Workshop

WORKSHOP SOFTWARE, INC.
MASTER SERVICE AGREEMENT

Last Updated: August 28, 2026

This Master Subscription Agreement ("**Agreement**") governs Customer's access to and use of the Workshop's hosted software services (including any associated website(s), applications, features, and support services) made available by Workshop (collectively, the "**Services**") under one or more order forms, statements of work, or similar ordering documents that reference or incorporate this Agreement (each, an "**Order Form**").

This Agreement is entered into by and between Workshop Software, Inc., a Delaware corporation with its principal place of business at 1229 Millwork Avenue, Suite 200, Omaha, NE 68102 ("**Workshop**"), and the customer entity entering into an Order Form ("**Customer**"), and is effective as of the effective date set forth in the applicable Order Form (the "**Effective Date**").

In the event of any conflict or inconsistency between the documents governing Customer's use of the Services, the following order of precedence will apply (from highest priority to lowest priority): (1) the applicable Order Form (including any exhibits, schedules, or addenda thereto), (2) the Data Processing Addendum ("**DPA**"), solely with respect to the processing of Personal Data, and (3) this Master Subscription Agreement.

Any additional or different terms contained in a purchase order or similar document submitted by Customer shall be of no force or effect unless expressly agreed to in writing by Workshop. Execution of an Order Form constitutes acceptance of this Agreement.

1. SAAS SERVICES AND SUPPORT

1.1 Provision of Services. Subject to the terms of this Agreement and the applicable Order Form, Workshop will use reasonable efforts to provide Customer access to and use of the Services during the Term. Customer's use of the Services is also subject to Workshop's Terms of Service, available at https://useworkshop.com/terms-of-service/, and Data Processing Addendum

("**DPA**"), available at https://useworkshop.com/dpa/, in each case to the extent applicable (collectively, the "**Policies**"), each of which is incorporated into this Agreement by reference. Workshop may update the Policies from time to time and will use commercially reasonable efforts to notify Customer of any material changes to the Policies. If there is a conflict between this Agreement and the Policies, this Agreement will control, except that the DPA will control with respect to the processing of Personal Data. As part of the registration process, Customer will designate one or more authorized users to access the Services, and access will be provided through login credentials issued or created through the Services. Customer is responsible for maintaining the confidentiality of its account credentials and for all activities that occur under Customer's account.

1.2 Authorized Use; Limitations. During the Term, Customer may grant its authorized users access to the Services, subject to the scope, limitations, and quantities (including any user or usage limits) set forth in the applicable Order Form. Customer may be required to pay additional Fees for additional users, service tiers, or functionality as set forth in an Order Form (or an additional Order Form) executed by the parties. Customer shall not permit the shared use of user login information or accounts.

1.3 Additional Services. If Customer and Workshop agree in an Order Form that Workshop will provide professional services or other additional services, Workshop will provide (or obtain from third parties) such services at the rates and on the terms set forth in the applicable Order Form.

1.4 Updates; Changes. Workshop may modify the Services from time to time, provided that such modifications do not materially reduce the core functionality of the Services. Workshop will use commercially reasonable efforts to keep Customer informed of service updates, scheduled maintenance, and other developments that may reasonably affect Customer's use of the Services. Unless otherwise agreed in an Order Form, updates to the Services will not change the Fees during the then-current Term. Workshop may from time to time offer additional features, functionality, or service tiers ("**Add-On Services**") for an additional fee. Customer may elect to purchase Add-On Services directly through the Services by accepting the applicable terms and pricing presented within the platform. Customer's acceptance of Add-On Services through the Services shall constitute a binding agreement to pay the applicable fees, and such acceptance

shall be deemed a written amendment to this Agreement for purposes of Section 6.1, effective immediately upon acceptance unless otherwise provided for on the Services.

1.5 Implementation Services. Workshop will provide Customer with Implementation Services upon commencement of the Initial Service Term (and any renewal thereof). Any additional professional services or other additional services will be provided only if expressly included in an Order Form, at the rates set forth therein. Implementation Services are limited to standard onboarding and configuration services and do not include custom development unless expressly agreed in an Order Form.

1.6 AI Features. The Services may include features and functionality that utilize artificial intelligence, machine learning, or similar technologies ("**AI Features**"). AI Features are provided as part of the Services and are subject to the terms of this Agreement. Workshop may establish usage limits, quotas, credits, or other restrictions on AI Features, which may be displayed within the Services and may change from time to time. The specific terms governing credits, including allocation, expiration, rollover, and pricing, will be as displayed within the Services or as set forth in the Order Form. If Customer's use of AI Features exceeds any applicable usage limits, quotas, or credit allocations displayed within the Services, Customer shall be billed for such excess usage at the rates then in effect as displayed within the Services or as otherwise communicated to Customer in writing. Customer acknowledges that certain AI Features may include automated or semi-automated functionality (such as suggested actions, recommendations, or workflows); however, such features are intended to assist, not replace, human decision-making. Customer is solely responsible for reviewing, approving, and supervising any actions taken or content generated through AI Features before implementation, and Workshop shall have no liability for any decisions made or actions taken by Customer or its authorized users based on AI Feature outputs.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Restrictions. Customer will not, and will not permit any third party to, directly or indirectly: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of the Services (except to

the extent such restriction is prohibited by applicable law); (b) modify, translate, or create derivative works based on the Services (except as expressly permitted by Workshop or authorized within the Services); (c) use the Services for timesharing, service bureau purposes, or otherwise for the benefit of any third party other than Customer's authorized users; or (d) remove any proprietary notices or labels.

2.2 Export Controls; Government Users. Customer may not remove or export from the United States or allow the export or re-export of the Services (or any direct product thereof) in violation of applicable laws or regulations, including export control and sanctions laws administered by the U.S. Department of Commerce, the U.S. Department of the Treasury Office of Foreign Assets Control, or any other applicable governmental authority. The Services and related documentation are "commercial items" and "commercial computer software" and "commercial computer software documentation," and any use, modification, reproduction, release, performance, display, or disclosure by the U.S. Government will be governed solely by the terms of this Agreement.

2.3 Compliance with Laws. Each party represents, covenants, and warrants that its performance under this Agreement will comply with applicable laws and regulations. Customer is solely responsible for ensuring that its use of the Services (including the collection, use, storage, and transmission of Customer Data) complies with applicable laws. Although Workshop has no obligation to monitor Customer's use of the Services, Workshop may do so to support the Services and to help ensure compliance with this Agreement and applicable law.

2.4 Customer Data Rights. Customer represents and warrants that it and its authorized users have and will have the legal right to possess, store, and transmit all Customer Data stored on and transmitted through the Services.

2.5 Customer Systems; Account Security. Customer is responsible for obtaining and maintaining any equipment, devices, and internet connectivity required to access and use the Services. Customer is responsible for maintaining the security of its account, passwords (including administrative and user passwords), and files, and for all use of Customer's account, whether or not authorized by Customer (except to the extent resulting from Workshop's breach of this Agreement).

2.6 Acceptable Use; Suspension. Customer will not, and will not permit any authorized user to,

use the Services in violation of applicable law or Workshop's Terms of Service, available at https://useworkshop.com/terms-of-service/, which is incorporated into this Agreement by reference. Workshop may suspend Customer's or any authorized user's access to the Services (in whole or in part) if Workshop reasonably determines that: (a) Customer's or an authorized user's use of the Services violates the Terms of Service or applicable law; (b) Customer's or an authorized user's use of the Services poses a security risk to the Services; or (c) Customer's or an authorized user's use of the Services materially impacts the integrity, availability, or performance of the Services for Workshop or other customers. Where practicable, Workshop will provide notice of the suspension and will restore access promptly after the issue giving rise to the suspension is resolved. Customer will reasonably cooperate with Workshop to investigate and resolve any suspected violation of the Terms of Service or applicable law.

3. INTELLECTUAL PROPERTY AND RELATED RIGHTS

3.1 Workshop Intellectual Property. As between the parties, Workshop (and its licensors) owns and retains all right, title, and interest in and to the Services, including all improvements, enhancements, modifications, documentation, and other technology or materials provided by Workshop under this Agreement (including in connection with Implementation Services, support, or any Additional Services), and all related intellectual property and proprietary rights. If Customer or its authorized users provide any suggestions, ideas, enhancement requests, feedback, or recommendations regarding the Services ("**Feedback**"), Workshop may use such Feedback without restriction or obligation to Customer.

3.2 License to Use Services. Subject to Customer's compliance with this Agreement and payment of all applicable Fees, Workshop grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right during the Term to access and use the Services solely for Customer's internal business purposes, by and through Customer's authorized users, and in accordance with the applicable Order Form.

3.3 Customer Data. As between the parties, Customer retains all right, title, and interest in and to all data, content, documents, communications, and other materials submitted through the Services by or on behalf of Customer or its authorized users ("**Customer Data**"). Workshop does

not acquire any ownership interest in Customer Data. Workshop may access, use, process, and disclose Customer Data only as necessary to provide and support the Services, to comply with applicable law, or as otherwise permitted under this Agreement and the applicable DPA.

3.4 Service Usage Data. Workshop may collect and use data and information related to Customer's and its authorized users' use of the Services (including technical logs, telemetry, and usage statistics) for purposes of operating, supporting, securing, and improving the Services. Service Usage Data does not include the content of Customer communications processed through the Services. Workshop may disclose Service Usage Data only in aggregated and/or de-identified form and in a manner that does not identify Customer or any individual. For clarity, Workshop will not use Customer Data to develop or train generalized machine learning or artificial intelligence models for use outside Customer's instance of the Services, unless expressly agreed in writing by the parties.

3.5 Publicity. Subject to Customer's brand guidelines, Workshop may identify Customer by name and logo as a customer of the Services in Workshop's marketing materials, provided that Workshop obtains Customer's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, execution of an Order Form shall constitute Customer's consent for Workshop to list Customer's name (but not logo) as a customer reference.

4. DATA PROCESSING

4.1 Customer Responsibilities. Customer acknowledges and agrees that the Services may permit Customer and its authorized users to upload, store, transmit, or otherwise process information that may constitute Personal Data. Customer represents and warrants that it has all necessary rights, permissions, and lawful bases to provide such Personal Data to Workshop for processing in connection with the Services. As between the parties, Customer is responsible for ensuring that its use of the Services and processing of Personal Data complies with applicable laws.

4.2 Sensitive Data; HIPAA. Customer will not upload, submit, or otherwise make available through the Services any (a) special categories of personal data or sensitive personal data (as defined under applicable Data Protection Laws), including personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership,

genetic data, biometric data, sex life or sexual orientation, or (b) protected health information regulated under the Health Insurance Portability and Accountability Act ("**HIPAA**"), in each case unless expressly agreed in writing by Workshop and Customer and subject to appropriate safeguards and any required amendments or addenda.

4.3 Processor Obligations. To the extent Workshop processes Personal Data contained in Customer Data as a processor on Customer's behalf, such processing will be governed by Workshop's Data Processing Addendum ("**DPA**"), available at https://useworkshop.com/dpa/, which is incorporated into and forms part of this Agreement. Workshop will process Customer Data only in accordance with this Agreement and the DPA. To the extent Workshop processes Personal Data as an independent controller (for example, Customer Account Data and certain Customer Usage Data), such processing will be governed by Workshop's Privacy Policy.

4.4 Order of Precedence. In the event of any conflict or inconsistency with respect to the processing of Personal Data, the following order of precedence will apply (from highest priority to lowest priority): (1) the Data Processing Addendum ("**DPA**") (to the extent applicable); (2) the applicable Order Form, solely with respect to any data protection terms expressly set forth therein; (3) this Agreement; and (4) the Terms of Service, in each case as incorporated by reference.

4.5 Privacy Policy. Workshop will handle all Personal Data processed in connection with the Services in accordance with its Privacy Policy, available at https://useworkshop.com/privacy-policy/, as updated from time to time. The Privacy Policy is a notice document and does not form part of this Agreement.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. Pursuant to this Agreement, each party (the "**Receiving Party**") may, from time to time, learn, receive, hold, or have access to (in written, oral or electronic form) Confidential Information from the other party (the "**Disclosing Party**"). "**Confidential Information**" means any non-public information disclosed by or on behalf of the Disclosing Party to the Receiving Party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances

of disclosure, including information relating to the Disclosing Party's business, products, services, technology, customers, pricing, finances, roadmaps, and Intellectual Property. Confidential Information includes all Customer Data. For clarity, the processing and protection of Personal Data contained within Customer Data is governed by the applicable Data Processing Addendum. The foregoing notwithstanding, Confidential Information shall not include any information which: (i) is already known by means not subject to a confidentiality obligation of the Receiving Party at the time disclosed by the Disclosing Party; (ii) is or becomes available through public sources apart from any unauthorized disclosure by the Receiving Party; (iii) is obtained by the Receiving Party from a third party who has the right to disclose the same, or (iv) is independently derived by Receiving Party without recourse to any of the Confidential Information.

5.2 Protection Obligations. During the Term and for a period of five (5) years thereafter, the Receiving Party shall protect any Confidential Information of the Disclosing Party that does not constitute a trade secret: (i) by limiting use and disclosure to its employees, agents, and independent contractors who have a need to know such Confidential Information for purposes of performing obligations under this Agreement; and (ii) by exercising reasonable care to prevent unauthorized use or disclosure, which shall in no event be less than the same degree of care it uses to protect its own information of like importance from unauthorized use or disclosure. With respect to Confidential Information that constitutes a trade secret under applicable law, the Receiving Party's obligations under this Section shall survive for so long as such information remains a trade secret.

5.3 Permitted Disclosures. Notwithstanding the foregoing, either party may disclose Confidential Information received hereunder: (i) to the extent required by a mandatory discovery request, disclosure requirement, subpoena, court order, or other order of a court, tribunal, or government agency, provided that, to the extent legally permitted, the Receiving Party gives the Disclosing Party prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief; (ii) to the Receiving Party's legal counsel, independent accountants, auditors, or other professional advisors who have a need to know such Confidential Information for purposes of advising the Receiving Party in connection with this

Agreement, provided that such advisors are bound by confidentiality obligations no less protective than those set forth herein.

The Receiving Party shall reasonably cooperate with the Disclosing Party, at the Disclosing Party's written request and expense, in any efforts to seek confidential treatment or limit the scope of such disclosure. If the Disclosing Party does not obtain a protective order or other relief, the Receiving Party may disclose only the minimum amount of Confidential Information legally required to comply with the applicable legal requirement.

5.4 Customer Confidential Information. Workshop will not access, use, or disclose Customer's Confidential Information (including Customer Data) except as necessary to provide and support the Services, as permitted by this Agreement and the applicable DPA, to comply with applicable law, or as otherwise authorized by Customer in writing. Workshop will implement commercially reasonable administrative, technical, and organizational measures designed to limit access to Customer Confidential Information to those Workshop personnel and contractors with a need to know for the foregoing purposes.

6. PAYMENT OF FEES

6.1 Fees, Overages, and Price Changes. Customer will pay Workshop the then-applicable fees described in the applicable Order Form for the Services and any Additional Services provided under this Agreement (the "**Fees**"). If Customer's use of the Services exceeds any usage-based or quantity-based limitations expressly set forth in the applicable Order Form, Customer shall be billed for such excess usage in accordance with the rates specified in the Order Form. Customer agrees that its acceptance of Add-On Services (as defined in Section 1.4) through the Services, including by clicking "accept," "agree," or similar acceptance mechanism presented within the platform, constitutes a valid written agreement binding on Customer. All other fees, charges, or changes to Fees must be agreed to by the parties in writing, including via a mutually executed Order Form or amendment. If Customer believes that Workshop has billed Customer incorrectly, Customer must contact Workshop within sixty (60) days after the date of the applicable invoice or billing statement in which the issue first appeared in order to receive an adjustment or credit. Inquiries should be directed to Workshop's customer support department.

6.2 Invoicing, Payment Terms, Interest, and Taxes. Workshop may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Workshop thirty (30) days after the invoice date, unless otherwise specified in the applicable Order Form. Unpaid amounts are subject to a finance charge of 1.0% per month, or the maximum rate permitted by law, whichever is lower, plus all reasonable expenses of collection. Workshop may suspend access to the Services or terminate this Agreement in accordance with Section 7. Customer is responsible for all applicable sales, use, VAT, GST, withholding, or similar taxes or duties associated with the Services, other than taxes based on Workshop's net income. If Customer is exempt from any such taxes, Customer will provide Workshop with a valid tax exemption certificate or other documentation reasonably requested by Workshop. Workshop may allow payment by invoice or may require Customer to maintain an active payment method on file, as specified in the applicable Order Form.

7. TERM AND TERMINATION

7.1 Term. This Agreement begins on the Effective Date and will remain in effect for the subscription term set forth in the applicable Order Form (the "**Initial Term**"), unless earlier terminated in accordance with this Agreement.

7.2 Renewal. Unless otherwise specified in an Order Form, the Services will renew for successive renewal terms equal in length to the Initial Term (each, a "**Renewal Term**"), unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.3 Termination for Cause. Either party may terminate this Agreement by written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach (except where the breach is not curable or a shorter cure period is required by applicable law); (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to any bankruptcy, receivership, liquidation, or similar proceeding; or (c) in connection with its performance under this Agreement, willfully or recklessly violates applicable law in a manner that materially affects the other party.

In addition, Workshop may suspend access to the Services for nonpayment and may terminate

this Agreement if Customer fails to pay any undisputed Fees within ten (10) days after receiving written notice of nonpayment.

7.4 Effect of Termination. Customer will pay all undisputed Fees accrued through the effective date of termination. Upon termination or expiration of this Agreement, Workshop will, for a period of thirty (30) days following such termination or expiration, make Customer Data available to Customer for export or retrieval through the Services, in a standard, commercially reasonable format supported by the Services.

After such thirty (30)-day period, Customer Data will be rendered inaccessible and deleted in accordance with Workshop's data retention and deletion practices and the applicable Data Processing Addendum, unless Workshop is required to retain such data by applicable law.

7.5 Survival. All provisions of this Agreement that by their nature should survive termination or expiration will survive, including accrued payment obligations, Sections 3.1, 3.3, and 3.4 (Intellectual Property and Related Rights), Section 5 (Confidentiality), Section 7.4 (Effect of Termination), Section 8 (Warranty and Disclaimers), Section 9 (Limitation of Liability), Section 10 (Indemnification), and Section 11 (Miscellaneous).

8. WARRANTY AND DISCLAIMER

Workshop will use commercially reasonable efforts, consistent with prevailing industry standards, to provide and operate the Services in a professional and workmanlike manner. The Services may be temporarily unavailable for scheduled maintenance, unscheduled emergency maintenance, or causes beyond Workshop's reasonable control. Workshop will use commercially reasonable efforts to provide advance notice of scheduled maintenance that is reasonably likely to materially impact availability.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES (INCLUDING ANY IMPLEMENTATION SERVICES) ARE PROVIDED "AS IS" AND WORKSHOP DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WORKSHOP DOES NOT

WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR (A) BODILY INJURY OF A PERSON, (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (i) FOR ERROR OR INTERRUPTION OF USE, (ii) FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; OR (iii) FOR ANY INDIRECT OR IMMEASURABLE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, IN EACH CASE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR (A) BODILY INJURY OF A PERSON, (B) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO WORKSHOP BY CUSTOMER UNDER THIS AGREEMENT FOR THE TWO (2) YEAR PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. INDEMNIFICATION

10.1 IP Infringement Indemnity. Workshop shall indemnify, defend, and hold Customer harmless from and against any third-party claims, damages, and costs (including reasonable attorneys' fees) arising out of an allegation that the Services, as provided by Workshop and used by Customer in accordance with this Agreement, infringe or misappropriate such third party's

intellectual property rights. Workshop will have no obligation under this Section 10.1 if the claim arises from: (a) Customer Data or other materials provided by or on behalf of Customer; (b) Customer's modification of the Services; (c) use of the Services in combination with products, services, software, or systems not provided by Workshop; (d) use of the Services outside the scope of this Agreement or applicable Order Form; (e) Customer's failure to use updates or modifications provided by Workshop that would have avoided the alleged infringement; or (f) Workshop's compliance with specifications, instructions, or customization requests provided by or on behalf of Customer.

10.2 Customer Indemnity. Customer shall indemnify, defend, and hold harmless Workshop from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of Customer's use of the Services in violation of applicable law, including any claims relating to Customer's collection, use, storage, transmission, or communication of data in violation of the CAN-SPAM Act, TCPA, or similar laws.

10.3 Indemnification Procedure. The party seeking indemnification (the "**Indemnitee**") will promptly notify the other party (the "**Indemnitor**") in writing of any claim for which it seeks indemnification, provided that failure to give prompt notice will not relieve the Indemnitor of its obligations except to the extent materially prejudiced. The Indemnitor will have control of the defense and settlement of the claim, provided that the Indemnitee may participate in the defense with counsel of its own choosing at its own expense. The Indemnitor may not settle any claim in a manner that admits liability on behalf of the Indemnitee or imposes obligations on the Indemnitee without the Indemnitee's prior written consent (not to be unreasonably withheld or delayed). The Indemnitee will provide reasonable cooperation and assistance in the defense of the claim.

10.4 Infringement Claims; Remedies. If the Services are, or in Workshop's opinion, are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property right, or if Customer's use of the Services is enjoined or threatened to be enjoined, Workshop may, at its option and sole cost and expense, (a) obtain the right for Customer to continue to use the Services materially as contemplated by this Agreement; (b) modify or replace the Services, in whole or in part, to make the Services non-infringing, while providing materially

equivalent features and functionality, and such modified or replacement services will constitute Services hereunder; or (c) terminate this Agreement, in its entirety or with respect to the affected part or feature of the Services, effective immediately on written notice to Customer, in which event: Workshop shall refund Customer, on a pro rata basis, any prepaid Fees for the terminated portion of the Services that would have been provided during the remaining Term.

10.5 Exclusive Remedy. This Section 10 sets forth Customer's sole remedies and Workshop's sole liability and obligation with respect to any claim that the Services infringe or misappropriate any third-party intellectual property rights.

11. MISCELLANEOUS

11.1 General Provisions. 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. Neither party may assign or transfer this Agreement without the other party's prior written consent, which will not be unreasonably withheld or delayed; provided that either party may assign this Agreement without consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Workshop may use subcontractors and other third parties to perform the Services, provided that Workshop remains responsible for their performance under this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by New York law without regard to

its conflict of laws provisions, and the parties agree to resolve any disputes arising out of or relating to this Agreement exclusively in the state or federal courts located in New York County, New York.

11.2 Force Majeure. Neither party will be liable for any failure or delay in performing its obligations under this Agreement (excluding payment obligations) due to causes beyond its reasonable control, including natural disasters, epidemics or pandemics, war, terrorism, civil unrest, labor disputes, governmental actions, interruptions or failures of the internet, communications networks, or third-party hosting or cloud infrastructure providers. The affected party will use commercially reasonable efforts to mitigate the impact of the force majeure event and resume performance as soon as practicable.

11.3 Insurance. During the Term, Workshop will maintain commercially reasonable insurance coverage consistent with industry standards for similarly situated SaaS providers, including, at a minimum: (a) Cyber/Privacy Liability insurance with limits of not less than $1,000,000 per occurrence; (b) Errors and Omissions / Professional Liability insurance with limits of not less than $1,000,000 per occurrence; and (c) Commercial General Liability insurance with limits of not less than $1,000,000 per occurrence. Such insurance requirements are for risk management purposes only and do not limit or expand Workshop's liability under this Agreement. Upon Customer's written request, Workshop will provide a certificate of insurance evidencing such coverage, no more than once annually.

11.4 Independent Contractors. The parties are independent contractors, and nothing in this Agreement will be deemed to create any partnership, joint venture, fiduciary, or agency relationship between the parties. Neither party has any authority to bind the other party or to incur any obligation on the other party's behalf. Each party is solely responsible for all taxes, withholdings, insurance, and other statutory, regulatory, or contractual obligations of any sort, including those relating to its own employees and contractors.

11.5 Compliance with Laws; Anti-Corruption. Each party represents and warrants that it has complied and will comply with all applicable laws in connection with its performance under this Agreement, including all applicable anti-bribery and anti-corruption laws, rules, and regulations (including the U.S. Foreign Corrupt Practices Act and similar laws). Neither party has offered,

promised, authorized, or provided, and will not offer, promise, authorize, or provide, any improper payment, bribe, kickback, or other thing of value, directly or indirectly, to any government official or other person for the purpose of improperly influencing any act or decision in connection with this Agreement.