

TIMEGLASS TERMS OF SERVICE

Timeglass, Inc., a Delaware corporation (“Timeglass”) provides the Services (as defined below). The use of the Services by a Customer and its Authorized Users (each as defined below) is subject to and governed by the terms and conditions in this Timeglass Terms of Services (this “TOS”). Timeglass may, at its discretion, update this TOS at any time. Customer can access and review the most current version of this TOS at the URL for this page or by clicking on the Terms of Service link within the Services, or as otherwise made available by Timeglass. Additionally, any revision or addition to the Services may also be subject to additional terms outlined with respect thereto as applicable, and Customer shall be subject to the terms and conditions of any other agreement (including without limitation any ordering documents purchasing access to the Services) between Timeglass and a Customer (“**Additional Terms**”).

In addition to this TOS and the Additional Terms, the Timeglass Privacy Policy at timeglass.ai/privacy (the “**Privacy Policy**”) applies to how Timeglass collects, uses and processes information collected and received as a part of the Services. If Customer requires Additional Terms regarding data privacy and security, such as a separate data processing agreement, Customer agrees that it must notify Timeglass in writing to request such Additional Terms. By accessing or using the Services, Customer agrees to, and acknowledges that it has reviewed and understands the Privacy Policy and that Timeglass may collect and receive certain information about Customer and its Authorized Users, including personal data, as set forth in the Privacy Policy, and Timeglass may use, disclose, store, share, and process such personal data in accordance with such Privacy Policy.

PLEASE REVIEW THIS TOS CAREFULLY. BY REGISTERING FOR AN ACCOUNT, EXECUTING ADDITIONAL TERMS THAT REFERENCE THIS TOS, OR OTHERWISE ACCESSING OR USING THE SERVICES, CUSTOMER IS AGREEING TO BE BOUND BY THIS TOS, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO CUSTOMER. IF THE INDIVIDUAL ACCEPTING THIS TOS IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS TOS. IF THE INDIVIDUAL ACCEPTING THIS TOS DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THIS TOS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS TOS AND MAY NOT USE THE SERVICES.

THIS TOS REQUIRES FINAL AND BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THIS TOS, OR YOUR ACCESS TO OR USE OF THE SERVICES, INCLUDING THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THIS TOS, AND YOU AGREE THAT ANY SUCH CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, ARBITRATION OR OTHER SIMILAR PROCESS. PLEASE REVIEW SECTION 12 CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO THE RESOLUTION OF ANY CLAIM.

1. Certain Definitions

- (a) “Agent” means a distinct installation of Timeglass’ on premise agent software on a Customer Device which is used in conjunction with the SaaS Platform and which captures Captured Data, as configured by Customer.
- (b) “Aggregated Data” means Customer Data that has been aggregated in a manner that does not reveal any personally identifiable information and cannot reasonably be used to identify Customer as the source of such data or reveal the identity, whether directly or indirectly, of Customer or any individual.
- (c) “Applicable Laws” means all laws, statutes, rules, regulations, codes, ordinances and legally binding orders, including applicable judicial and administrative decisions, in all applicable jurisdictions in relation to the provision or use of the Services, including without limitation: (i) all laws relating to the collection, processing, storage, transfer or use of personal data; (ii) all laws relating to employment, wages, hours, benefits, workplace, safety, independent contractor classification and labor relations; (iii) all laws prohibiting discrimination, harassment or retaliation in employment or service provision; and (iv) any foreign, state or local equivalents or success laws to any of the foregoing, including rules or guidance issued by regulatory authorities.
- (d) “Authorized Users” means, in the case of an individual accepting this TOS on their own behalf, such individual or, in the case of an individual accepting this TOS on behalf of a company or other legal entity, any employees and contractors of Customer for which Customer has purchased a subscription and who are authorized by Customer to access and use the Services pursuant to unique Credentials which are associated with Customer’s account on the Services.
- (e) “Captured Data” means data captured from the Agent regarding an Authorized User’s activity on the applicable Customer Device, which may include screenshots, application usage metadata, logs of applications used, keystroke and mouse activity metrics (not the content of the keystrokes), and, where enabled by Customer, meeting audio recordings and resulting transcripts.
- (f) “Credentials” means any accounts, passwords and other authentication credentials associated with use of the Services by Customer or Authorized Users.
- (g) “Customer” means the Timeglass customer who has purchased access to the Services pursuant to Additional Terms, or in the absence of such Additional Terms: (i) in the case of an individual accepting this TOS on their own behalf, such

individual; or (ii) in the case of an individual accepting this TOS on behalf of a company or other legal entity, the company or legal entity for which such individual is accepting this TOS.

(h) “Customer Data” means Captured Data and any other data or information that Customer or any Authorized User provides to Timeglass or that is collected on Customer’s or any Authorized User’s behalf in connection with the Services.

(i) “Customer Devices” means computers, laptops and workstations owned, leased or otherwise provided by Customer to its Authorized Users, or privately-owned devices used by Authorized Users with Customer’s prior authorization, and which are used by such Authorized Users in the performance of their employment or engagement with Customer.

(j) “Customer Facilities” means Credentials, Customer Devices and any account, database, hardware, system or other facility within Customer’s custody or control.

(k) “Emergency Security Issue” means any: (i) use of the Services by Customer or Authorized Users in violation of the terms and conditions of this TOS or any Additional Terms or Policies that disrupts or is reasonably likely to disrupt the availability of the Services to other users; or (ii) access to the Services by any unauthorized third party through use of any Customer Facilities.

(l) “Intellectual Property” means all rights associated with patents and inventions; copyrights, mask works and other works of authorship (including moral rights); trademarks, service marks, trade dress, trade names, logos and other source identifiers; trade secrets; software, databases and data; and all other intellectual property and industrial designs.

(m) “Invoices” means electronic invoices generated by the Services that convert data from Timesheet Reports into a format for submission to Customer’s clients, based solely on Captured Data processed through the Services and as configured by Customer.

(n) “Malicious Code” means without limitation code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs and trojan horses.

(o) “Optional Features” means optional features, settings or functionalities of the Services, including without limitation any features relating to monitoring, recording, or screen capture.

(p) “Policy” means any terms of service, acceptable use policy, privacy policy, license agreement and other guidelines instituted by Timeglass or its licensors or service providers.

(q) “SaaS Platform” means everything in Timeglass’ proprietary software as a service platform hosted at <https://www.timeglass.ai/>, including any related domain and subdomains, software, code, algorithms, Templates, hosted services and web interfaces.

(r) “Services” means any and all of the services, software and other offerings provided by Timeglass pursuant to this TOS or any Additional Terms (as applicable), including the SaaS Platform, Agents, Templates, the offerings provided through <https://www.timeglass.ai/>, provided by Timeglass, and all such services and software labeled as alpha, beta, pre-release, trial, preview or otherwise. The Services may include any enhancements, updates, upgrades, derivatives or bug fixes to such services, software, and offerings, and any documentation, add-ons, templates, and sample data sets as provided by Timeglass.

(s) “Templates” means Timeglass’ proprietary algorithms, models, formats, layouts, calculations, formulas, scripts, templates and other elements and tools which are provided by Timeglass to Customer via the Services and which are incorporated into Timesheet Reports or Invoices.

(t) “Third Party Offerings” means services delivered or performed by third parties independently of the Services, or other online, web-based CRM, ERP, or other business application subscription services, and any associated offline products provided by third parties, that interoperate with the Services.

(u) “Timesheet Reports” means electronic reports generated by the Services which summarize Authorized User activity captured by the Agents and reflected in the Captured Data, solely for the purpose of enabling Customer to prepare internal timesheets or client billing reports.

2. Grant of Rights and Restrictions

(a) Subscriptions. Unless otherwise provided in any Additional Terms, access to the Services are purchased as subscriptions for the term stated in the applicable payment confirmation page on the Services. Customer agrees that its purchases are not contingent upon the delivery of any future functionality or features, or dependent upon any oral or written public comments made by Timeglass regarding the Services.

(b) Grant of Rights. During the term of this TOS and subject to Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS and any Additional Terms and Policies, Timeglass hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, revocable right to: (i) install the Agents on Customer Devices; (ii) access and use the Services as permitted herein; and (iii) download Timesheet Reports and Invoices, as applicable and made available to Customer on the Services, in each case only during the term of this TOS, in the form and through the means made available by Timeglass and only for Customer’s business purposes in the ordinary course of Customer’s business and within Customer’s Facilities. Furthermore, Customer agrees to at all times use the Services in accordance with any usage limitations applicable to Customer’s purchase of access to the Services, including without limitation any limits on the number of Authorized Users, Customer Devices, or Customer Data volume (“Usage Limits”). Timeglass may monitor Customer’s usage and, in its discretion, notify Customer or restrict, suspend or charge for any use exceeding the Usage Limits. Customer hereby agrees that Timeglass

may collect or generate Aggregated Data in connection with providing Customer and Authorized Users with access to the Services.

(c) Restrictions. Except as expressly permitted under this TOS or any Additional Terms, Customer shall not itself, nor shall it permit any other party (including Authorized Users) to: (i) reproduce, modify, translate, adapt or create derivative works based upon the Services; (ii) reverse engineer, decode, decompile, disassemble or otherwise attempt to access or derive the source code or architectural framework of any part of the Services; (iii) access the Services for purposes of benchmarking or developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Services; (iv) take any action that imposes an unreasonable or disproportionately heavy load on the Services or related infrastructure or that negatively affects the ability of others to access or use the Services; (v) use spiders, crawlers, robots, scrapers or other similar means to access the Services, or otherwise substantially download, reproduce or archive any portion of the Services; (vi) rent, lease, lend, sell or sublicense the Services, or otherwise provide access to the Services to anyone who is not an or as part of a service bureau or similar fee-for-service purpose; (vii) use the Services to transmit Malicious Code; (viii) circumvent or bypass any Usage Limits; (ix) access or use the Services in any manner that does not comply with all Applicable Laws; (x) use the Services to make, inform or substitute any material decision that affects rights, obligations, interests, benefits or liabilities of a party or any individual, including but not limited to decisions regarding eligibility, access to services, pricing, employment, credit, insurance or other significant outcomes; (xi) use the Services for any purpose authorized under the Fair Credit Reporting Act, 15 U.S.C. Section 1681, et seq. (“FCRA”), as amended; or (xii) include any patient medical records or Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996), credit card or other payment information, or any personal information of a minor in any Customer Data.

(d) Analytics Reports. Subject to Customer’s and its Authorized Users’ compliance with the terms and conditions of this TOS and any Additional Terms and Policies, Timeglass hereby grants Customer a perpetual, non-exclusive, non-transferable, non-sublicensable, royalty-free right to use the Timesheet Reports, Invoices and Templates (solely to the extent incorporated into the Timesheet Reports and Invoices) solely for Customer’s internal business purposes.

(e) Changes. Customer acknowledges and agrees that Timeglass may improve, modify, add or remove functions or features to or from the Services from time to time, with or without notice to Customer.

(f) Authorized Users. Authorized Users may access and use the Services contingent upon each such Authorized User’s compliance with the terms and conditions of this TOS and any Additional Terms and all Policies, provided that: (i) Customer is responsible for ensuring that all Authorized Users agree in a legally enforceable manner to abide by and fully comply with the terms and conditions of this TOS on the same basis as applicable to Customer; (ii) such use is only in connection with Customer’s business purposes as contemplated by this TOS; (iii) such use does not represent or constitute a breach of any Usage Limits; and (iv) Customer remains fully responsible and liable for any and all acts or omissions by such Authorized Users related to this TOS and the Additional Terms.

(g) Third Party Offerings. Timeglass may make Third Party Offerings available to Customer for use in connection with the Services. Customer acknowledges and agrees that any use by Customer or any of any Third Party Offerings may be subject to a separate agreement with such third party provider, which will govern Customer’s and each Authorized User’s use of such Third Party Offerings. Timeglass makes no warranties of any kind and assumes no liability whatsoever for Customer’s or any Authorized User’s use of (or inability to use) Third Party Offerings, which are made available by Timeglass “AS IS,” “AS AVAILABLE” and “WITH ALL FAULTS.”

3. Customer Responsibilities

(a) Technical Requirements. Customer and Authorized Users shall be solely responsible for obtaining, configuring and maintaining any hardware, network connectivity and third-party software required to access the Services, including computers, operating systems, web browsers and storage devices.

(b) Protection. Customer shall be solely responsible for protecting the confidentiality of Credentials and for the operation, maintenance and security of, and all activities undertaken using, Customer Facilities. In the event that Customer becomes aware of any unauthorized access to or use of the Services through use of Customer Facilities, Customer shall promptly give written notice to Timeglass of such breach and make reasonable efforts to eliminate it. Customer shall at all times implement appropriate security policies and procedures and access control methodologies to safeguard access to and use of the Services through Customer Facilities. All such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.

(c) Security of Captured Data and Customer Devices. Customer agrees to implement commercially reasonable administrative, technical, and physical safeguards to protect Captured Data and Customer Devices from unauthorized access, use, or disclosure.

(d) Timesheet Reports and Invoices. Customer further understands and agrees that Customer is solely responsible for: (A) reviewing and verifying all Timesheet Reports and Invoices; (B) applying all corrections, adjustments or approvals required prior to internal use or submission to clients, in each case in accordance with all Applicable Laws and Customer’s contractual commitments; and (C) ensuring that the use of Timesheet Reports and Invoices complies with all Applicable Laws, applicable employment agreements, client contracts and any other agreements to which Customer is bound.

- (e) Legal Basis for Monitoring. Customer, and not Timeglass, is solely responsible for determining and establishing the lawful basis (including, without limitation, consent, notice or other required justification) for the monitoring, collection, capture, processing, storage and use of Captured Data from Authorized Users and Customer Devices.
- (f) Support Cooperation. Customer agrees to reasonably cooperate with Timeglass in troubleshooting, support or maintenance of the Services, including providing access to Customer Devices, logs or other information reasonably requested by Timeglass.

4. Fees and Taxes

- (a) Fees. Customer shall pay Timeglass the applicable fees set forth in any Additional Terms, or as otherwise set forth in the payment confirmation page on the Services, and pursuant to the payment terms therein. Unless otherwise set forth in the foregoing, all fees shall be due by Customer to Timeglass within thirty (30) days after the date of applicable invoice. Customer shall provide Timeglass with complete and accurate billing contact information including a valid email address. All payments to Timeglass are non-refundable. All payments will be made in United States dollars via electric funds transfer or otherwise as per the instructions of Timeglass. Except as otherwise set forth in any Additional Terms, Timeglass reserves the right to change fees for new subscriptions or renewal subscription terms upon thirty (30) days' notice to Customer.
- (b) Late Payments. If any payment is not received from Customer when due, then without limiting Timeglass' other available rights or remedies: (i) such charges shall incur interest at the rate of one and a half percent (1.5%) per month or the maximum rate permitted by law, whichever is less; (ii) Timeglass may condition future subscription renewals and Additional Terms on payment terms shorter than those specified herein; and (iii) Timeglass may suspend the provision of Services to Customer and all Authorized Users until all outstanding fees and incurred interest amounts are received from Customer by Timeglass.
- (c) Taxes. Any and all amounts payable hereunder by Customer are exclusive of any value added, sales, use, excise or other similar taxes (collectively, "Taxes"). Customer shall be solely responsible for paying all applicable Taxes. If Timeglass has the legal obligation to collect any Taxes, Customer shall reimburse Timeglass upon invoice by Timeglass. If Customer is required by law to withhold any taxes from its payments to Timeglass, Customer shall provide Timeglass with an official tax receipt or other appropriate documentation to support such payments and take reasonable steps to minimize such payments.

5. Intellectual Property

- (a) Responsibility for Data. All information, data, and other materials accessible through the Services ("Data") are the sole responsibility of the party from whom such materials originated. Customer acknowledges and agrees that: (i) the Services may provide access to or rely on Data from third parties (including without limitation, via Third Party Offerings), and such third parties, and not Timeglass, are entirely responsible for such Data; (ii) Customer, and not Timeglass, is entirely responsible for the accuracy, quality and legality of all Customer Data; and (iii) Customer is solely responsible for giving all required notices and obtaining all necessary consents, rights and authorizations (including all required permissions from Intellectual Property holders) before submitting Customer Data (if any) through or to the Services or Timeglass. Timeglass shall use Customer Data solely in accordance with its Policies. Timeglass disclaims any responsibility for disclosure, modification or deletion of Customer Data resulting from access or use of any Third Party Offerings.
- (b) Timeglass Ownership. Customer acknowledges and agrees that, as between Timeglass and Customer, Timeglass owns all right, title and interest (including all Intellectual Property) in and to the Services, Timesheet Reports, Invoices, Templates and Aggregated Data.
- (c) Customer Ownership. Timeglass acknowledges and agrees that, as between Customer and Timeglass, Customer owns all right, title and interest (including all Intellectual Property) in and to Customer Data and any results therefrom, except for Templates, Timesheet Reports, Invoices and Aggregated Data. Customer hereby grants Timeglass and its service providers a royalty-free, non-exclusive license to use, process, store, transmit, transfer and reproduce Customer Data as necessary for Timeglass to provide the Services to Customer and Authorized Users.
- (d) Templates. Timeglass owns all right, title and interest (including all Intellectual Property) in and to the Templates, Timesheet Reports and Invoices (except for Customer Data contained therein). Without limiting the foregoing, Timeglass will retain exclusive ownership of (i) all Timeglass know-how, concepts, techniques, methodologies, ideas, templates, software, interfaces, utilities and tools, (ii) all proprietary organization and structures for categorizing, sorting and displaying materials, information and other data (including Customer Data) on the Services (including with respect to Templates, Timesheet Reports and Invoices), (iii) all updates, modifications, improvements, enhancements and derivative works of the Templates, Timesheet Reports and Invoices conceived, discovered, developed or reduced to practice, solely or in collaboration with others, during the course of providing the Services hereunder, and (iv) in each case, all related Intellectual Property rights. Notwithstanding the foregoing, Customer shall remain the sole and exclusive owner of all right, title and interest (including all Intellectual Property) in and to the Customer Data.
- (e) Feedback. If Customer or Authorized Users elect to provide or make available to Timeglass any suggestions, comments, opinions, code, input, ideas, reports, information, know-how or other feedback (whether in oral, electronic or written form) related to the Services ("Feedback"), Customer hereby assigns, at no charge, all rights, title and interests in Feedback to Timeglass, and agrees that Timeglass is free to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in the Feedback in any form and any medium (whether now known or later developed), without credit or compensation to Customer. Customer warrants

that the Feedback does not infringe any copyright or trade secret of any third party, and that Customer has no knowledge of any patent of any third party that may be infringed by the Feedback (including any implementation thereof recommended by Customer). Customer further warrants that its Feedback is not subject to any license terms that would purport to require Timeglass to comply with any additional obligations with respect to any Services that incorporates Customer's Feedback.

(f) Intellectual Property Notices. Customer shall not remove, obscure or modify in any way any copyright or trademark notices or other notices or disclaimers that appear within the Services.

(g) Reservation of Rights. Each of the parties reserves all rights not expressly granted under this TOS.

6. Term, Suspension and Termination

(a) Term. Except as otherwise set forth in any Additional Terms, the term for this TOS shall commence on the date Customer first accepts this TOS and continues in effect until all subscriptions hereunder have expired or been terminated.

(b) Terms of Subscriptions. The term of each subscription shall be as specified in applicable Additional Terms or the payment confirmation page regarding such subscription. Except as otherwise set forth in any Additional Terms, each subscription will automatically renew for additional one (1) year terms, unless either party cancels such subscription prior to 11:50 p.m. UTC on a day that is at least thirty (30) days prior to the end of the then-current subscription period. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's pricing.

(c) Suspension. Timeglass reserves the right to suspend Customer or any Authorized User's access to the Services in the event of an Emergency Security Issue or any non-payment by Customer. Timeglass will make commercially reasonable efforts to limit suspension to the minimum extent and duration necessary to eliminate the Emergency Security Issue. Timeglass further reserves the right to suspend or revoke access to the Services by any who violates any Policy.

(d) Termination. Notwithstanding anything to the contrary, either party may terminate this TOS: (i) upon written notice to the other party of a material breach of this TOS, any Additional Terms or any Policy, as applicable, by the other party, which breach the other party does not cure within thirty (30) days after receipt of written notice of the breach; or (ii) in the event the other party becomes insolvent or bankrupt; becomes the subject of any proceedings under bankruptcy, insolvency or debtor's relief law; has a receiver or manager appointed; makes an assignment for the benefit of creditors; or takes the benefit of any applicable law or statute in force for the winding up or liquidation of such party's business. Notwithstanding the termination of this TOS for any reason, neither party will be relieved of any duty, obligation, debt or liability that arose or accrued prior to the effective date of termination.

(e) Events upon Termination of this TOS. Upon termination of this TOS for any reason: (i) all rights granted by the parties under this TOS shall immediately terminate; and (ii) Customer shall immediately cease all use of the Services.

(f) Retrieval of Customer Data. Upon written request by Customer made within sixty (60) days after any expiration or termination of this TOS, Timeglass will make Customer Data available to Customer through the Service on a limited basis and at no additional cost to Customer solely for purposes of Customer's retrieving Customer Data for a period of up to sixty (60) days after such request is received by Timeglass. After such sixty (60) day period, Timeglass will have no obligation to maintain or provide any Customer Data (unless Customer has made arrangements with Timeglass to retain such Customer Data for a longer period of time for a fee) and shall thereafter, unless legally prohibited, delete all Customer Data in accordance with its then-current protocols for secure deletion of such Customer Data. Customer Data stored in backups will be deleted in accordance with Timeglass' then-current schedule for deletion/overwriting of such backups, not to exceed one (1) year. Additionally, during the term of this TOS, Customers can extract data using Timeglass' standard web services. If Customer requires Timeglass' assistance, Customer may acquire Timeglass professional services at Timeglass' then-current billing rates pursuant to a separately executed statement of work and professional services agreement.

(g) Survival. Any provision that, by its terms, is intended to survive the expiration or termination of this TOS shall survive such expiration or termination, including Sections: 2(c) (Restrictions); 4 (Fees and Taxes); 5 (Intellectual Property); 6(e) (Events upon Termination of this TOS); 6(g) (Survival); 7 (Representations and Warranties); 8 (Indemnification); 9 (Confidential Information); 10 (Disclaimer of Warranties); 11 (Limitation of Liability); and 12 (Miscellaneous).

7. Representations and Warranties

(a) Timeglass and Customer each represents and warrants to the other that: (i) it has the necessary power and authority to enter into this TOS; (ii) the execution and performance of this TOS have been authorized by all necessary corporate or institutional action; (iii) entry into and performance of this TOS will not conflict with any provision of law or the certificate of incorporation, bylaws or comparable organizational documents of such party; (iv) no action by any governmental organization is necessary to make this TOS valid and binding upon such party; and (v) it possesses all governmental licenses and approvals necessary to perform its obligations under this TOS.

(b) Customer represents, warrants and covenants to Timeglass that: (i) it shall only install Agents on Customer Devices and shall ensure that all such Customer Devices are owned, leased or authorized for use by Customer; (ii) only Authorized Users shall access or use the Agents on Customer Devices, and Customer shall not permit any unauthorized access to or use of the Services; (iii) it shall provide any and all required notices to, and obtain any all necessary consents, rights and authorizations from (including all required permissions from Intellectual Property holders), its Authorized Users for the collection, monitoring, processing, storage and transfer of Captured Data via Customer Devices and shall maintain records of such notices and consents during the term of this TOS and for any period required by Applicable Laws; (iv) all Authorized Users have been informed of,

and have consented in a legally compliant manner to, the installation and use of Agents on their Customer Devices and to the monitoring, collection and processing of Captured Data by Timeglass; (v) it shall comply, and cause its Authorized Users to comply, with all Applicable Laws in connection with its use of the Services; (vi) it shall be solely responsible for the accuracy, legality, and scope of any Captured Data collected, for determining whether the Services are appropriate for its intended use, and for ensuring its own compliance with all workplace policies, collective bargaining agreements, and contractual obligations to its employees or contractors; (vii) Customer is solely responsible for configuring, enabling, or disabling any Optional Features; (viii) Customer's selection, configuration, and use of such Optional Features are made at Customer's own discretion and risk, and Timeglass shall have no responsibility or liability for Customer's choices; (viii) Customer's configuration and use of Optional Features shall at all times comply with all Applicable Laws. Customer further acknowledges and agrees that Timeglass shall not be responsible for any failure of Customer to comply with any of the foregoing representations, warranties and covenants; (ix) Customer is not located in a country that is subject to a U.S. Government embargo, or designated by the U.S. Government as a "terrorist supporting" country; and (x) Customer is not listed on any U.S. Government list of prohibited or restricted parties, including the Specially Designated Nationals List.

8. Indemnification

(a) Timeglass Indemnification. Timeglass agrees that Customer shall have no liability and Timeglass shall indemnify, defend and hold Customer harmless against any loss, damage, cost, liability and expense (including reasonable attorneys' fees and the costs of comply with any subpoenas) to the extent arising from any action or claim of a third party (collectively, "Claim") asserting that Customer or s' use of the Services infringes the Intellectual Property of such third party; provided, however, that Timeglass shall have no obligation to indemnify Customer from any Claim to the extent it arises from: (i) use of the Services by or on behalf of Customer in any manner that does not comply with the terms and conditions of this TOS, any Additional Terms, any Policy or Applicable Laws; (ii) use of the Services by or on behalf of Customer in combination with any hardware or software not provided or approved by Timeglass; (iii) modifications to the Services made by or on behalf of Customer that are not authorized by Timeglass; or (iv) any Customer Data (Sections 8(a)(i) through 8(a)(iv), collectively, "Customer Acts"). In the event that any part of the Services becomes the subject of a Claim or Timeglass reasonably determines that any part of the Services is likely to become the subject of a Claim, Timeglass may, at its sole discretion: (1) procure for Customer a license as necessary for Customer to exercise the rights granted by Timeglass under this TOS; (2) modify or replace the infringing portion of the Services to avoid infringement; or (3) terminate the applicable Additional Terms or Customer's subscriptions and provide a pro rata refund of the fees paid by Customer to Timeglass for the remainder of the term of the terminated subscriptions. This Section 8(a) states Timeglass' sole liability to Customer and Customer's exclusive remedy against Timeglass, for any Claim described in this Section 8(a).

(b) Customer Indemnification. Customer agrees that Timeglass shall have no liability and Customer shall indemnify, defend and hold Timeglass harmless against any Claim (including without limitation Claims brought by Customer's employees, contractors or other personnel (including Authorized Users)), to the extent arising from: (i) Customer Acts; (ii) any violation of Section 7(b); (iii) any breach by Customer or Authorized Users of any agreement governing use of Third Party Offerings; (iv) any use by Customer or Authorized Users of Timesheet Reports, Invoices or Customer Data except as permitted by this TOS or otherwise and as separate from Customer's or Authorized Users' use of or access to the Services; or (v) Customer's choices, instructions, or configurations of the Services, including without limitation any Optional Features or toggles that Customer enables or disables.

(c) Procedure. The indemnified party shall: (i) give the indemnifying party prompt written notice of any Claim; provided, however, that failure of the indemnified party to give such prompt written notice shall not relieve the indemnifying party of any obligation to indemnify pursuant to this Section 8, except to the extent the indemnifying party has been prejudiced thereby; (ii) cooperate fully with the indemnifying party, at the indemnifying party's expense, in the defense or settlement of any Claim; and (iii) give the indemnifying party sole and complete control over the defense or settlement of any Claim; provided, however, that any settlement must include a complete release of the indemnified party without requiring the indemnified party to make any payment or bear any obligation.

9. Confidential Information

(a) Definition. "Confidential Information" means information identified in good faith by either party as being confidential or proprietary, or information that, given its nature or the circumstances of its disclosure, should reasonably be understood to be confidential or proprietary. Confidential Information shall include the terms and conditions of this TOS; the source code and architectural framework of the Services (including Templates); Aggregated Data; information relating to future releases of the Services; and pricing information and business plans provided by either party.

(b) Non-Disclosure. Each party may use the Confidential Information provided by the other party only as necessary to exercise its rights and discharge its obligations under this TOS and for no other purpose without the prior written consent of the disclosing party. Neither party may disclose to a third party Confidential Information of the other party. The receiving party shall protect Confidential Information of the disclosing party using the same degree of care it uses to protect the confidentiality of its own Confidential Information of like nature, but no less than reasonable care. The foregoing obligations in this Section 9(b) shall not apply to any Confidential Information that: (i) is known or becomes known to the public in general, other than as a result of a breach of this TOS by the receiving party; (ii) was known by or in the lawful possession of the receiving party prior to receipt from the disclosing party; (iii) is or has been independently developed by the receiving party without use of or reference to Confidential Information of the disclosing party; or (iv) is or has been made known or disclosed to the receiving

party by a third party without a breach of any obligation of confidentiality to the disclosing party. Notwithstanding anything to the contrary, Timeglass shall be permitted to identify Customer as a Timeglass customer.

(c) Compelled Disclosure. A party may disclose Confidential Information of the other party that is required to be disclosed by law; provided, however, that the receiving party shall take reasonable actions to minimize such disclosure and promptly notify the disclosing party, to the extent permitted by law, so that the disclosing party may take lawful actions to avoid or minimize such disclosure.

(d) Public Announcement. Customer hereby agrees that Timeglass may use Customer's logo, name, tradename and other indicia for purposes including Customer in lists of Timeglass' current and former customers and otherwise in promotional and/or marketing material, including on Timeglass' website.

10. DISCLAIMERS

(a) Disclaimer of Warranties.

(i) General. ALL SERVICES, TIMESHEET REPORTS AND INVOICES PROVIDED UNDER THIS TOS ARE PROVIDED "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS." TIMEGLASS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS (EXCEPT AS SET FORTH IN SECTION 7), EXPRESS OR IMPLIED, INCLUDING: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY WARRANTY WITH RESPECT TO THE QUALITY, ACCURACY, CURRENCY OR COMPLETENESS OF THE SERVICES, TIMESHEET REPORTS AND INVOICES PROVIDED UNDER THIS TOS, OR THAT USE OF SUCH SERVICES, TIMESHEET REPORTS AND INVOICES WILL BE ERROR-FREE, UNINTERRUPTED, FREE FROM OTHER FAILURES OR WILL MEET CUSTOMER'S OR AUTHORIZED USERS' REQUIREMENTS.

(ii) Beta Disclaimer. ALL SERVICES LABELED ALPHA, BETA, PRE-RELEASE, TRIAL, PREVIEW OR SIMILARLY ("Beta Services") ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS, AND CUSTOMER'S USE OF SUCH BETA SERVICES IS AT ITS SOLE RISK. Timeglass has no obligations in connection with or in the course of providing the Beta Services. Any expectations and estimates regarding Beta Services are based on factors currently known and actual events or results could differ materially. Timeglass does not assume any obligation to update any Beta Services. In addition, any information about Timeglass' roadmap outlines Timeglass' general product direction and is subject to change at any time without notice. It is for informational purposes only and shall not be incorporated into this TOS or any contract or other commitment. Timeglass undertakes no obligation either to develop the features or functionality provided in the Beta Services, or to include any such feature or functionality in a future release of the Services. Customer expressly acknowledges that the Beta Services have not been fully tested, and may contain defects or deficiencies which may not be corrected by Timeglass. The Beta Services may undergo significant changes prior to release of the corresponding generally available final version.

(b) No Advice or Endorsement. Customer hereby acknowledges, understands and agrees that: (i) any other content or information provided on the Services ("Services Materials") are for informational purposes only; (ii) Services Materials are not intended to be, and Customer and Authorized Users should not construe Services Materials as, legal, tax, investment, financial or other advice; (iii) nothing on the Services constitutes professional and/or financial advice, nor do any Services Material constitute a comprehensive or complete statement of the matters discussed or the Applicable Laws relating thereto; (iv) Timeglass is not a fiduciary by virtue of Customer's or any Authorized User's use of or access to the Services and/or Services Materials; (v) Customer alone assumes the sole responsibility of evaluating the merits and risks associated with the use of or reference to Services Material before making any decisions based on such Services Material; and (vi) Timeglass shall not be held responsible or liable for any possible claim for damages arising from any decision Customer or its Authorized Users make based on information or Services Material made available to Customer and/or Authorized Users.

11. LIMITATION OF LIABILITY

OTHER THAN WITH RESPECT TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF USE RESTRICTIONS UNDER SECTION 2(c), INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, OR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9: (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COST OF COVER, OR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS OCCASIONED BY OR RESULTING FROM ANY USE OF OR INABILITY TO USE THE PRODUCTS AND SERVICES PROVIDED UNDER THIS TOS, SUCH AS ANY MALFUNCTION, DEFECT OR FAILURE OF THE SERVICES OR ITS DELIVERY VIA THE INTERNET, EVEN IF SUCH PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE; AND (B) SUBJECT TO CUSTOMER'S OBLIGATION TO PAY ALL FEES DUE UNDER THIS TOS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS TOS EXCEED THE AMOUNT OF FEES RECEIVED BY TIMEGLASS FROM CUSTOMER UNDER THIS TOS IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENTS GIVING RISE TO LIABILITY AROSE.

12. GOVERNING LAW; BINDING ARBITRATION AND CLASS ACTION WAIVER

- (a) This TOS shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Delaware, without regard to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this TOS.
- (b) ALL CLAIMS ARISING IN CONNECTION WITH THIS TOS SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION RATHER THAN IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.
- (c) The arbitration shall be conducted by the American Arbitration Association (AAA) under its then-applicable Commercial Arbitration Rules or, as appropriate, its Consumer Arbitration Rules. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees shall be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that such hearing shall be conducted in New York, New York or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.
- (d) WE EACH AGREE THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR OTHER SIMILAR PROCESS (INCLUDING ARBITRATION). IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN AUSTIN, TEXAS. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, *FORUM NON-CONVENIENS* OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.
- (e) Notwithstanding anything to the contrary, you and Timeglass may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect its intellectual property rights, whether in aid of, pending, or independently of the resolution of any dispute pursuant to the arbitration procedures set forth in this Section 12.
- (f) If Timeglass implements any material change to this Section 12, such change shall not apply to any claim for which you provided written notice to Timeglass before the implementation of the change.

13. MISCELLANEOUS

- (a) Independent Contractors. The relationship between Timeglass and Customer established by this TOS is solely that of independent contractors. Neither party is in any way the partner or agent of the other, nor is either party authorized or empowered to create or assume any obligation of any kind, implied or expressed, on behalf of the other party, without the express prior written consent of such other party.
- (b) Notice. All notices, demands and other communications ("Notices") to be given or delivered under or by reason of the provisions of this TOS shall be in writing and sent to the parties according to the contact information provided below, or such other contact information as either party shall notify the other in accordance with this Section 12(b):

To Timeglass

112. E Pecan St.
San Antonio, TX 78205
support@timeglass.ai

To Customer

To the relevant billing contact designated by Customer.

- (c) Assignment. Customer may not assign this TOS, or sublicense, assign or delegate any right or obligation hereunder, by operation of law or otherwise without the prior written consent of Timeglass. This TOS shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (d) U.S. Government Entities. This section applies to access to or use of the Services by a branch or agency of the United States Government. The Services includes "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 and qualifies as "commercial items" as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in this TOS with respect to the such items, and any access to or use of the Services by the United States Government constitutes: (i) agreement by the United States Government that that such items are "commercial computer software" and "commercial computer software documentation" as defined in this section; and (ii) acceptance of the rights and obligations herein.
- (e) Interpretation. For the purposes of this TOS: (i) the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation;" (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this TOS as a whole. This TOS shall be construed without regard to any

presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(f) Entire Agreement. This TOS and any Additional Terms and the Policies contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous or contemporaneous oral or written negotiations or agreements with respect to such subject matter. In the event of any conflict among this TOS, any Additional Terms, and any Policy, the terms and conditions of each shall take precedence in the following order: the Additional Terms, this TOS, and any Policy.

(g) Severability. If any provision of this TOS shall be held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of this TOS.

(h) No Waiver. The failure of either party to require strict performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. Any waiver of the provisions of this TOS, or of any breach or default hereunder, must be set forth in a written instrument signed by the party against which such waiver is to be enforced.

(i) Force Majeure. Neither party shall be liable for any failure to perform under this TOS (except for a party's payment obligations) to the extent due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection or any other cause beyond the reasonable control of the party invoking this provision.