

Terms of Service and License Agreement

Effective as of February 16, 2020

Together with its subsidiaries and other affiliates, Motion, Inc., a Delaware corporation (“Motion”), makes available the “Site” (websites including, without limitation, www.inmotion.app and all sub-domains), “Software” (software and mobile applications), and “Services” (including, without limitation, web browsing interventions, browsing time reminders, saved tasks, web usage reports) to help people browse the Internet with fewer distractions. Access to and use of Motion’s existing Site, Software and Services, as well as any future Sites, Software or Services provided by Motion are governed by this Terms of Service and License Agreement (this “Agreement”).

If you are an individual subscriber, or are accessing the Site to use a Trial (as defined below) of the Services or Software, or are otherwise browsing the Site, this Agreement is between you, individually, and Motion.

If you are an employee, faculty member or student of a university, school or other entity or organization that has subscribed to the Services and Software (an “Enterprise Subscriber”), you are an “Authorized User” of your Enterprise Subscriber and (i) you represent that you have your Enterprise Subscriber’s permission and authority to use the Site, Services, Software and your Enterprise Subscriber’s “User Content” (as defined below) subject to this Agreement, (ii) this Agreement is an agreement between you, individually, and Motion, and (iii) your Enterprise Subscriber is jointly responsible for your use of the Site, Services and Software.

If you are entering into this Agreement on behalf of an Enterprise Subscriber, you represent that you have the authority to bind the Enterprise Subscriber to this Agreement, in which case references to “you” in this Agreement shall mean the Enterprise Subscriber. If you do not have such authority, you must not accept this Agreement and may not use the Site, Software or Services.

Licenses

If you are an individual subscriber: In consideration for your acceptance of this Agreement and your payment of all applicable Fees (as defined below), Motion grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and use the Site, the Services and the Software solely for your own personal purposes.

If you are an Enterprise Subscriber: In consideration for your agreement to this Agreement and your payment of all applicable Fees (as defined below), Motion grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and make use of the Site, the Services and the Software solely for your internal business purposes. In addition, you may permit such number of Authorized Users as has been agreed between you and Motion to access and make use of the Site, Services and Software.

If you are an Authorized User: In consideration for your agreement to this Agreement and your Enterprise Subscriber’s payment of all applicable Fees (as defined below), Motion grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, revocable license to access and make

use of the Site, the Services and the Software solely for the internal business purposes of your Enterprise Subscriber.

You may access and use the Site, Services and Software only in accordance with any instruction manuals, user guides and other documentation as made available by Motion from time to time (“Documentation”).

If you are an Enterprise Subscriber, this restriction applies to each of your Authorized Users individually, not to your overall use of the Site, Services and Software.

In addition, you may not:

- a.** copy, modify or create derivative works based on the Site, Services, Software or Documentation, or any portion(s) of any of the foregoing (individually and collectively, “Motion IP”);
- b.** distribute, transmit, publish or otherwise disseminate any Motion IP;
- c.** download or store any Motion IP except to the extent explicitly permitted on the Site;
- d.** transfer to any third party any of your rights under this Agreement (except to the extent that an Enterprise Subscriber may permit such number of Authorized Users as has been agreed between the Enterprise Subscriber and Motion to access and make use of the Site, Services and Software);
- e.** access or use the Services, Software or Motion IP for the benefit of any third party (except to the extent that Authorized Users may access and make use of the Site, the Services and the Software solely for the internal business purposes of their Enterprise Subscriber);

f. access content or data not intended for you, log onto a server or account that you are not authorized to access, or otherwise violate or attempt to violate any security or authentication feature or measures of the Site, Software or Services;

g. attempt to access or derive the source code or architecture of any Software;

h. attempt to probe, scan or test the vulnerability of the Site, Services and/or Software, or any associated system or network, or to breach any security or authentication feature or measures of the Site, Software or Services (except with Motion's express permission in connection with your participation in one of Motion's security testing programs), and if you are blocked by Motion from accessing the Site, Software or Services (including by blocking your IP address), you will not implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address);

i. interfere or attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting malicious software or computer code ("Malicious Code") to the Site or Services, load testing, overloading, "flooding," "spamming," "mail bombing," "crashing,";

j. email or otherwise transmit any content that (i) infringes any intellectual property or other proprietary rights of any party; (ii) you do not have a right to upload under any law or under contractual or fiduciary relationships; (iii) contains any Malicious Code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (iv) poses or creates a privacy or security

risk to any person or entity; (v) constitutes unsolicited or unauthorized materials; or (vi) is otherwise objectionable;

k. automate access to the Site or the Services, including, without limitation, through the use of APIs, bots, scrapers or other similar devices;

l. export or re-export any Motion IP;

m. use or access any Services, Software or Motion IP in order to build a competitive product, service or solution;

n. violate any applicable law or regulations in connection with your use of the Site, Services or Software;

o. impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity, including, without limitation, an Enterprise Subscriber; or

p. permit any third party to do any of the foregoing.

Motion may offer certain Software, including certain interfaces, for download from the Site ("Ancillary Software"). Subject to the other terms and conditions of this Agreement, you may install and use Ancillary Software on computers owned, leased or otherwise controlled by you, solely in conjunction with your authorized use of the Services. Upon expiration or termination of this Agreement for any reason, you shall cease any further use of the Ancillary Software and shall promptly destroy all copies thereof in your possession.

Certain Services or Software (including Ancillary Software) may be subject to additional limitations, restrictions, terms and/or conditions specific to such Services or Software ("Specific Terms"). In such cases, the applicable

Specific Terms will be made available to you and your access to and use of the relevant Services or Software will be contingent upon your acceptance of and compliance with such Specific Terms.

Certain Services or Software (including Ancillary Software) may contain or otherwise make use of software, code or related materials from third parties, including “open source” or “freeware” software (“Third Party Components”). Certain Third Party Components may be subject to separate license terms that accompany such Third Party Components that, to the extent they conflict with the terms of this Agreement, supersede the terms of this Agreement. If required by any license for a particular Third Party Component, Motion makes the source code of such Third Party Component, and any of Motion’s modifications to such Third Party Component, as required, available upon written request to Motion.

Registration and security

By completing the registration process for any given Services, you are agreeing to subscribe to the selected Services, subject to the terms and conditions of this Agreement. You agree to provide Motion with accurate and complete registration information and to promptly notify Motion in the event of any changes to any such information.

You shall be solely responsible for the security and proper use of all user IDs, passwords or other security devices used in connection with the Site and/or the Services, and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed

to or used by any other person or entity. You shall immediately inform Motion if there is any reason to believe that a user ID, password or any other security device issued by Motion has or is likely to become known to someone not authorized to use it, or is being or is likely to be used in an unauthorized way. Motion reserves the right (at its sole discretion) to request that you change your password(s) in connection with the Services, and you shall promptly comply with any such request.

You are solely responsible for all activity in connection with access to the Site and/or Services through your account or using your password, and for the security of your computer systems, and in no event shall Motion be liable for any loss or damages relating to such activity.

Enterprise Subscriber responsibility for Authorized Users

Enterprise Subscribers shall ensure that the total number of Authorized Users does not exceed the maximum number of seats authorized by and purchased from Motion (each of which seats represents a unique (named) Authorized User). Enterprise Subscribers may assign different Authorized Users to the seats authorized by and purchased from Motion, so long as the total number of Authorized Users at any time does not exceed the maximum number of seats authorized by and purchased from Motion, but Authorized Users may not transfer (including by way of sublicense, lease, assignment or other transfer, including by operation of law) their seat, user name or right to use the Site, Services or Software to any third party. You, the Enterprise

Subscriber, and your Authorized Users are jointly responsible for your Authorized Users' use of the Site, Services and Software. You are also responsible for ensuring that all of your Authorized Users comply with all of the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by any of your Authorized Users shall be deemed to be a violation thereof by you.

Fees, payment, and trial memberships

If you have registered to use certain Services and/or Software on a trial basis, then you may use such Services and Software only for noncommercial evaluation purposes during the applicable trial period.

Your access to or use of the Services and/or Software shall be contingent upon your payment of all applicable fees as described on the Site or Software at the time ("Fees"); unless you are an Authorized User, in which case your access to or use of the Services and/or Software shall be contingent upon your Enterprise Subscriber's payment of the Fees.

Upon registering for Services, unless you are an Authorized User, you will be required to designate a valid payment method. You hereby authorize Motion to charge to your designated account all Fees relating to the Services you select, and you agree to pay all such Fees in accordance with the applicable payment method terms and conditions.

Motion reserves the right to revise its Fees, including by increasing or adding new Fees, at any time on ten (10) days' notice. Such notice may be sent

to you by email to your most recently provided email address or posted on the Site or by any other manner chosen by Motion in its commercially reasonable discretion. You will be deemed to have received any such notice that is posted on the Site on the day it was posted. Your use of the Services after the ten (10) day notice period constitutes your acceptance of the new or revised Fees. If you do not agree to the revised Fees, you may cancel your subscription by following the “View cancellation instructions” link below.

Continuous membership

To ensure uninterrupted service, all subscriptions to the Site, Software and Services are renewed automatically. You hereby authorize Motion to charge subscription Fees for the renewal period to the payment method on file. All subscriptions are renewed at the subscription level(s) and Fees in effect at the time the then-current subscription term ends. You may cancel the subscription at any time by following the “View cancellation instructions” link below.

Free trial

Motion may offer a free trial membership from time to time with regard to certain Software or Services (a “Trial”). By accessing or using the Site, Services or Software, you agree to the terms of any such Trial and further agree to any changes Motion may make to such Trial as described in “Changes to Services or Terms” below. If you cancel the Services before the end of the trial period, all your rights to any remaining free trial period will be waived (unless you started your Trial via our iOS app, in which case your trial will continue until the end of the trial period), and you will not be eligible

to participate in any further Trials, except as allowed by Motion in its sole discretion.

Termination and refund policy

This Agreement shall continue until you cancel your subscription or until terminated by Motion. You may cancel your subscription at any time, although only an authorized representative of an Enterprise Subscriber may cancel the Enterprise Subscriber's account. If you cancel after your subscription renewal date, you will not receive a refund for any amounts that have been charged. Your cancellation will be effective at the end of your then-current subscription period, subject to applicable law, and you may use the Services until your cancellation is effective (unless your access is suspended or terminated as set forth below).

Motion may deny you access to all or any part of the Services or terminate your account with or without prior notice if you engage in any conduct or activities that Motion determines, in its sole discretion, violate this Agreement or the rights of Motion or any third party, or is otherwise inappropriate. Without limitation, Motion may deny you access to the Services, or terminate this Agreement and your account, if your use of the Services exceeds the 30-day and 24-hour use limitations set forth under the section titled "License."

If you are an Authorized User of an Enterprise Subscriber, and this Agreement or the applicable agreement for Services and Software is terminated in relation to such Enterprise Subscriber, or if you otherwise lose

access to the Services and Software via your Enterprise Subscriber (e.g., if you graduate from that Enterprise Subscriber or are no longer employed by that Enterprise Subscriber), Motion may elect in its discretion to (a) terminate your account or (b) downgrade your account to an individual subscriber account, at which point you agree that your use of the Services and Software will be as an individual subscriber in accordance with the terms of this Agreement (which Agreement at that point will be solely between you and Motion).

If you are an Authorized User of an Enterprise Subscriber, your Enterprise Subscriber may elect in its discretion and at any time to revoke your Authorized User status and (a) terminate your account or (b) downgrade your account to an individual subscriber account, at which point you agree that your use of the Services and Software will be as an individual subscriber in accordance with the terms of this Agreement (which Agreement at that point will be solely between you and Motion).

Upon termination of your account(s) for any reason, your right to use the Services and Software and to access the Site and any of its content will immediately cease and all content in your account(s) will be deleted. All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

Except as may be expressly set forth herein, all Fees paid or accrued in connection with any Services are non-refundable, and Motion will not prorate any Fees paid for a subscription that is terminated before the end of its term.

Termination of Agreement with Enterprise Subscriber

This section titled "Termination of Agreement with Enterprise Subscriber" applies only to Enterprise Subscribers.

Either Motion or you may terminate this Agreement by notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the breach from the non-defaulting party. In addition, Motion may suspend the Services upon notice if you fail to make any payment when due and fail to cure such breach within ten (10) days after receipt of notice of the breach from Motion. Any such suspension or termination shall be without limitation of any other right or remedy available to the terminating party.

Motion may terminate this Agreement for convenience upon sixty (60) days' prior written notice without liability to you. Following a termination pursuant to the foregoing sentence, Motion shall refund the pro rata portion of any Fees relating to the remaining term, as applicable.

Either Motion or you may terminate this Agreement immediately upon notice to the other party if the other party has a receiver or similar party appointed for all or substantially all of its property, is declared insolvent by a court of competent jurisdiction, ceases to do business in the ordinary course, files a petition in bankruptcy or has a petition filed against it in bankruptcy, becomes the subject of any court or administrative proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors.

If this Agreement is terminated or otherwise expires for any reason, you shall promptly return to Motion or destroy, as directed by Motion, all Confidential Information, Software and other materials in your possession or under your control belonging to Motion, and all rights and licenses granted by Motion pursuant to this Agreement shall terminate. Upon the expiration or termination of this Agreement, your right to use the Services and Software and to access the Site and any of its content will immediately cease and Motion may elect in its discretion to (a) terminate your Authorized Users' accounts or (b) downgrade your Authorized Users' accounts to individual subscriber accounts.

All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

Access to Services

You are responsible for obtaining and maintaining any equipment and ancillary services needed to connect to or access the Site or otherwise use the Services, including, without limitation, modems, hardware, software, internet service and telecommunications capacity. You shall be solely responsible for ensuring that such equipment and ancillary services are compatible with the Services and Software.

User Content

You are solely responsible for all text, documents or other content or information entered or otherwise transmitted by you in connection with your use of the Services and/or Software (“User Content”). User Content includes, among other things, any mistakes contained in the content or information transmitted by you. Motion has no obligation to monitor any User Content and shall have no liability to you or any other person or entity with respect thereto, including, without limitation, liability with respect to any information (including your confidential information) contained in or apparent from any User Content. You warrant, represent and covenant that you own or have a valid and enforceable license to use all User Content, and that no User Content infringes, misappropriates or violates the rights (including, without limitation, any copyrights or other intellectual property rights) of any person or entity or any applicable law, rule or regulation of any government authority of competent jurisdiction. Motion is not responsible for the loss, corruption or other changes to User Content. Without limiting the foregoing, any feature(s) of the Services and/or Software that may permit you to temporarily save or otherwise store User Content is offered for your convenience only and Motion does not guarantee that the User Content will be retrievable. You are solely responsible for saving, storing and otherwise maintaining User Content including by maintaining backup copies of your User Content on appropriate independent systems that do not rely on the Services and/or Software.

You retain all right, title, and interest in and to your User Content.

By uploading or entering any User Content, you give Motion (and those

it works with) a nonexclusive, worldwide, royalty-free and fully-paid, transferable and sublicensable, perpetual, and irrevocable license to copy, store and use your User Content (and, if you are an Authorized User, your Enterprise Subscriber's User Content) in connection with the provision of the Software and the Services and to improve the algorithms underlying the Software and the Services.

Changes to Services or Terms

Motion reserves the right at any time to (i) change any information, specifications, features or functions of the Site, Services or Software, including any Trial, (ii) suspend or discontinue, temporarily or permanently, any or all of the Services or any Trial, including the availability of any feature, database or content, or (iii) impose limits on certain features and Services or restrict access to parts or all of the Services, including any Trial, in each case with or without prior notice and without any liability to you or any third party. Motion will use its commercially reasonable efforts to notify you of changes to the Services and/or Software that, in Motion's reasonable opinion, have the effect of materially and adversely diminishing the functionality of the Services to which you have subscribed.

Motion may from time to time update or revise this Agreement. If Motion updates or revises this Agreement, Motion will notify you either by email to your most recently provided email address, by posting the updated or revised Terms of Service and End User License Agreement on the Site or by any other manner chosen by Motion in its commercially reasonable

discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with this Agreement as updated or revised. It is your responsibility to review the Terms of Service and End User License Agreement periodically.

If you cancel your subscription within ten (10) days following such notice by Motion in accordance with the two preceding paragraphs, then Motion will refund you a pro-rated portion of any pre-paid Fees for the affected Services applicable to the cancelled portion of the pre-paid subscription term, if any.

Links to third party sites

Any links on the Site to third party websites are provided for your convenience only. If you choose to access third party websites or obtain products or services from third parties, you do so entirely at your own risk and such access is between you and such third party. Motion does not warrant or make any representation regarding the legality, accuracy or authenticity of content presented by such websites or any products or services offered by third parties and shall have no liability for any loss or damages arising from the access or use of such websites, products or services.

Consent to receive email

For users located outside of the European Economic Area (EEA):

Your registration to use the Site and/or Services constitutes your consent to receive email communications from Motion, including messages regarding customer service issues and other matters. You may opt not to receive email correspondence, other than technical notifications and email regarding issues related to your account and your use of the Site and Services, at any time by following the link included in the email messages.

For users located in the European Economic Area (EEA):

We only send marketing communications to users located in the European Economic Area (EEA) with your prior consent, and you may withdraw your consent at any time by clicking the “unsubscribe” link found within Motion emails and changing your contact preferences. Please note you will continue to receive transactional messages related to our Services, even if you unsubscribe from marketing emails.

Data collection and privacy

Motion does not collect personally identifiable information from you except to the extent you have explicitly given such information to Motion. Motion’s information practices are further described in its privacy policy, which is available at: static.inmotion.app/privacy.pdf (the “Privacy Policy”). The Privacy Policy is an integral part of this Agreement and is expressly

incorporated by reference, and by entering into this Agreement you agree to (i) all of the terms of the Privacy Policy, and (ii) Motion's use of data as described in the Privacy Policy is not an actionable breach of your privacy or publicity rights.

Motion may from time to time update or revise the Privacy Policy. If Motion updates or revises the Privacy Policy, Motion will notify you either by email to your most recently provided email address, by posting the updated or revised Privacy Policy on the Site or by any other manner chosen by Motion in its commercially reasonable discretion. Your use of the Site, Services or Software following any such update or revision constitutes your agreement to be bound by and comply with the Privacy Policy as updated or revised.

In addition, Motion may engage third parties to conduct risk control and fraud detection/prevention activities. As part of such engagements, if you initiate a transaction on the Site or through the Services, Motion may give such third parties access to your pertinent credit card and other personal information. Such third parties may only use such personal information for purposes of performing risk control and fraud detection/prevention activities for us. However, they may also convert such personal information into hashed or encoded representations of such information to be used for statistical and/or fraud prevention purposes. By initiating any such transaction, you hereby consent to the foregoing disclosure and use of your information.

Ownership

All intellectual property rights in and to the User Content are and shall remain your property, and Motion shall acquire no right of ownership with respect to your User Content.

All intellectual property rights in and to the Software, Site and Services and other Motion IP are and shall remain the sole property of Motion and its affiliates and licensors, as applicable, and you shall acquire no right of ownership or use with respect to any Software or other Motion IP except as specified in this Agreement. Without limiting the foregoing, you acknowledge that the Software and the Service and the inventions, know-how and methodology embodied therein are proprietary to, and contain valuable trade secrets of, Motion and its affiliates and licensors, as applicable, and that the Software constitutes Confidential Information of Motion. You may from time to time provide Motion with suggestions, comments, recommendations, improvements, solutions, bug fixes, features, concepts, techniques, ideas, know-how and/or any feedback regarding the Services, the Software, the Site and/or any of Motion's related technologies ("Feedback"). Any and all Feedback is and shall be given entirely voluntarily. As between the you, Motion and, if applicable, your Enterprise Subscriber, all Feedback shall be exclusively owned by Motion, and you hereby make all assignments necessary to accomplish the foregoing ownership, and as a result Motion shall be freely entitled to reproduce, prepare derivative works, disclose to third parties, display and perform (publicly or otherwise), sell, lease, license, distribute and otherwise use and exploit any and all such Feedback as it deems appropriate, at its sole discretion, without obligation or liability of any

kind to you, your Enterprise Subscriber (if applicable) or any other person or entity.

Indemnity

You shall indemnify, release and hold harmless Motion and its parents, subsidiaries, affiliates, licensors and suppliers, and each of their respective officers, directors, employees and agents, from and against any loss, liability (including settlements, judgments, fines and penalties) and costs (including reasonable attorney fees, court costs and other litigation expenses) relating to any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services or Software, violation of this Agreement, or infringement of any intellectual property or other right of any person or entity. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Warranty disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MOTION, ITS LICENSORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED,

REGARDING THE SITE, SERVICES, AND SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, OR REGARDING SECURITY, QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE. YOU AGREE THAT YOUR USE OF THE SITE, SERVICES AND SOFTWARE ARE AT YOUR OWN SOLE RISK AND THAT THE SITE, SERVICES AND ANY SOFTWARE ARE PROVIDED ON AN "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, MOTION AND ITS LICENSORS AND ITS SUPPLIERS DO NOT WARRANT THAT THE OPERATION OF THE SITE, SERVICES AND/OR SOFTWARE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of liability

IN NO EVENT SHALL MOTION BE LIABLE WITH RESPECT TO THE SITE, SERVICES AND/ OR SOFTWARE FOR (I) ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES YOU HAVE ACTUALLY PAID TO MOTION DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT(S) GIVING RISE TO SUCH LIABILITY; (II) ANY LOST PROFITS, LOST OR DAMAGED USER CONTENT OR OTHER DATA, OR FAILURE TO MEET ANY DUTY, INCLUDING WITHOUT LIMITATION GOOD FAITH AND REASONABLE CARE; OR (III) ANY INDIRECT,

INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN MOTION AND YOU. YOU UNDERSTAND THAT THE SITE, SERVICES AND SOFTWARE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

CERTAIN STATES DO NOT ALLOW THE LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "WARRANTY DISCLAIMERS" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

General provisions

These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflicts of laws provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall

be finally settled in San Francisco County, California, in English, in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with such Rules.

Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing obligation to arbitrate disputes, each party shall have the right to pursue injunctive or other equitable relief at any time, from any court of competent jurisdiction.

For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California. Any arbitration under these Terms will take place on an individual basis: class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS, YOU AND MOTION ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

This Agreement and the rights and obligations herein are personal to you, and you may not assign or otherwise transfer this Agreement or any of your rights or obligations hereunder, by operation of law or otherwise, without the prior written consent of Motion. Motion may freely assign this Agreement, including, without limitation, in connection with a merger, acquisition, bankruptcy, reorganization, or sale of some or all of our assets or stock.

If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent

jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or provisions that comes closest to the intent of the parties underlying the invalid, illegal or unenforceable provision(s).

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

If Motion is unable to perform any obligation under this Agreement because of any matter beyond its reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of Motion), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks or other events beyond Motion's reasonable control (each, a "Force Majeure Event"), Motion will have no liability to you for such failure to perform; provided, however, that Motion shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event. If any Force Majeure Event continues for more than sixty (60) days, either Motion or you may terminate this Agreement by delivery of written notice to the other party. You will remain responsible for all Fees incurred through the last day the Services were available.

If you and Motion have executed a separate Subscription Agreement applicable to your access to and use of the Site, Services and/or Software, then the terms and conditions of such Subscription Agreement shall prevail to the extent of any conflict with the terms and conditions of this Agreement. In all other cases, this Agreement constitutes the entire agreement between Motion and you with respect to its subject matter, and supersedes all prior communications and proposals, whether electronic, oral or written, between Motion and you. No waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party.

Notice for California users

Under California Civil Code Section 1789.3, users of the Site, Software or Services from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210. You may contact Motion at:

If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@inmotion.app.