

## MAIN SERVICE CONTRACT

THIS MAIN SERVICE CONTRACT (TOGETHER WITH THE PING ORDER FORM (THE "ORDER FORM"))

### 1. SERVICES AND SUPPORT

#### 1.1

In return for the payment of the fees and marketing obligations stated on the relevant Order Form (the "Order Form"),

#### 1.2

As part of the registration process, the Customer will choose an administrative user ("Admin user")

#### 1.3

By signing the Order Form and using the Services, the Customer accepts and agrees to be bound by the

### 2. LIMITATIONS AND DUTIES

#### 2

##### 2.1

Subject to all terms of the Contract, the Service Provider hereby gives the Customer, for the duration of the Contract, a non-exclusive, non-transferable, and non-sublicensable license to use the Service Provider's platform for the purpose of providing the Services to the Customer.

The customer can't, directly or indirectly, try to figure out the technical details of the service, change the service, or use the service for any other purpose.

The service provider keeps all rights (including intellectual property rights) to the service and any content created by the customer.

The customer has to use the service in line with the service provider's current published access and usage policies.

The customer is responsible for getting and maintaining any equipment and extra services needed to use the service. You need to make sure that any equipment you use, including modems, hardware, servers, software, and networks, is compatible with the service.

If you're using platforms, networks, or websites like Facebook, Android, Blackberry, or the iOS/App Store, you need to make sure they're compatible with the service.

We might want to write about your use of our services on our website or use it in our marketing materials.

If we share business information with each other, like technical or financial details, we need to keep it confidential. The Receiving Party agrees to do two things:

1. They will take reasonable steps to protect the Disclosing Party's confidential information, just as they protect their own confidential information.
2. They will not use or share the Disclosing Party's confidential information with anyone else, unless they get the Disclosing Party's written permission.

However, the Disclosing Party understands that these rules won't apply in the following situations:

- If the information has been disclosed for over three years (but the confidentiality of trade secrets will survive for a longer period of time).
- If the Receiving Party can prove that the information is publicly available, and not because they breached confidentiality.
- If the Receiving Party already knew the information before the Disclosing Party told them, and the information was not confidential at that time.
- If someone else rightfully gave the information to the Receiving Party without any restrictions on confidentiality.

- If the Receiving Party came up with the same information independently, without using the Disclosure
- If the law requires the Receiving Party to share the information. If this is the case, the Receiving Party

In providing their services, the Service Provider is allowed to collect general user data and report on

Finally, the Service Provider agrees to follow the rules in the Data Processing Addendum (the "DPA") Exhibit C is attached.

## 4.

### PAYING FEES

#### 4.1

The customer must pay the service provider within 30 days of receiving the invoice for the services

#### 4.2

If the customer thinks they have been billed wrongly, they need to contact the service provider with

## 5.

### 4.3

The service provider will bill through an invoice, and the customer must pay the full amount within

## 5.

### ENDING THE AGREEMENT

#### 5.1

Unless ended earlier as outlined below, the initial service period is as stated in the order form (the "Order Form")

#### 5.2

Either the customer or the service provider can end this agreement and any order form if the other party doesn't fix a serious problem within 30 days after we tell you about it, we can end our agreement

Even if we end our agreement, either of us can still take other actions to fix any problems, including

Once the agreement or services end, you can't use the services anymore. But some parts of the agreement

The service provider agrees to protect you and cover any costs if a third party sues you, claiming that you used the services in violation of the agreement. This section explains that:

6.1.2 The Service Provider can manage the defense against any lawsuit or claim at their own cost.

6.1.3 The Service Provider should be given all the necessary information and support to defend against

6.1.4 The Service Provider must give written approval before any settlement of the lawsuit or claim

These obligations do not apply if the claimed infringement is due to changes made by the Customer

## 6.2

The Customer agrees to cover the cost of defending the Service Provider against any damages, losses

## 7.

### WARRANTY AND DISCLAIMER

#### 7.1

The Service Provider does not guarantee that the Services will be uninterrupted, error-free, or meet any specific performance standards. This is a guarantee that the product will work as it should and won't break any laws. However, the service

The only guarantees are those that the law requires. There are no other promises or conditions.

The service provider isn't responsible for any damages unless they were caused by gross negligence.

- The cost of getting a replacement product, service or technology, or any lost business, revenue or profits;
- Any indirect, exemplary, incidental, punitive, special or consequential damages;
- Any amount that, together with all other claims, is more than what the customer has paid to the service provider.

The customer understands that the service might be interrupted because of things beyond the service provider's control. If any problems occur with systems that the service provider doesn't control, these won't be seen as service provider's responsibility.

If the law limits any part of section 8, a party's responsibility will be limited as much as the law allows.

Any parts of this agreement that can't be enforced or are invalid will be limited or removed just enough to make the agreement enforceable.

Neither party can transfer this agreement or their rights and responsibilities under it without the other party's written consent.

Both parties agree that the order form and this main service agreement, including all exhibits, is the entire agreement between them.

This agreement or any order form can only be changed by a written document signed by both parties.

This agreement doesn't create any agency, partnership, joint venture, or employment relationship.

If any legal action is taken to enforce rights under the agreement, the winner in any legal dispute will have the right to get back their costs and lawyer's fees. All notices must be in writing.

This agreement can be signed in several parts.

Both parties agree that if either party seriously breaks Section 2 or 3 of this agreement, it could cause the other party to end the agreement.

This agreement will be ruled by the laws of California, without considering any conflicting laws. Any dispute will be resolved in California.

Both parties agree that the United Nations Convention on Contracts for the International Sale of Goods applies to this agreement.

## Exhibit B

### General Service Level Support Terms

1. The service provider will do their best to make sure the services are available and working for the customer.
  - (ii) The service may go offline for important maintenance or due to issues caused by the customer, the service provider.
  2. Maintenance. The Service Provider will provide the customer with all general improvements, updates, and bug fixes.
  3. Customer Responsibility. The customer needs to keep their profile data up to date and manage their account.
  4. Support. The Service Provider can be reached for product support through email or their website.
  5. Customer Support List. The customer needs to give the Service Provider a list of contacts for support.
  6. Classification of Problems. The Service Provider will categorize each problem the customer faces into three levels of severity.
- The customer, as defined below, will make a reasonable effort to handle the issue based on its severity.

### 7. Levels of Severity and Response Times

#### Priority Code: P1

Description: This is a critical issue. The customer's app isn't working properly or the user experience is severely impacted.

Required Action: We need to follow the escalation procedures outlined below.

Expected Response Time: Ping will provide an update about the situation through phone or email within one hour.

Guaranteed Response Time: Ping will provide a status update by phone or email within four business hours.

#### Priority Code: P2

Description: This is a high priority issue. The platform's availability or performance is significantly reduced.

Required Action: We need to follow the escalation procedures outlined below.

Expected Response Time: Ping will provide an update about the situation through phone, email, or

Guaranteed Response Time: Ping will provide a status update within eight business hours after the

Priority Code: P1

Contact Type: Primary

Name/Role: Key Tech Staffer/First Available

Contact Email Address: help@tryping.com

Time Before Escalation to Next Level: 2 hours

Contact Type: Secondary

Name/Role: Dedicated Account Manager

It seems like there's been a mistake. The text you provided does not contain any legal language or