.

(a) Social Factor will defend, indemnify and hold harmless Client, its Affiliates (as defined below) and its and their parents, directors, employees and agents (collectively for purposes of this Section 9.1, "Client") from and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) finally awarded against Client or agreed upon by Social Factor in settlement to the extent arising out of or resulting from a third party claim:

- (i) for death or bodily injury, or the damage, loss or destruction of real or tangible physical personal property of third parties (including employees of Client) brought against Client and alleged to have been caused by the fault or negligence of Social Factor; and/or
- (ii) that the Services or Deliverables (excluding any Client Materials, Feedback, Third Party Services, or Third Party Technology) infringe a U.S. patent, or any copyright, or otherwise misappropriate any trade secrets of a third party.

(b) If such notice, suit or action occurs, or if Client's use of any of the Services or Deliverables hereunder is, or in Social Factor's opinion is likely to be, enjoined due to the type of infringement specified above, then Social Factor may undertake at its sole option, and at its expense, one or more of the following:

- (i) procure for the Client the right to continue using the affected Services or Deliverables under the terms of this Agreement;
- (ii) replace or modify the Services or Deliverables to render them non-infringing and substantially equivalent or better in function to the enjoined item; or
- (iii) if options (i) and/or (ii) above cannot be accomplished despite Social Factor's commercially reasonable efforts, then Social Factor will cease providing, and Client will cease using, the Services and Deliverables at issue and Social

Factor will refund the unamortized portion of the amounts paid for the Services or Deliverable at issue, based upon a straight-line five year depreciation commencing as of the date such Service was completed or Deliverable was delivered to Client.

(c) Notwithstanding the terms of this Section 9.1, Social Factor will have no liability or obligation of any kind to the extent it results from:

(i) any Services or Deliverables provided or made to specifications furnished by or on behalf of Client;

(ii) any infringement, damages or loss arising out of the use of the Services or Deliverables in combination with other hardware, equipment, software or materials not furnished by Social Factor, including any Client Materials, Third Party Technology, Third Party Services, or otherwise (if such would not have occurred but for such combined use);

(iii) use of the Deliverables in a manner not normally intended, or to any patent, copyright or trade secret in which Client, or any Client Affiliate, has a direct or indirect interest;

(iv) modification or alteration of the Deliverables by Client, without Social Factor's express written authorization and direct supervision (if such infringement would not have occurred but for such modification or alteration);

(v) Client's continuing such allegedly infringing activity after being informed by Social Factor and provided, at no additional charge, with modifications that would have avoided the alleged infringement and reasonable time to implement such modifications; or

(vi) Client's use of such Services or Deliverables in breach of this Agreement.

(d) This Section 9.1 contains and limits the entire liability and obligations of Social Factor for intellectual property rights infringements by the Services, Deliverables or Work Product.

9.2 By Client. Client will defend, indemnify and hold harmless Social Factor, its Affiliates and its and their parents, directors, employees, contractors, and agents (collectively for purposes of this Section 9.2, "Social Factor") from and against any liability, claim, damage, cost or expense (including reasonable attorneys' fees) finally awarded against Social Factor or agreed upon by Client in settlement to the extent arising out of or resulting from a third party claim:

(a) for death or bodily injury, or the damage, loss or destruction of real or tangible physical personal property of third parties (including employees of Social Factor) brought against Social Factor and alleged to have been caused by the fault or negligence of Client;

(b) arising in any manner out of the Client Materials, including that such infringe a U.S. patent, or copyright, or otherwise misappropriates any trade secret(s) or privacy right(s) of a third party,

(c) arising out of Social Factor's use of Third Party Services on behalf of Client, and/or

(d) Client's breach of the Agreement and any SOW and/or breach of any applicable law or regulation.

9.3 Indemnity Process.

(a) The party seeking to be indemnified will give prompt written notice to the other party of the claim against which it seeks to be indemnified and will provide the indemnifying party, at the indemnifying party's expense, with the assistance reasonably necessary for the defense and settlement of the claim. The failure by the indemnified party to timely furnish to the indemnifying party any notice required to be furnished under this Section 9 will not relieve the indemnifying party of its obligations under this Section 9, except to the extent such failure materially and adversely prejudices the ability of the indemnifying party to defend such matter.

(b) The indemnifying party will have sole control of the defense and settlement of any such claim. The indemnifying party will not be liable for any settlement of a claim effected without its prior express written consent (which consent will not be unreasonably withheld or delayed).

(c) The indemnifying party will not enter into any settlement of any claim that would constitute an admission of guilt or liability on the part of the indemnified party, without the indemnified party's prior express written consent (which consent will not be unreasonably withheld or delayed).

(d) The indemnified party may engage counsel of its choice at its own expense.

10. General

10.1 Publicity. Upon the completion of the first SOW in accordance with its terms:

(a) Social Factor may identify Client as a customer of Social Factor in marketing materials and in demonstrations and presentations in a list of clients.

(b) identifying Client as a customer may include using Client's name and/or using an exact copy of Client's corporate logo

(c) Client authorizes Social Factor to issue a press release with respect thereto and such press release will be subject to the prior written consent of Client, which consent will not be unreasonably withheld or delayed.

(d) Client may request removal at the end of the term.

10.2 Entire Agreement. This Agreement and the applicable Statement of Work referencing it is the complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes all prior or contemporaneous proposals, understandings, representations, warranties, promises and other communications, whether oral or written, relating to such subject matter.

10.3 Governing Law. This Agreement is to be construed in accordance with and governed by the internal laws of the State of Texas without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Texas to the rights and duties of the Parties. Should any legal suit, action or proceeding arising out of or relating to this Agreement be commenced in accordance with Section 10.4 (Dispute Resolution), it will be commenced in a federal court in the Western District of Texas or in state court in the Travis County, Texas, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding. The parties hereby exclude the application hereto of the United Nations Convention on Contracts for the International Sale of Goods.

10.4 Dispute Resolution. Should a dispute, controversy, or claim (each, a "Dispute") develop between the Parties under this agreement (including without limitation, one respecting the validity, material breach, suspension, or termination hereof), the

procedures set forth below shall apply (collectively, the "Procedures"). The Procedures shall be the exclusive mechanism available to the parties for resolving Disputes hereunder.

(a) **Negotiation.** In the event of a Dispute, the Parties must first attempt to informally negotiate and resolve their conflict at the operational level; i.e., through meeting(s) between each party's representative(s) with decision-making authority. Once all reasonable good faith efforts to do so have been made, any unresolved disputes are first submitted to upper management for negotiation. Executives will promptly attempt to resolve the conflict in good faith. If unresolved after 21 days, parties may seek mediation. Negotiations begin with written notice of the dispute and request for resolution. Either party can seek equitable relief, such as an injunction, before or during negotiations to preserve the status quo. All communications are confidential and treated as compromise and settlement negotiations under Federal and applicable state rules. However, otherwise admissible or discoverable evidence remains so, even if used in negotiations.

(b) **Mediation.** Parties may request confidential mediation in Austin, Texas (or virtually) through the American Arbitration Association's Commercial Mediation Rules. Each party submits a written request with dispute details and cooperates in good faith. Mediation fees are split. All communications are confidential and treated as compromise/settlement negotiations. Admissible evidence remains admissible. Either party can seek equitable relief (e.g., injunction) before or during mediation to preserve the status quo. If no resolution within 60 days of the request or after the initial session, parties proceed to binding arbitration or litigation. Neither arbitration nor litigation can be pursued until then, except to protect interests.

(c) **Arbitration or Collaborative Law.** After negotiation and mediation, parties can commence binding arbitration or, if mutually agreed, pursue Collaborative Law. If Collaborative Law is declined by either party, confidential arbitration will proceed under the American Arbitration Association's Commercial Arbitration Rules, either virtually or in Travis County, Texas. The arbitration will be conducted by a single arbitrator, appointed within 15 days of the Request for Arbitration, or by the AAA if the parties fail to agree. The arbitrator must be impartial, experienced in contract and licensing law, and have no material business relationship with the parties. Arbitration commences within 30 days of appointment, completes within 60 days, and the award is issued within 30 days of completion (extensions are possible by agreement). Parties must cooperate and participate in good faith. The arbitrator's award is final and binding; parties waive all appeal rights. The prevailing party can recover attorneys' fees and costs. All aspects of arbitration or Collaborative Law are confidential, except as legally required or for enforcing an award. Arbitrators must also agree to maintain confidentiality.

THIS AGREEMENT CONTAINS PROVISIONS REQUIRING ALTERNATIVE RESOLUTION OF DISPUTES, UP TO AND INCLUDING ARBITRATION. SUCH PROCEEDINGS ARE WAYS TO RESOLVE DISPUTES WITHOUT USE OF THE COURT SYSTEM. BY ENTERING INTO AGREEMENTS THAT REQUIRE ARBITRATION AS THE WAY TO RESOLVE DISPUTES, YOU GIVE UP (WAIVE) YOUR RIGHT TO GO TO COURT TO RESOLVE THOSE DISPUTES BY A JUDGE OR JURY. THESE ARE IMPORTANT RIGHTS THAT SHOULD NOT BE GIVEN UP WITHOUT CAREFUL CONSIDERATION.

10.5 Modification and Waiver.

(a) No amendment or modification to this Agreement or any SOW, or waiver of any provision, will be valid or binding upon the parties unless in writing and signed by an authorized representative of each Party.

(b) No failure or delay on the part of either Party in the exercise of any right or privilege hereunder will operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor will any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

10.6 Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

10.7 Assignment. Neither Party will assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any of its rights or obligations under this Agreement without the prior written express consent of the other Party; provided, however, either Party may assign, sell, transfer, delegate or otherwise dispose of this Agreement or any of its rights and obligations hereunder to such Party's Affiliate, or to a third party (in either case, that is not a direct competitor of the other Party) as part of a merger, consolidation, corporate reorganization, sale of all or substantially all of such party's assets, sale of stock, change of name or like event to which this Agreement pertains. Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns. An entity will be deemed to control another entity if it has the power to direct or cause the direction of the management or policies of such entity, whether through ownership or voting securities, by contract, or otherwise.

10.8 Insurance. During this Agreement and for two years thereafter, Social Factor will, at its sole cost and expense, procure and maintain reasonable insurance types and amounts as necessary for providing its services. Upon request, Social Factor will provide Client with original Certificates of Insurance and endorsements evidencing its insurance coverage.

10.9 Notices.

(a) All notices permitted or required hereunder will be in writing, and will be deemed to be duly given if delivered by any of the following methods:

(i) by electronic mail

(ii) by personal delivery

(iii) by registered or certified mail, postage prepaid, return receipt requested

(iv) by a globally or nationally (as the case may be) recognized express mail, courier, or delivery service.

(b) A notice sent by electronic mail will be deemed given on the date of electronic confirmation of receipt; if notice is given in person, it will be effective upon receipt; if notice is given by express courier, it will be effective one business day after deposit with the delivery service; and if notice is given by mail, it will be effective

four days after deposit in the mail. Notices will be addressed to Social Factor as follows or to such other address as will be given in accordance with the SOW:

Social Factor
Attn: Legal Dept.
1227 W. Magnolia Ave.
Suite 502
Fort Worth, TX 76104
OR: legal@socialfactor.com

10.10 Export Control. The Parties acknowledge that certain technical information disclosed under this Agreement may be subject to the export control laws or regulations of the United States. Each Party agrees that it will comply fully with all relevant regulations of the U.S. Department of Commerce, with the U.S. Export Administration Act, and with any other import and/or export control laws or regulations of the United States. Each party further agrees that, unless proper authorization is obtained, it will not export, re-export, or transship, directly or indirectly, any technical information disclosed by the other Party hereunder, to any country, end user, or end use that is prohibited by United States' laws.

10.11 Force Majeure. Except for fees due by Client, both Parties will be excused from performance under this Agreement and any related SOW for any period to the extent that a Party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, acts of God, natural disasters, war or other hostilities, labor disputes, civil disturbances, governmental acts, orders or regulations, third party non-performance, or failures or fluctuations in infrastructure and utilities, such as electrical power, heat, light, air conditioning or telecommunications equipment.

10.12 Relationship of Parties. Relationship of Parties. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the Parties will at all times be and remain independent contractors. Except (i) as expressly agreed by the Parties in writing, and (ii) to the extent Client provides Social Factor with access credentials to its own Third Party Services for the performance of Services hereunder, neither Party will have any other right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

10.13 Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.14 Construction. This Agreement will be construed without regard to any presumption or rule requiring construction against the drafting party. Each of the individuals executing this Agreement on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.

10.15 Counterparts. This Agreement and each SOW may be signed in one or more counterparts, including use of e-signature technology, each of which counterpart will be deemed an original, but all of which together will constitute one and the same

instrument. The parties agree that a facsimile or other electronic form of a signed counterpart will be as effective and have the same force and effect as the original.

10.16 No Third Party Beneficiaries. This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

11. Definitions.

"Affiliate" means any entity which currently exists or is later acquired that: (a) controls, (b) is controlled by, or (c) is under common control with a Party.

"Agreement" means these Terms & Conditions.

"Client" means the entity or person agreeing to these terms.

"Client Materials" encompasses all documentation, content, data, software, hardware, and trademarks provided by the Client, including credentials for Third-Party Services.

"Confidential Information" includes agreement terms, pricing, business plans, technical data, product ideas, methodologies, algorithms, routines, and personnel, Client, contract, and financial information. Information is not confidential if it's already possessed without a confidentiality duty, becomes public knowledge without breach, is obtained from an unrelated third party without a confidentiality duty, or is independently developed by the Receiving Party.

"Effective Date" means when the Client signs the Statement of Work.

"Feedback" includes client-provided feedback, suggestions, and comments to Social Factor regarding the Services.

"General Skills and Knowledge" includes, without limitation, information publicly known or that could reasonably have been acquired in similar work performed for another client, but does not incorporate or otherwise reflect and is not based upon any Client Confidential Information.

"including" means including but not limited to.

"Personal Data," which, for purposes of this Agreement, will mean and include, collectively any data or information accessible, collected by and/or made available to Social Factor as a result of provision of any Services and/or its business relationship with Client that identifies, relates to, or could reasonably be linked with an identifiable person or household, including but not limited to: name, address, telephone number, e-mail address, social security number or driver's license number.

"Term" and "Initial Term" have the meanings stated in Section 1.3 (Agreement Term) of this Agreement.

Previous Versions

Last modified October 31, 2025