Robin

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF ROBIN'S SAAS SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SAAS SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT AND ROBIN'S PRIVACY POLICY (https://robinpowered.com/privacy/). IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT 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 THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Robin's direct competitors are prohibited from accessing the SaaS Services, except with Robin's prior written consent.

This Agreement was last updated on July 20, 2020. It is effective between Customer and Robin as of the date of Customer's accepting this Agreement.

1   SaaS Services.

SaaS Services. Robin will perform for Customer the workplace experience services (the "SaaS Services") subject to the Order Form, these Terms and Conditions, and Robin's then-current Acceptable Use Requirements. The current version of the Acceptable Use Requirements may be found at https://robinpowered.com/acceptable-use/. Robin endeavors to give Customer thirty (30) days written notice (including by email) before any changes to the Acceptable Use Requirements take effect as to Customer. Customer may object to any such changes that would materially and negatively affect it by giving written notice of such objections to Robin within fifteen (15) days after receipt of such written notice. In such case the Parties will discuss the matter in good faith and if Customer does not wish the changes to apply to it Customer may terminate this Agreement by giving Robin written notice. Use of the SaaS Services is limited to Customer-designated users employed by or contracted to Customer or its subsidiaries who have agreed during the authentication process to abide by the Acceptable Use Requirements ("Customer Users"), and Customer will be responsible to Robin for such users' compliance with this Agreement.

1.1   SaaS Service Connection.

(a)   Robin endeavors to make the SaaS Services accessible twenty-four (24) hours, seven (7) days a week, *provided, however*, that from time to time,

Robin and its service providers may perform scheduled or unscheduled maintenance, and access to the SaaS Services may be impaired or interrupted while such maintenance is being performed. Robin will endeavor to limit scheduled maintenance to non-business hours and to give reasonable written notice in advance of any maintenance that would cause the SaaS Services to be unavailable to Customer.

(b)   Customer shall be solely responsible for (i) Customer's Internet connection (the speed of which may have a significant impact on the responsiveness of the SaaS Services), including all Internet service provider connection charges, and (ii) the connection of Customer's hardware to the Internet via Customer's Internet gateways.

1.2   Use of SaaS Services. Customer will not use the SaaS Services to transmit, store or publish any content that is obscene, libelous, threatening or unlawful or that infringes or violates any rights. Subject to the terms and conditions of this Agreement and any applicable Order, Robin may impose limits on Customer's bandwidth use and file hosting storage used by Customer with the Robin Platform or impose additional fees or throttle Customer's file hosting with the Robin Platform if Customer exceeds such limits. Robin further reserves the right to suspend performance of SaaS Services in the event of Customer's, or a Customer User's, unauthorized use, disruption or abuse of Robin's resources (as reasonably determined by Robin); provided Robin

shall provide Customer with such notice (which may be by email) as is feasible under the circumstances. Customer will, and will cause each Customer User to, comply with the Acceptable Use Requirements. If the Acceptable Use Requirements require Customer to implement specific safeguards, Customer agrees to implement those safeguards and Customer will require all Customer Users to comply as well.

2   Client App; Robin API.

2.1   Client App. Robin has an application available by download from the Apple Store or Google Play (and subject to the Apple Store or Google Play terms and conditions) (the "Client App") that enables Customer to access the SaaS Services through Apple iOS and Android-enabled smart phones.

2.2   Development License. Robin makes available from time to time application programming interfaces, browser or other application plugins and related documentation and other related materials, which may include sample code (collectively, the "Robin API"). Subject to the terms and conditions of this Agreement, Robin hereby grants Customer during the Term a non-exclusive license to use, directly or through third-party service providers acting on Customer's behalf, the Robin API for Customer's internal business purposes to develop or enable web or other software services or applications ("Customer Applications") that will communicate and interoperate with the SaaS Service. Notwithstanding anything in this Agreement to the contrary, the Robin API is provided "as is," and Robin makes no representation or warranty of any kind in connection with the Robin API, including without limitation any representation or warranty that the Robin API or any products or results of the use of the Robin API will meet Customer's requirements, achieve any intended result, be compatible or work with any of Customer's or any third party's software, systems or other services. As between the parties, Customer shall own all right, title and interest in and to the Customer Applications, and Robin shall own all right, title and interest in and to the Robin API.

3   Payments.

3.1   Fees; Payment Terms. Customer will pay all fees specified in the Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on SaaS Services purchased, not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased

cannot be decreased during the relevant subscription term. If Customer exceeds the quantities purchased, Customer and/or Robin will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional fees due by Customer to Robin for such over-deployment. The agreed upon additional fees associated with the over-deployment shall be memorialized in a new Order Form signed by both parties. Robin will invoice Customer in advance and invoiced fees are due net 30 days from the invoice date.

3.2   Late Payments. Robin may discontinue performance under this Agreement if Customer fails to pay any sum when due and fails to make such payment within five (5) days of receiving written notice from Robin. Robin reserves the right to charge and collect a service fee on any unpaid, past-due amounts equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law. Notwithstanding the foregoing, Customer may dispute in good faith sums invoiced under this Agreement, provided Customer pays over to Robin on a timely basis the portion of the sum not disputed in good faith, notifies Robin of the dispute and the basis therefor in writing prior to the due date of such sum, and uses good faith efforts to resolve the dispute with Robin expeditiously.

3.3   Taxes. All payments due hereunder shall be net of any applicable sales, use and other taxes, and Customer agrees to pay directly (or reimburse Robin or its authorized representative, as the case may be) any taxes due in connection with this Agreement, excluding only taxes on Robin's income. If Customer or any of Customer Users is located in the European Union, all fees are exclusive of any VAT and Customer represents, warrants and covenants to Robin that Customer is registered for VAT purposes in its member state. If Customer is subject to GST, all fees are exclusive of GST. If Customer is required to deduct or withhold any tax, Customer will pay the amount deducted or withheld as required by law and pay Robin an additional amount so that Robin receives payment in full as if there were no deduction or withholding.

4   Term; Termination.

4.1.   Term of Agreement.   This Agreement commences on the date Customer first accepts it and continues until all SaaS Service subscriptions

hereunder have expired or have been terminated.

4.2.   Term of SaaS Service Subscription. The term of each SaaS Service subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, SaaS Service subscriptions will automatically renew for additional periods equal to the expiring SaaS Service subscription term or one year (whichever is shorter), unless either party gives the other written notice at least 30 days before the end of the relevant Saas Service subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Robin's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any SaaS Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

4.3.   Termination. Either party may terminate this Agreement if the other party (or, in the case of termination by Robin, if any Customer User) is in default of any material obligation under this Agreement, which default is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize in writing), *provided* that the cure period for a payment default shall be instead five days after written notice. Notwithstanding the foregoing, Robin may suspend performance of this Agreement immediately in the event that Customer does not make any one or more payments owed to Robin hereunder when due and such suspension will continue until payment is made in full. Any terms and conditions which by their nature survive termination will survive.

5   Intellectual Property.

5.1   SaaS Services; Client App; Robin API. Robin and its licensors retain sole ownership of the SaaS Services, the Client App, and the Robin API, as well as in any modifications or improvements thereto, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein.

5.2   Customer Data. As between the parties, Customer is the sole owner of all information or data communicated or made available by Customer or Customer Users to Robin via the SaaS Services, or collected from Customer or Customer Users by, Robin via the SaaS Services ("Customer Data"). Robin shall be permitted to use and disclose (only to those with a need-to-know and under confidentiality obligations substantially similar to those set forth in Section 6.4) the Customer Data to provide, monitor, analyze, and improve the SaaS Services, including creating aggregated, anonymized analyses and reports of usage patterns, and to enforce the terms of this Agreement.

6   Customer   Data   Security   and Confidentiality.

6.1   Customer Data Security. Robin shall implement   commercially   reasonable   security measures and maintain such other commercially reasonable safeguards that are designed to protect Customer Data from unauthorized access consistent with the requirements of applicable law for such Customer Data. Customer will not, and will not allow any Customer User to, attempt to disable, modify or circumvent any security safeguard adopted by Robin. Customer acknowledges and agrees that Robin may monitor, review and maintain records of Customer's, and Customer Users', use of the SaaS Services in order to protect the security of Customer Data and the security of Robin's information systems. Customer agrees that Robin may suspend access to the SaaS Services by Customer or one or more of the Customer Users for information security reasons. Robin will give such advance notice to Customer (which may be by email) as is practical under the circumstances. The parties expressly recognize that, although Robin shall comply with the requirements of this Section 6 and shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security.

6.2   Personal Information. To the extent that any Licensed Site is in a European Union or European Economic Area member state or any Customer User will be accessing and using the SaaS Services and Robin Platform from within a European Union or European Economic Area member state, and if Customer   Data   contains   any   such   personal information, then, subject to the provisions regarding Excluded Data under Section 6.3, Robin's specific security measures and safeguards under Section 6.1 shall include processing such personal information in accordance with a separate data processing agreement or addendum (a "DPA") and such security measures and safeguards shall include processing such personal information in accordance with the terms of the DPA.

Specifically:

(a)   Customer and Robin shall identify the personal information necessary to deliver the SaaS Services. Robin shall operate as a data processor on behalf of Customer, which shall function as a data controller when using the SaaS Services.

(b)   Customer shall, in its use of the SaaS Services, process personal information in accordance with the requirements of applicable data protection laws and regulation. Customer shall have sole responsibility for the accuracy, quality, and legality of personal information contained in Customer Data and the means by which Customer acquired such personal information. Robin shall process any necessary personal information on behalf of and in accordance with Customer's instructions, which include, without limitation, the provision of the SaaS Services in accordance with the applicable Order, this Agreement.

(c)   Robin shall collect, use, disclose and otherwise process personal information in accordance with applicable laws and regulations and its Privacy Policy as set forth on the Robin Website.

(d)   Robin shall maintain the accuracy and integrity of the personal information it processes to deliver the SaaS Services to Customer.

(e)   Robin shall use reasonable physical, technical, and administrative procedures to protect, safeguard and help prevent loss, misuse, and unauthorized access, disclosure, alteration or destruction of personal information.

(f)   Robin shall use encryption or equivalent measures in connection with any transfer, communication or remote access connectivity involving personal information it processes.

(g)   Robin shall notify Customer if it becomes aware of any unauthorized use or disclosure or security incident Robin reasonably believes to involve unauthorized access to sensitive information and shall cooperate with Customer to mitigate risks to the Customer or applicable Customer Users.

(h)   Robin shall use commercially reasonable efforts to cooperate with Customer to respond to reasonable inquiries related to its privacy practices and/or the collection, use or other processing of personal information in connection with its delivery of the SaaS Services or any reasonable requests to access,

correct, amend or opt-out of the processing of personal information in accordance with applicable laws, regulations and Robin policies.

(i)   Robin shall ensure that any subcontractors that act on its behalf to provide the SaaS Services agree to process and protect personal information in accordance with standards consistent with those set forth in this Section 6.2.

(j)   If Robin determines that it no longer can provide protection for personal information in accordance with these standards, Robin shall promptly notify Customer and either terminate processing such information or establish measures to provide appropriate protection for the data in accordance with applicable laws and regulatory requirements. Robin shall cooperate with Customer to mitigate any risks to the Customer or Customer Users whose personal information may be affected.

(k)   Upon termination or non-renewal of this Agreement, Robin shall cooperate with Customer to either destroy all personal information collected by Robin pursuant to this Agreement or return the personal information to Customer, or, if either of the foregoing is not feasible, Robin shall extend the protections of this Agreement to such personal information for as long as it is retained by Robin.

6.3   Excluded Data. Customer agrees that neither Customer nor any of its Customer Users, employees or agents will provide any of the following (in any format) to Robin or upload any of the following (in any format) in using SaaS Services: any personal health information; biometric information; social security numbers; government identification numbers; credit report information, debit or credit or payment card information; bank or other financial account information or other financial or credit data; any information defined as "sensitive" data under applicable privacy and data protection laws; or any other information or data subject to privacy or data protection laws that Customer (or the Customer User, employee or agent) is not legally permitted to provide, or has not obtained valid consent to provide, to Robin or to upload in using the SaaS Services (collectively, "Excluded Data"). Notwithstanding anything to the contrary in this Agreement, except to the extent required by applicable law that cannot be waived, Robin shall have no obligation or liability under this Agreement or otherwise with respect to Excluded Data.

6.4   Confidentiality. Each party shall retain in confidence all non-public information and know-how disclosed pursuant to this Agreement, whether oral or in writing, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential, including, but not limited to, the terms of this Agreement ("Confidential Information"), using at least the same standard of care used by it to protect its own confidential information (but in no event less than a reasonable standard of care), *provided* that each party may disclose the terms and conditions of this Agreement to legal and financial consultants, as well as potential acquirers, investors, and financing sources, who agree to be bound by the terms of this confidentiality section. Neither party may use the Confidential Information of the other party except as necessary or appropriate in the performance of this Agreement or as otherwise expressly provided in this Agreement, including Section 6. For the avoidance of doubt, Customer Confidential Information shall include Customer Data subject to the license granted pursuant to Section 6, but the term Confidential Information expressly excludes Excluded Data.

6.5   Exclusions. The parties' obligations of non-disclosure and limited use under this Agreement shall not apply to Confidential Information which the receiving party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to disclosure by the disclosing party; (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information; (iv) is independently developed by the receiving party without reference to or use of Confidential Information; or (v) is required to be disclosed by law (but only to the extent of such required disclosure) provided that a receiving party will, to the extent legally permissible, give the disclosing party advance written notice of such disclosure so that the disclosing party may seek a protective order or other appropriate remedy at such disclosing party's expense.

7   Representations, Warranties and Disclaimer.

7.1   Mutual Representations and Warranties. Each party represents and warrants that (i) it has full corporate or other authority to enter into this Agreement and to perform its obligations hereunder and (ii) when executed and delivered by such party,

this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2   Warranty of Compliance with Laws. Robin warrants that it will perform the SaaS Services in material compliance with all federal, state and local laws, statutes, regulations and ordinances applicable to its performance of them.

7.3   Performance Warranty. Robin warrants that the SaaS Services will function in material conformance with the applicable documentation, which can be found at https://support.robinpowered.com/hc/en-us, as of the Effective Date, regardless of any subsequent changes to the SaaS Services. If Customer believes Robin has breached this warranty, Customer may give Robin written notice thereof, in which case Robin will either remedy the problem or terminate the Agreement and give Customer a refund of any prepaid fees for the period during which the SaaS Service was not in compliance with such warranties and for the remainder of the then-current Term. The foregoing constitutes Robin's sole obligation, and Customer's sole remedy, for any breach such warranties.

7.4   **Disclaimer. Except as expressly stated in this Agreement, Robin disclaims any and all representations and warranties, express or implied, by operation of law or otherwise, regarding or relating to the SaaS Services and any other products or services delivered under this Agreement. Robin specifically disclaims all implied warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose (irrespective of any previous course of dealing between the parties or custom or usage of trade), non-infringement, or that the SaaS Services will be uninterrupted or error free. Without limiting the foregoing, Robin is not responsible for any third-party content, information, web sites, software, services or other materials of third parties with which Customer or Customer Users may interact in connection with use of the SaaS Services ("Non-Robin Services"), and Robin shall have no liability whatsoever arising from or related to Customer's or Customer Users' use of Non-Robin Services.**

8   Indemnification.

8.1   By Robin. Robin will indemnify, defend and hold harmless Customer from all losses, costs and

expenses (collectively "Damages") required to be paid by Customer to an unaffiliated third party as a result of any claim, demand, suit or action (each a "Claim") by such unaffiliated third party alleging that Customer's use of the SaaS Services infringes the intellectual property rights of such third party (except that Robin will have no indemnification obligation with respect to any infringement arising from the combination of the SaaS Service with other products or services not provided by Robin; or resulting from Customer Data, Customer Confidential Information or Excluded Data). If the SaaS Services are, or in Robin's determination are likely to be, subject to any such Claim regarding intellectual property rights, or if Customer's or any Customer User's use of the SaaS Services is enjoined or threatened to be enjoined, Robin may, at its option (a) obtain the right for Customer or such Customer User(s) to continue to use the SaaS Services materially as contemplated by this Agreement, (b) modify or replace the SaaS Services so as to make them non-infringing, or (c) if neither (a) nor (b) is commercially feasible, terminate this Agreement with respect to all or the affected part of the SaaS Services, in which event Customer shall immediately cease use of the SaaS Services or affected part thereof and shall be entitled to a pro rata refund of the SaaS Fee attributable to the portion of the then-current Initial Term or Renewal Term, as applicable, remaining immediately prior to such termination. This Section 8.1 constitutes Robin's only obligation and liability, and Customer's exclusive remedy, for actual or alleged infringement of the intellectual property rights of third parties.

8.2   By Customer. Except to the extent attributable to any breach by Robin of its obligations under Section 7, Customer will indemnify, defend and hold harmless Robin from all Damages required to be paid by Robin as a result of any Claim that arises out of any Customer Data or Excluded Data, including any processing thereof by or on behalf of Robin if processed in accordance with the terms of this Agreement or Customer's instructions.

8.3   Procedures. If either party intends to claim indemnification hereunder with respect to Damages arising from a Claim, then such party (the "Indemnified Party") shall promptly notify the other party (the "Indemnifying Party") of such Claim after the Indemnified Party becomes aware thereof, and the Indemnifying Party shall assume the defense of such Claim and shall have the sole right to control the

defense and settlement of such Claim. The Indemnifying Party shall have no obligation to indemnify the Indemnified Party for any amounts paid in settlement of any claim, loss, damage or expense if such settlement is effected without the consent of the Indemnifying Party. The Indemnified Party's failure to deliver prompt written notice to the Indemnifying Party after becoming aware of such Claim shall relieve the Indemnifying Party of any liability under this Section 8. The Indemnified party shall cooperate fully with Indemnifying Party and its legal representatives in the investigation and defense of any matter covered by this indemnification.

9   Limitation of Liability.

9.1   **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF REVENUE, LOST PROFITS, DIMINUTION OF VALUE OR LOSS OF GOODWILL OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN TORT, BREACH OF CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING EXCLUSION DOES NOT APPLY, HOWEVER, TO DAMAGES AND LOSSES ARISING FROM OR IN CONNECTION WITH THE PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

9.2   **THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE HIGHEST AGGREGATE AMOUNT OF SAAS FEES PAID BY CUSTOMER TO ROBIN HEREUNDER DURING ANY 12 MONTH PERIOD DURING THE TERM. THE FOREGOING LIMITATION DOES NOT APPLY, HOWEVER, TO DAMAGES AND LOSSES ARISING FROM OR IN CONNECTION WITH THE CUSTOMER'S FAILURE TO PAY ANY AMOUNTS OWED HEREUNDER, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, OR FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.**

10 Miscellaneous.

10.1 <u>Assignment</u>. Neither party shall assign, delegate, or transfer any of its obligations, responsibilities, rights or interests under this Agreement without the written consent of the other party, except to a successor in a merger or a sale of all or substantially all of such party's assets or business or in connection with a corporate reorganization (provided that, in the case of such an assignment, delegation, or transfer by Customer, (i) Robin's obligations are not thereby increased, (ii) the successor has adequate resources to perform the assigned, delegated, or transferred obligations, and (iii) the successor is not at the time of assignment, delegation or transfer a Robin customer)). Any assignment, delegation, or transfer by either party in violation of this subsection shall be void and without force or effect.

10.2 <u>Force Majeure</u>. In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control, including scheduled or unscheduled maintenance or repair, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster the party who has been so affected shall promptly give written notice to the other party and shall use commercially reasonable efforts to resume performance. Upon receipt of such written notice, all obligations under this Agreement that cannot be performed because of such event or circumstance shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

10.3 <u>Written Notices</u>. Unless expressly stated otherwise herein, any written notice, demand, request or delivery required or permitted to be given by a party pursuant to the terms of this Agreement shall be in writing and shall be (i) delivered personally, or (ii) sent by overnight courier, in each case addressed to the party at such party's address as set forth on the Order Form or as subsequently modified by the receiving party pursuant to written notice. Written notices are effective when actually delivered on a business day at the applicable physical address (and will be effective on the next business day when delivered on a day other than a business day).

10.4 <u>Governing Law</u>. All questions concerning the validity, operation, interpretation, and construction of the Agreement will be governed by and determined in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to its conflicts of law provisions. This Agreement is a contract for the provision of services and not a contract for the sale of goods. The provisions of the Uniform Commercial Code, the Uniform Computer Information Transaction Act, or any substantially similar legislation shall not apply to this Agreement. Customer and Robin agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of this Agreement.

10.5 <u>Arbitration</u>. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Boston, Massachusetts before one arbitrator. Either Robin or Customer may commence the arbitration process called for in this Section by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules or pursuant to JAMS' Streamlined Arbitration Rules and Procedures, each as in effect at the time of filing of the demand for arbitration. Each party will cooperate with JAMS and with the other party in selecting an arbitrator from JAMS's panel of neutrals, and in scheduling the arbitration proceedings. Each of Customer and Robin agrees that it will participate in the arbitration in good faith. The costs of the proceedings (including attorneys' fees and costs on a full indemnity basis or otherwise) shall be borne in the manner determined by the arbitrator. The provisions of this Section may be enforced by any court of competent jurisdiction. In the event of any procedural matter not covered by the relevant JAMS rules, the procedural law of the Commonwealth of Massachusetts shall govern. The parties acknowledge and agree that their obligations under this arbitration provision survive and will continue to bind them after the end of the Term. Judgment on the arbitration award may be entered in any court having jurisdiction.

This Section won't preclude either party from seeking equitable relief or provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the arbitration award, including the hearings and filings, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy or unless otherwise required by law or judicial decision.

10.6   Irreparable Damage; Injunctive Relief. Each of Customer and Robin acknowledges that a violation of certain provisions of this Agreement by one party will result in substantial and irreparable damage to the other party for which the other party will not have an adequate remedy at law and for which money damages would not be a sufficient remedy, and each party agrees that, in addition to all other remedies, in the event of any breach or alleged or threatened breach by a party of any of the provisions of this Agreement, the other party will be entitled to equitable relief by any court of competent jurisdiction, including injunction and specific performance, in each case without being required to prove irreparable harm or damages, post a bond or otherwise provide security. The rights provided under this Section shall be in addition to, and not in lieu of, any other rights and remedies available to the parties at law or in equity.

10.7   Waiver of Compliance. Neither party shall by mere lapse of time, without giving written notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as or constitute a continuing waiver of such breach or of other breaches of the same or other provisions of this Agreement.

10.8   Remedies. Except as expressly stated otherwise herein, each party's rights and remedies provided for in this Agreement shall be cumulative, exercisable concurrently or separately, and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

10.9   Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10.10   Relationship of the Parties. Robin and Customer are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, agency, representative or employment relationship between Robin and Customer. There are no third-party beneficiaries under this Agreement.

10.11   Saving Clause. This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement, and the prohibited or invalid provision shall be deemed reformed to the extent necessary to be effective and valid under applicable law.

10.12   Entire Agreement. The parties acknowledge that this Agreement, including any Schedules attached hereto and any Order executed hereunder, together with the Acceptable Use Requirements, constitutes the complete and exclusive agreement respecting the subject matter hereto and supersedes and renders null and void any and all agreements and proposals (oral or written), understandings, representations, conditions and other communications between the parties relating hereto. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and is signed by Customer and Robin.

10.13   Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.