

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (COLLECTIVELY WITH THE PING ORDER FORM (THE “ORDER FORM”) AND ALL OTHER EXHIBITS AND ATTACHMENTS HERETO, THE “AGREEMENT”) WILL BE LEGALLY BINDING ON FIKE INC. (“CUSTOMER”) AND PING INTELLIGENT TECH INC. (“SERVICE PROVIDER”) UPON THEIR EXECUTION OF THE PING ORDER FORM REFERENCING THIS MASTER SERVICE AGREEMENT. EACH PARTY HERETO AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER SERVICE AGREEMENT.

1. SERVICES AND SUPPORT

- 1.1 In consideration of (and subject to) the payment of the fees and marketing obligations listed on the applicable Order Form (the “Fees”), Service Provider will provide Customer the services selected in the Order Form (attached hereto as Exhibit A), the applicable General Service Level Support Terms (as described on Exhibit B attached hereto and incorporated herein) (collectively, the “Services”) and the terms of the Data Processing Addendum (as set forth on Exhibit C attached hereto and incorporated herein).
- 1.2 As part of the registration process, Customer will identify an administrative user (“Admin user”) for Customer’s account (the “Account”). The Admin user may create standard users (each with login credentials linked to their email address) up to the maximum number permitted in the Order Form. If Service Provider deems a user’s login credentials to be inappropriate, Service Provider will notify Customer and the user will promptly modify such credentials or may have their access suspended until their credentials have been modified.
- 1.3 By executing the Order Form and using the Services, Customer accepts and agrees to be bound by this Master Service Agreement as well as Service Provider’s privacy policy, located at <https://www.trying.com/privacy>.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Subject to all terms of the Agreement, Service Provider hereby grants to Customer, for the term set forth herein, a non-exclusive, non-sublicensable, non-transferable, non-assignable, royalty free license to use for Customer's software applications, and for Customer's internal use (and only in accordance with any applicable documentation), the functionality and data provided to Customer by Service Provider through the use of the Services (the "Platform").
- 2.2 Customer will not (and will not allow any third party to), directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services (or any underlying software, documentation or data related to the Services); modify, translate, or create derivative works based on the Services or any underlying software; or copy (except for archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any underlying software; use the Services or any underlying software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.3 Service Provider retains all right, title, interest (including, but not limited, to intellectual property rights) in and to the Services and any modifications or updates thereto. Nothing in this Agreement shall be construed as granting Customer any right, title or interest in or to the Services except as expressly stated herein.
- 2.4 Customer will access and use the Services only in compliance with Service Provider's standard published access and security policies then in effect and the terms of this Agreement (including the scope and duration identified in this Agreement).
- 2.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service (collectively, "Equipment").
- 2.6 Customer shall be responsible for compliance with any and all applicable third party terms of service and privacy policies for platforms, networks and/or websites that they run their applications on, including but not limited to, Facebook, Android, Blackberry or iOS/App Store.

- 2.7 Customer shall be responsible for ensuring that such Equipment is compatible with the Services and complies with all configurations and specifications set forth in Service Provider's published policies then in effect. Customer shall also be responsible for maintaining the security of the Equipment, the Account, email credentials (including but not limited to administrative and user email addresses) and files, and for all uses of the Account or the Equipment with or without Customer's knowledge or consent.
- 2.8 Upon prior written approval by Customer, Service Provider may:
- 2.8.1 produce and publish a case study on its website regarding the Customer's use of the Services; and
 - 2.8.2 create self-promotional materials such as press releases, advertisements, brochures, etc.
 - 2.8.3 upon prior written approval by Customer, Customer shall provide a mutually agreeable quote with respect to Service Provider and the Services, to be used for Service Provider's marketing and publicity purposes.

3. CONFIDENTIALITY

- 3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's business, including, without limitation, technical or financial information (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information includes non-public data provided by Customer to Service Provider to enable the provision of the Services and any other data that a reasonable person would understand, under the circumstances, to be the confidential or proprietary information of the Disclosing Party.
- 3.2 The Receiving Party agrees:
- 3.2.1 to take reasonable precautions that are at least as protective as those used to protect its own Proprietary Information, to protect the Proprietary Information of the Disclosing Party; and
 - 3.2.2 not to use (except as expressly permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to (x) any information after three (3)

years following the disclosure thereof (except the obligation of confidentiality shall continue in perpetuity with respect to any Proprietary Information that constitutes a trade secret under applicable law) or (y) any information that the Receiving Party can document (a) is or becomes generally available to the public through no breach of this Agreement by the Receiving Party, or (b) was in its possession or known by it without restriction on disclosure prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required by law to be disclosed, in which event the Receiving Party shall, to the extent allowed by law, provide notice to the Disclosing Party prior to disclosing any such Proprietary Information. In the performance of the Services, Service Provider is expressly authorized to collect general user data and report on the aggregate response rate and other aggregate measures of the Services' performance, provided that the user data is anonymized and no personally identifying information of the Customer or its users is revealed.

- 3.3 Service Provider will comply with the terms of the Data Processing Addendum (the "DPA") attached as Exhibit C.

4. PAYMENT OF FEES

- 4.1 Customer will pay Service Provider the Fees for the Services as listed on the applicable Order Form within 30 days of the date of invoice. The fees for any renewal term shall be at Service Provider's then standard rates currently in effect, or if applicable, as otherwise stated in the Order Form. All Fees paid under this Agreement are nonrefundable except as specifically provided for herein.
- 4.2 If Customer believes that Service Provider has billed Customer incorrectly, Customer shall use reasonable efforts to contact Service Provider no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Service Provider's customer support department. Service Provider shall respond to Customer within three (3) business days after receiving such inquiries.

- 4.3 Service Provider shall bill through an invoice, and full payment of invoices must be received by Service Provider within the time period specified in the Order Form. Unless disputed in good faith, unpaid invoices may be subject to a finance charge of 1.0% per month on any outstanding balance. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Service Provider's net income.

5. TERMINATION

- 5.1 Subject to earlier termination as provided below, the initial Service term is as specified in the applicable Order Form (the "Initial Service Term"), and, unless provided for otherwise in the Order Form, shall be renewed for additional terms (each, a "Renewal Term" and collectively with the Initial Service Term, the "Term") only upon the written agreement of the parties.
- 5.2 Either party may terminate this Agreement and any Order Form if the other party materially breaches any of the terms or conditions of the Agreement, and if the breach is capable of remedy, fails to promptly remedy that breach within thirty (30) days of receipt of notice. If this Agreement is terminated as a result of a material breach by Customer, Customer shall pay in full all remaining Fees payable through the remainder of the Term. Upon any termination or expiration of this Agreement for any reason, Customer may request, and if so requested Service Provider will provide, an export of Customer's data in a mutually agreed upon format within thirty (30) days of the effective date of such termination or expiration.
- 5.3 Termination (which includes expiration or non-renewal) of the Order Form shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer's obligation to pay all Fees that have accrued or are otherwise owed by Customer under any Order Form.
- 5.4 Upon the termination of the Agreement or Services, Customer's right to access or use the Services shall terminate.
- 5.5 The parties' rights and obligations under Sections 2 ("Restrictions and Responsibilities"), 3 ("Confidentiality"), 4 ("Payment of Fees"), 6 ("Indemnification"), 7 ("Warranty and Disclaimer"), 8 ("Limitation of Liability"), and 9 ("Miscellaneous") shall survive termination of the Agreement.

6. INDEMNIFICATION

6.1 Service Provider agrees, at its own expense, to indemnify, defend Customer and hold Customer harmless against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any demand, claim, action, suit or proceeding brought by a third party alleging Service Provider's gross negligence or willful misconduct, or that the Platform and/or the use of the Services in accordance with the Order Form infringes or misappropriates any U.S. intellectual property right, provided that Customer:

- 6.1.1 promptly notifies Service Provider in writing of any such suit, claim or proceeding,
- 6.1.2 allows Service Provider, at Service Provider's own expense, to direct the defense of such suit, claim or proceeding,
- 6.1.3 gives Service Provider all information and assistance necessary to defend such suit, claim or proceeding, and
- 6.1.4 does not enter into any settlement of any such suit, claim or proceeding without Service Provider's written consent.

The foregoing obligations do not apply with respect to the Services or portions or components thereof (x) to the extent the alleged infringement results from changes to the Platform or Services required by Customer specifications, or (y) combined with other products, processes or materials by Customer in a manner not contemplated by this Agreement where the alleged infringement would not have occurred without such combination. This section states Service Provider's entire liability and Customer's exclusive remedy for infringement or misappropriation of intellectual property of a third party.

6.2 Customer hereby agrees, at its own expense, to indemnify, defend and hold harmless Service Provider against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any demand, claim, action, suit or proceeding by a third party to the extent arising from Customer's violation of Sections 2.1 to 2.3, or otherwise from Customer's use of Services in violation of this Agreement that

is excluded from Service Provider's aforementioned indemnity obligations in clauses (x) and (y) of the second to last sentence of Section 6.1, above.

7. WARRANTY AND DISCLAIMER

- 7.1 SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.2 IN ADDITION, CUSTOMER ACKNOWLEDGES THAT SERVICE PROVIDER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. SERVICE PROVIDER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
- 7.3 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS.

8. LIMITATION OF LIABILITY

- 8.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR A PARTY'S INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THE AGREEMENT (INCLUDING THE ORDER FORM) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY:

- 8.1.1 FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR ANY LOSS OF BUSINESS, OR REVENUE OR PROFITS RESULTING THEREFROM;
- 8.1.2 FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES; OR
- 8.1.3 FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE APPLICABLE SERVICES UNDER THE AGREEMENT OR RELATING TO ANY SUBJECT MATTER THEREOF IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING TYPES OF LOSSES OR DAMAGES. CUSTOMER ACKNOWLEDGES THAT AN INTERRUPTION IN SERVICE(S) DUE TO CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF SERVICE PROVIDER, SUCH AS A FAILURE OF TELECOMMUNICATIONS OR NETWORK SYSTEMS NOT CONTROLLED BY SERVICE PROVIDER, SHALL NOT BE CONSIDERED A SERVICE OUTAGE OR SERVICE DEFICIENCY FOR PURPOSES OF ANY REMEDY PROVIDED HEREIN.
- 8.1.4 If applicable law limits the application of the provisions of this section 8, a party's liability will be limited to the maximum extent permissible.

9. MISCELLANEOUS

- 9.1.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.
- 9.1.2 Neither party may assign this Agreement or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; *provided however*, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this

Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

- 9.1.3 Both parties agree that the Order Form and this Master Service Agreement, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed on behalf of both parties by their duly authorized representatives, except as otherwise provided herein.
- 9.1.4 This Agreement or any Order Form may be amended only by a writing executed by the parties referencing this Agreement.
- 9.1.5 No agency, partnership, joint venture, or employment is created as a result of the Agreement and neither party has any authority of any kind to bind or attempt to bind the other party in any respect whatsoever.
- 9.1.6 In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
- 9.1.7 This Agreement may be executed in one or more counterparts.
- 9.1.8 The parties agree that any material breach of Section 2 or 3 of this Agreement may cause irreparable injury and that injunctive relief in a court of competent jurisdiction may be appropriate to prevent an initial or continuing breach of Section 2 or 3 in addition to any other relief to which the owner of such Proprietary Information may be entitled.
- 9.1.9 The Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Any action or proceeding arising from or relating to the Agreement must be brought in a federal court in the Northern

District of California, or in a state court in San Francisco, California, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

- 9.1.10 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to the Order Form.

Exhibit B

General Service Level Support Terms

1. **Up-Time and Reliability.** Service Provider will use reasonable commercial efforts with the intent that Services will be available and operational to Customer for 99% of all Scheduled Availability Time. “Scheduled Availability Time” shall be defined as twenty-four (24) hours a day, seven (7) days a week, excluding: (i) scheduled maintenance downtime; (ii) maintenance downtime for specific critical Service issues; and (iii) any downtime due to defects caused by Customer, one of its vendors, third party connections, utilities, or caused by other forces beyond the control of Service Provider (such as internet outages or outages with respect to Customer’s network or internet access). Service Provider shall use reasonable efforts to provide advance notice in writing or by email of any scheduled service disruption. In the event of any unexcused downtime, Service Provider will credit the prorated amount to the Customer’s next monthly invoice.
2. **Maintenance.** Service Provider will make available to Customer as part of the Services, all generally available enhancements, updates and bug fixes to the Services.
3. **Customer Responsibility.** In addition to other responsibilities contained herein, Customer will be responsible for ongoing maintenance, management and accuracy of its profile data. Additionally, Customer will be responsible for communicating and managing the registration, training and change management process.
4. **Support.** Service Provider is available to receive product support inquiries via email or the Service Provider website 24 hours per day. Service Provider Standard Support Hours are 06:30 to 15:30 Pacific Time Monday through Friday for technical information, technical advice and technical consultation regarding Customer’s use of the Services.
5. **Customer Support List.** Customer shall provide to Service Provider, and keep current, a list of designated contacts and contact information (the “Support List”) for Service Provider to contact for support services. Such Support List shall include (i) the first person to contact for the answer or assistance desired, and (ii) the persons in successively more responsible or qualified positions to provide the answer or assistance desired.

6. **Classification of Problems.** Service Provider shall classify each problem encountered by Customer according to the following definitions and will use reasonable commercial efforts to address the problem in accordance with such classification according to the table below.

7. **Severity Levels and Response Times**

Priori ty code	Priority description	Action required	Expected response times	Guaranteed Response Times
P1	Mission Critical. Customer application performance or user experience detrimentally affected, causing critical impact to business operations; no workaround available.	Escalation in accordance with provisions in “Escalation procedures” section below.	Ping will provide a status update by telephone and/or e-mail within one (1) business hour within the initial occurrence of the P1 issue. Ping’s goal for resolution of P1 issues is within one (1) calendar day of Customer’s receipt of issue notification.	Ping will provide a status update by telephone and/or e-mail within four (4) business hours within the initial occurrence of the P1 issue.

P2	High. Platform availability or performance significantly degraded and/or impacting significant aspects of business operations.	Escalation in accordance with provisions in “Escalation procedures” section below.	Ping will provide a status update by telephone, e-mail, or via automated notification within the reporting interface of the Measurement Services as mutually agreed upon by the Parties, as warranted until (i) the problem is resolved, (ii) an acceptable workaround is found or (iii) the problem is determined to be outside of Ping’s ability to control.	Ping will provide a status update by eight (8) business hours within the initial occurrence of the P2 issue.
Priori ty code	Contact type	Name of Contact / Role	Contact Email address	Time delay before Escalation to next level
P1	Primary	Key Tech Staffer/ First Available	help@tryping.com	2 hours
	Secondary	Dedicated Account Manager	help@tryping.com	4 hours
P2	Primary	All Staff / First Available	help@tryping.com	8 hours
	Secondary	Dedicated Account Manager	help@tryping.com	12 hours