

SERVICES AGREEMENT

This Services Agreement (this “**Services Agreement**”) governs the access to and use of the Services (as defined below) of Navu, Inc., a Delaware corporation with an address of 415 Cambridge Avenue, Suite 14, Palo Alto, California 94306 (“**Navu**”) by the customer (“**Customer**”) listed on the applicable order form as mutually agreed upon in writing by Navu and Customer under this Services Agreement (the “**Order**”, and together with this Services Agreement, the “**Agreement**”). The Agreement is dated as of the date listed in the Order (the “**Effective Date**”). Navu and Customer are referred to individually as a “**Party**” and collectively as the “**Parties**”.

1. The Services.

A. AI Chat Services. Navu will provide Customer with access to Navu’s online platform that enables Customer to deploy an AI-powered chat assistant (the “**Sidebar**”) on Customer’s website(s). The Sidebar is trained on content provided by or made available by Customer and allows visitors to Customer’s website(s) to ask questions and receive answers about Customer’s products, services, content, and business. The Navu platform may also provide related functionality, including website integrations, analytics, lead capture, conversation history, content management, reporting, and other tools designed to improve visitor engagement and business outcomes, as further described in the applicable Order (collectively, the “**AI Chat Services**”). Navu will use commercially reasonable efforts to make the AI Chat Services available to Customer, subject to Customer’s compliance with the terms of the Agreement, provided that Navu has no obligation to accept any Order from Customer, and no Order is binding on Navu, unless and until accepted in writing by Navu.

B. Support Services. Navu will perform the support and professional services, if any, specified in the Order (the “**Support Services**”, and together with the AI Chat Services, the “**Services**”). Nothing in this Agreement shall be deemed to restrict or limit Navu’s right to provide the same or similar Services to any other party. For the avoidance of doubt, Navu may use third-party service providers to provide all or part of the Services.

C. Permitted Purpose; Restrictions. Customer will use the Services solely in accordance with the terms set forth in the Agreement and solely for Customer’s own purposes of providing information to, engaging with, and capturing leads from visitors to Customer’s website(s) through the Sidebar and related tools (the “**Permitted Purposes**”). Customer shall not use the Services (i) to perform any activity that is unlawful, or that is harmful to or interferes with any use of the Services, or the network, systems, or facilities used to provide the Services; (ii) in violation of any third party’s privacy, intellectual property, or other rights; (iii) in a service bureau, outsourcing, renting, sublicensing, or time-sharing capacity, including to build or deploy applications for third parties; (iv) to perform any activity intended to circumvent the security measures of Navu or any third party; or (v) for any purpose other than the Permitted Purposes. If Customer becomes aware of any breach of the foregoing, Customer will immediately notify Navu and remedy the situation, including, if necessary, by limiting, suspending, or terminating any relevant user’s access to the Services, as applicable. Customer is responsible for the confidentiality and use of all credentials issued to Customer or its personnel

to access the Services and for all use of the Services facilitated by such credentials.

D. Access to Platform and Analytics. Customer will have access to the Navu administrative portal and associated analytics and reporting during the Term. Navu will not be liable for any damages, liabilities, or losses resulting from actions taken by or on behalf of Customer with respect to Customer’s use of such analytics and reporting or configurations made through such portal.

E. Suspension. Notwithstanding anything to the contrary in this Agreement, Navu may temporarily suspend Customer’s access to or change any portion or all of the Services if: (i) Navu reasonably determines that (a) there is a threat or attack on any of the Services; (b) Customer is using the Services in a manner that disrupts or poses a security risk to the Services or to any other customer or vendor of Navu, for fraudulent or illegal activities, or for any purpose other than the Permitted Purposes or that otherwise violates Section 1.C; (c) subject to Applicable Law, Customer undergoes a Dissolution or Bankruptcy Event (as defined below); or (d) Navu’s provision of the Services to Customer is prohibited by Applicable Law; (e) the Services must be temporarily suspended or changed in connection with maintenance of the Services; or (f) the Services must be temporarily suspended or changed for any other reason; (ii) any vendor of Navu has suspended or terminated Navu’s access to or use of any third-party services or products required to provide the Services, or a defect exists in any such third-party services or products; (iii) it is difficult or impossible to provide such Services due to an outage or other failure of Navu’s, Customer’s, or a third party’s power, network, communication environment, or the Internet or other Force Majeure Event; (iv) in accordance with Section 3.C (any such suspension described in clause (i), (ii), (iii), or (iv), a “**Service Suspension**”). Navu will use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Navu will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Navu will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Service Suspension.

F. Modification. The AI Chat Services include all updates to the AI Chat Services made generally available by Navu for no additional charge. Navu may charge additional fees for new products, features, and services, and Customer may choose whether or not to purchase them at Customer’s sole discretion. Navu may modify or remove the AI Chat

Services or any portion thereof (including without limitation by changing the user interface of or removing certain features from the AI Chat Services) from time to time without prior notice to Customer. Navu will attempt to notify Customer of significant changes affecting the functionality of the AI Chat Services.

2. Fees/Payment/Taxes.

A. Fees. The fees and payment terms are described in the *Fee Schedule* of the Order. Navu reserves the right to adjust the formula or other method by which fees are determined, as specified in the Order, effective upon renewal of the Order, upon written notice to Customer.

B. Payment. Customer agrees to pay for the Services as determined by the formulae or other methods set forth in the Order. Payments are due within thirty (30) days of Navu's invoice, and if Customer fails to pay such amounts within thirty (30) days of such invoice, Navu may suspend Customer's access to any portion or all of the Services until such amounts are paid in full. Unless otherwise specified in the Order, Navu will issue invoices on a monthly basis for the immediately preceding month. To dispute any portion of an invoice, Customer must notify Navu of the dispute in writing within fourteen (14) days following receipt of such invoice. Customer agrees to pay interest on past due amounts at the rate of 1.5% per month or the highest interest rate allowed by applicable law or governmental rule or regulation ("**Applicable Law**"), whichever is less, and for all expenses of collection.

C. Taxes. Customer will be solely responsible for all taxes due in connection with its use of the Services. In the event Navu is required to collect any taxes or similar amounts assessed on the Services or any payment remitted by Customer to Navu ("**Taxes**"), Customer will be solely liable for such Taxes and Navu will invoice Customer for such Taxes or gross-up the pricing reflected in the Order to account for such Taxes.

3. Term; Termination.

A. Term. The Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the Agreement, continues until the termination of the Order (the "**Term**"). Unless otherwise specified in the Order, the Order will have an initial term of one (1) year, and will automatically renew for additional terms of one (1) year each unless either Party gives the other Party at least thirty (30) days' written notice of non-renewal prior to the renewal date.

B. Termination. Navu may terminate the Agreement for convenience by providing at least 30 days' prior written notice to Customer. Navu may terminate the Agreement immediately in the event of a material breach by Customer. [Customer may terminate the Agreement in the event of a material breach by Navu, which such breach is not cured within [●] days after written notice thereof.] Navu may terminate this Agreement immediately if Customer: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the

subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law, which proceeding is not dismissed within thirty (30) days of filing; (iv) makes or seeks to make a general assignment for the benefit of its creditors; (v) applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property (such actions described in clauses (i) through (v), each, a "**Dissolution or Bankruptcy Event**"); or (vi) uses the Services in violation of any Applicable Law. Navu may terminate any Order immediately in Navu's sole discretion, provided that Navu will refund to Customer any fees paid in advance by Customer for Services that Navu has not provided as of the date of such termination.

C. Effect of Termination. Upon the termination of the Agreement, (i) Customer will cease all use of the Services, and Navu may disable Customer's access and usage rights in connection with the Services, and (ii) any outstanding fees will remain due. The termination of the Agreement will not relieve any Party of any obligations that may have accrued hereunder prior to the effective date of such termination. The sole effect of terminating the Order will be to terminate the continued furnishing of the applicable Services provided under such Order, and all other conditions of the Agreement will survive in accordance with their respective terms. The provisions of the Agreement which must survive the termination hereof in order to give effect to their intent and meaning shall so survive, including without limitation, Sections 2, 3.C, 5, 6, 8, 9.B, and 10 through 13 hereof.

4. Usage Rights, Requirements, and Restrictions.

A. Usage Rights. For the duration of the Term, Navu hereby grants to Customer a non-transferable, non-exclusive, limited right to access and use the AI Chat Services, and to otherwise access Customer's account with Navu, for the Permitted Purposes only. Nothing in the Agreement obligates Navu to deliver or make available any copies of computer programs or code for the Services. Customer may not rent, distribute, or resell the Services, use the Services as the basis for developing a competitive solution (or contract with a third party to do so), or allow third parties to use or exploit the Services, without Navu's prior written consent. All rights not expressly granted hereunder are reserved by Navu.

B. Use of Tags. For the duration of the Term, Customer shall maintain a code snippet embedded on Customer's website(s) (such code, a "**Tag**") in compliance with all requirements specified by Navu in order for Customer to access and use the Services. Customer acknowledges and agrees that Navu's ability to provide the Services is dependent upon the proper installation and maintenance of the Tags on Customer's website(s).

C. Notification Obligations. Customer will promptly notify Navu of any failure, error, or other malfunction of any part of the Services. Customer will secure against unauthorized dissemination of any credentials or other security devices used to access the Services. Customer agrees that it is responsible for any breach or violation of the Agreement or Applicable Law by any of its employees,

contractors, or other personnel as though it had engaged in such breach or violation itself.

D. Beta Features. From time to time, Navu may make new or updated services or features available as part of the Services (“**Beta Features**”). Customer may choose to try such Beta Features or not in its sole discretion. Beta Features are intended for evaluation purposes and not for production use, may not be supported, and may be subject to additional terms. Beta Features are not considered part of the Services under the Agreement, however, all restrictions, Navu reservations of rights, and Customer obligations concerning the Services, as applicable, will apply equally to Customer’s use of Beta Features. Navu may discontinue Beta Features at any time in its sole discretion. THE BETA FEATURES ARE PROVIDED ON AS “AS-IS” AND “AS AVAILABLE” BASIS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ALL USE OF ANY BETA FEATURE IS AT CUSTOMER’S SOLE RISK.

5. Customer Materials; Data.

A. Customer Materials. In connection with Customer’s use of the Services, Customer may provide materials to Navu for use, or otherwise submit or use, in connection with the Services certain of Customer’s materials, data, and content, including, without limitation, images, product information, and links to Customer’s website(s) and third-party websites (collectively, “**Customer Materials**”). For the avoidance of doubt, Customer Materials will include all data provided by or on behalf of Customer to Navu in connection with Customer’s use of the Services, including, without limitation, registration information of and personally identifiable information provided by or on behalf of Customer (collectively, “**Customer Data**”). Customer represents, warrants, and covenants that Customer possesses, and will continue to possess, all rights necessary to provide to Navu, via the Services or otherwise, all Customer Materials, and that the Customer Materials do not and will not: (i) infringe, misappropriate, or otherwise violate any intellectual property or other proprietary or legal rights (including moral rights or rights of privacy or publicity) or contractual rights of any third party; (ii) promote any illegal activity, otherwise violate any Applicable Law, advocate, promote, or assist any unlawful act or violation of any Applicable Law (including the collection, disclosure, or transmitting of personally identifiable information in violation of any Applicable Law), or be contrary to public order or morals; (iii) distribute content or materials that are not related to the Services provided under the Order; (iv) be unlawful, defamatory, slanderous, libelous, inaccurate, deceiving, or that reasonably be considered objectionable, profane, obscene, sexually explicit, indecent, pornographic, for purposes of dating or otherwise related to sexual activities, harassing, abusive threatening, embarrassing, hateful, intended to intimidate or incite violence, or otherwise inappropriate; (v) degrade others on the basis of gender, race, class, social status, family origin, ethnicity, national origin, religion, sexual preference, disability or other classification; (vi) promote suicide, self-harm, or substance abuse; (vii) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person; (viii) engage in any activities related to religion (including solicitation of religious groups); (ix) transmit any worms or

viruses or any code of a destructive nature; (x) sell, promote, advertise, solicit with respect to, or engage in other commercial activities related to services other than those provided under the Order; (xi) impersonate Navu or any other person or entity, or misrepresent Customer’s identity or affiliation with any person or entity; (xii) give the impression that the Customer Materials emanate from or are endorsed by Navu or any other person or entity, if this is not the case; (xiii) interfere with the operation of the Services, including the use of any Services by any customer of Navu, or otherwise interfere with the operation of Navu’s business; (xiv) encourage any of the foregoing; or (xv) otherwise constitute acts or content that Navu may deem inappropriate. Customer represents, warrants, and covenants that any Customer Data provided to Navu hereunder will be made available to Navu in accordance with all Applicable Law and all contracts to which Customer is a party.

B. Customer Data Privacy; Use. If and to the extent that the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, as implemented and amended (“GDPR”) applies to the Customer Data exchanged under this Agreement, Customer Data will be processed in accordance with the Data Processing Agreement between the Parties (the “DPA”), which is incorporated herein by reference. Customer agrees that Navu may use the Customer Data in aggregated or de-identified form to provide the Services to Customer and to improve or develop Navu’s products and services (including any new products or services). Navu may delete all Customer Data upon termination of the Agreement. Without limiting the foregoing, Navu may retain the Customer Data, as provided to Navu, for such length of time as may be allowed by Applicable Law, and indefinitely in aggregated or de-identified form.

C. Derived Data. As between Navu and Customer, Navu owns all data, algorithms, processes, and analytic models developed by or on behalf of Navu that constitute all or a portion of the Services, or are otherwise used to provide the Services to Customer, including without limitation (i) such data, algorithms, processes, and analytic models embodied in the technology underlying the Services, and (ii) data derived from the Customer’s use of the Services, including data elements derived from Customer Materials, and any conclusions, reports, or other data resulting from analysis of such data (e.g., service level data, Customer usage patterns, etc.) (collectively, the “**Derived Data**”). The term “Derived Data” excludes unprocessed Customer Data. Customer will have no rights whatsoever to the Derived Data, including to use, edit, create derivatives, combinations or compilations of, synthesize, re-identify, reverse engineer, reproduce, display, distribute, sell, license, or process any Derived Data, except that Customer may use Derived Data made available to Customer through the functionality of the AI Chat Service in accordance with Section 4.A.

6. Intellectual Property.

A. Navu IP. As between Navu and Customer, Navu and its licensors own all right, title, and interest, including all

worldwide intellectual property rights, in and to the Services, which includes the text, data, images, tools, analyses, Derived Data, accounts and profiles managed in connection with the Services, and the “look and feel” of the Services, and the trademarks, service marks, and logos contained therein. Customer agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any of the technology used to deliver, or that forms part of, the AI Chat Services, except to the extent that Applicable Law prohibits the foregoing restrictions. The AI Chat Services are protected by intellectual property laws of the United States and other countries. Customer may not modify, copy, reproduce, distribute, create derivative works or adaptations of, publicly display, or in any way exploit the AI Chat Services in whole or in part except as expressly authorized by Navu. Customer will not remove, alter, or conceal any proprietary rights (e.g., copyright) notices incorporated in or accompanying any portion of the AI Chat Services or products or services related to the foregoing.

B. Customer IP. As between Navu and Customer, Customer and its licensors retain all right, title, and interest, including all worldwide intellectual property rights, in and to the Customer Materials (which, for the avoidance of doubt, will not include any Derived Data). For the duration of the Term, Customer hereby grants to Navu non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (through multiple levels of sublicensees) right and license to access, use, execute, reproduce, display, perform, modify, enhance, distribute, create derivative works of and other improvements based upon Customer Materials to the extent necessary to provide the Services to Customer.

C. Feedback. Customer hereby grants to Navu an irrevocable, royalty-free, perpetual license to use all feedback, ideas, or suggested improvements provided to Navu regarding the Services, as applicable, including in connection with Navu’s development, provision, and marketing of the Services or other products or services.

7. Competitive use of the Services. Customer will not directly or indirectly, itself or through a third party, use the Services to develop or provide services that are substantively identical or similar to, or otherwise competitive with, the Services. If Customer violates the immediately preceding sentence, Customer will pay to Navu an amount equal to any profits earned by Customer or the applicable third party by developing or providing such identical, similar, or competitive services.

8. Confidentiality.

A. Definition. Each Party acknowledges that certain information of the other Party that it may acquire or be exposed to in connection with the Services and the Agreement will constitute proprietary or confidential information including, without limitation, information concerning the other Party’s business affairs, property, and methods of operation and any other material, data, or information disclosed by one Party to the other Party that is not generally known by or disclosed to the public or to third-parties (collectively, “**Confidential Information**”).

Information will not be considered Confidential Information only to the extent that such information: (i) is already known to the receiving Party free of any confidentiality obligation at the time it is obtained; (ii) is or becomes publicly available through no wrongful act of the receiving Party; (iii) is received from a third party without restriction and without breach of this Agreement; or (iv) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information. Notwithstanding the foregoing exceptions, Navu’s Confidential Information includes, without limitation, the pricing, features, and functions of its products and services, including, without limitation, the Services, and the terms of this Agreement, and Customer’s Confidential Information includes the Customer Data.

B. Obligations. Each Party (the “**Receiving Party**”) agrees: (i) to hold the Confidential Information of the other Party (the “**Disclosing Party**”) in strict confidence using the same degree of care and protection with respect to the Confidential Information of the Disclosing Party that it exercises with respect to its own Confidential Information, but in no event less than a reasonable degree of care; (ii) not to use the Disclosing Party’s Confidential Information without the Disclosing Party’s prior written consent except as expressly permitted or otherwise contemplated hereunder; and (iii) not to directly or indirectly disclose or allow any third party to have access to any Confidential Information of the Disclosing Party without the Disclosing Party’s prior written consent except as expressly permitted or otherwise contemplated hereunder. Notwithstanding the foregoing, Navu is hereby authorized to disclose Customer’s Confidential Information to Navu’s contractors and service providers who need access to such Confidential Information to help provide the Services, provided that such contractors and service providers are under written obligations of confidentiality with respect to such Confidential Information. Furthermore, a Receiving Party may disclose Confidential Information in response to a valid court order or legal requirement, provided that (a) unless prohibited by Applicable Law, the Receiving Party will provide the Disclosing Party with sufficient advance written notice of such disclosure to contest it and (b) the Receiving Party assists the Disclosing Party, at the Disclosing Party’s expense, in any lawful attempt by the Disclosing Party to limit or prevent the disclosure of the Confidential Information.

C. Publicity. Customer authorizes Navu to disclose that Customer is a customer of Navu (e.g., in customer lists, press releases, commercial proposals, sales presentations, conferences). Customer authorizes, and commits to assisting Navu in preparing, public announcements of the partnership and results, including but not limited to a white paper or customer story (e.g., video testimonial). All press releases and similar public announcements relating to the transactions contemplated by the Agreement will be made only if mutually approved by the Parties.

9. Limited Warranty; Disclaimer.

A. Limited Warranty. Navu warrants that the technical functionality of the AI Chat Services will perform

substantially in accordance with any technical documentation and specifications described in the Order; provided that Customer's sole remedy for breach of the foregoing warranty will be for Navu to use commercially reasonable efforts to modify the AI Chat Services to conform to the foregoing warranty. The foregoing warranty does not apply to any defects that result from (i) actions or inactions of Customer (including with respect to security measures of Customer); (ii) any Customer Materials or third-party data, software, and/or services that are not directly controlled by Navu; or (iii) devices or other computer or technical equipment or infrastructure, or internet connectivity, of Customer or visitors to Customer's website(s).

B. Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NAVU MAKES NO WARRANTIES OF ANY KIND, AND THE SERVICES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, EXCLUSIVE OF ANY WARRANTY, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NAVU DISCLAIMS ALL WARRANTIES AND LIABILITIES, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, REGARDING THE SECURITY, RELIABILITY, QUALITY, APPLICABILITY, AVAILABILITY, ACCURACY, CERTAINTY, COMPLETENESS, SAFETY, LEGALITY, USEFULNESS, OR UTILITY OF THE SERVICES. NAVU DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE COMPLETELY SECURE AGAINST HACKING OR OTHER UNAUTHORIZED INTRUSION. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT NEITHER NAVU NOR ITS AFFILIATES IS A PARTY TO ANY TRANSACTION BETWEEN CUSTOMER AND CUSTOMER'S CUSTOMERS OR ASSUMES ANY LIABILITY WITH RESPECT TO ANY SUCH TRANSACTION. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EXCEPT FOR DIRECT DAMAGES RESULTING FROM NAVU'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL NAVU BE LIABLE TO CUSTOMER FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE ITEMS, OR OTHER INTANGIBLE LOSSES, OR OTHERWISE RESULTING FROM CUSTOMER'S USE OF THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND EVEN IF THE POSSIBILITY OF SUCH DAMAGES IS FORESEEABLE OR IF NAVU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NAVU'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES WITH RESPECT TO ALL EVENTS, ACTS, OR OMISSIONS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO NAVU FOR THE ORDER UNDER WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH DAMAGES.

11. Indemnification.

A. By Customer. Subject to the terms of the Agreement, Customer will defend Navu from and against any Claim brought against Navu relating to: (i) Customer's violation of this Agreement; (ii) Customer's violation of Applicable Law; (iii) any contract or other transaction between Customer and any third party; (iv) any unauthorized use of Customer's or its personnel's account credentials; and (v) alleging that the Customer Materials infringe any intellectual or other proprietary or legal right (including any right to privacy or publicity) of a third party; and Customer will pay the Losses arising therefrom, in each instance subject to the procedure set forth in Section 11.B below. This Section 11.A will not apply to any Claim that is caused by gross negligence or willful misconduct of Navu.

B. Procedure. The indemnified Party hereunder will: (i) provide the indemnifying Party with prompt written notice upon becoming aware of any such Claim; (ii) reasonably cooperate with the indemnifying Party in the defense of any such Claim; and (iii) provide the indemnifying Party with sole and exclusive control of the defense and settlement of any such Claim. The indemnifying Party will have the exclusive right to select its own counsel and make settlements of the Claim at its own discretion, provided that the indemnifying Party may not enter into any settlement or compromise of such Claim that (a) contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing on the part of the indemnified Party; (b) involves the incurrence of any costs or expenses on the part of the indemnified Party; or (c) imposes any obligation upon the indemnified Party, other than with prior written consent of the indemnified Party.

12. Dispute Resolution.

A. Negotiation. Upon a Party's receipt of notice of a dispute or Claim given by the other Party, the Parties will meet and make a good faith attempt to resolve such dispute or Claim through negotiation. If the Parties are unable to resolve such dispute or Claim within ten (10) business days from the date of the notice, either Party may proceed with the dispute resolution procedure set forth in Section 12.B below.

B. Arbitration. Any controversy arising under, or in relation to the Agreement, except with respect to requests for injunctive relief, will be settled by binding arbitration if the parties are unable to resolve such controversy via negotiation in accordance with Section 12.A. Such binding arbitration will be held in Santa Clara County, California, in accordance with the rules of the [American Arbitration Association pursuant to its Commercial Arbitration Rules]. Each Party agrees to give up the right to litigate any disputes in court before a judge or jury, including disputes as to arbitrability. Instead, all disputes will be resolved before an arbitrator in accordance with the foregoing provisions, which arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the Parties may enforce the arbitrator's award.

C. *Governing Law.* The Agreement will be governed by, and interpreted under, the laws of the California, United States of America, except for any conflict of law principles that would cause the laws of any other jurisdiction to apply. Except with respect to Sections 12.A and 12.B, the federal and/or state courts of Santa Clara County, California, will have personal and subject matter jurisdiction over, and the Parties each submit to the venue of such courts with respect to, any dispute related to the Agreement. Customer consents to service of process permitted under California law or by certified mail return receipt requested.

13. Miscellaneous.

A. *Severability.* If any provision of the Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected or impaired and any provision deemed unenforceable will automatically be revised with the least changes necessary to effect, to the fullest extent permitted by Applicable Law, the intent of the Parties as set forth therein.

B. *Assignment.* Neither Party may assign the Agreement, in whole or in part, without the prior written approval of the other Party. Notwithstanding the foregoing, no such approval will be required in connection with an assignment or other transfer of this Agreement in connection with a merger, acquisition, reorganization, or other sale or transfer of all or substantially all of the stock or assets of the assigning Party that relate to this Agreement. In the event of a permitted assignment, the Agreement will remain in full force and effect and will bind the permitted assignee. Any assignment in violation of this Section 13.B will be void *ab initio*.

C. *Amendment.* Navu may amend this [Agreement] in Navu's sole discretion, provided that Navu will give Customer written notice of any such amendments at least [●] days before such amendments take effect, provided, further, that Customer may terminate this Agreement during such [●]-day notice period upon written notice to Navu. If Customer uses the Services after such [●]-day notice period, Customer will be deemed to have accepted such amendments. This Agreement may otherwise only be modified by written agreement signed by the Parties.

D. *Waiver.* No waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver.

E. *Force Majeure.* Except for payment obligations, neither Party will be responsible to the other or to any third party for any failure, in whole or in part, to perform any obligations under the Agreement, to the extent that performance is prevented, hindered, or delayed by fire; flood; earthquake; epidemic or pandemic; elements of nature; acts of God; acts of war; acts or attempted acts of terrorism; riots; civil disorders; rebellions or revolutions; strikes, lockouts, or other labor disputes; power, network, communication environment, or Internet outages; or any other similar cause beyond the reasonable control of such Party (each, a "Force Majeure Event"). In addition, Navu's

failure to perform its responsibilities under the Agreement or delay in performance will be excused if the non-performance or delay is caused by Customer, any of Customer's employees or contractors, or any other third party.

F. *Relationship of the Parties.* Navu is acting solely as an independent contractor to Customer, and the Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

G. *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

H. *Counterparts and Execution.* The Order may be executed in one or more counterparts, all of which together will constitute one original document. Each Party agrees that the electronic signatures of the Parties included in the Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.

I. *Notices.* All notices required to be given pursuant to this Agreement shall be given in writing and delivered by hand, certified first class mail, email or overnight courier, addressed to the receiving Party at the address listed in the Order (the "Notice Address"). Each Party will provide written notice to the other Party in the event of a change in Notice Address. Notice shall be deemed given (i) when delivered by hand to the Notice Address, (ii) three (3) business days after mailing by certified first class mail, (iii) one (1) business day after delivering to a recognized overnight delivery carrier, or (iv) on the date sent by electronic mail with a delivery receipt being maintained as evidence of sending, provided that confirmation is sent by one of the other foregoing methods.

J. *Entire Agreement.* This Services Agreement, together with the Order signed by both Parties that references this Services Agreement, constitutes the entire agreement between Navu and Customer with respect to the transactions contemplated hereunder. The Agreement overrides and supersedes, and each of Navu and Customer expressly disclaim any reliance upon, all other prior and contemporaneous agreements, understandings, purchase orders, proposals, negotiations, and discussions, written or oral, of the Parties relating to the Services. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (i) this Services Agreement, and then (ii) the Order.

IN WITNESS WHEREOF, the Parties hereto have executed these Terms by their duly authorized officers as of the Effective Date.

NAVU, INC.

By: _____
Name: _____
Title: _____

[CUSTOMER]

By: _____
Name: _____
Title: _____