

TERMS OF SERVICE

These Terms of Service (the “**Terms**”) are a legal agreement between Los Trigos, Inc. d.b.a. The Receptionist, a Delaware corporation (“**The Receptionist**”, “**we**”, “**our**”, or “**us**”) and the third party for whom you are acting as the User of the System and the Service (as defined in these Terms) and govern your access to and use of the System and the Services, including The Receptionist’s visitor management software.

You represent that you are an employee or agent of the third party for whom you are acting as the User of the System and Services and are entering into these Terms for use of the System and Services by such third party in accordance with these Terms. You represent and warrant that you have sufficient right to bind such third party to these Terms. Accordingly, all references to “you” and “your” in these Terms shall be references to such third party. If you do not have such authority, you must not accept these Terms and may not use the System or Services.

BY CLICKING GET STARTED, I AGREE, OR BY OTHERWISE ACCESSING THE SYSTEM OR USING ANY OF THE SERVICES YOU AGREE TO BE BOUND BY THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT YOUR SUBMISSION OF THE CREDIT CARD PAYMENT FORM SERVES AS YOUR AGREEMENT TO THESE TERMS.

In the case of inconsistencies between these Terms and information included in any other materials related to the System or the Services (e.g., promotional materials and mailers), these Terms will always govern and take precedence.

1. DEFINITIONS.

1.1 “**Affiliate**” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “**Content**” means any content and information provided on, by or through the System or as part of or in connection with the Services, which may include but is not limited to Customer Data, text, software, images, audio and video clips, links and references.

1.3 “**Customer Content**” means Content that is owned by your or any of your third party licensors, and includes any reports produced by the System with respect thereto.

1.4 “**Customer Data**” means the data supplied by you to The Receptionist that you enter into the System or that The Receptionist enters into the System on your behalf.

1.5 “**Documentation**” means any user materials, instructions, specifications and other documentation made available by The Receptionist to you for the Services.

1.6 “**Hardware**” means any electronic tablets, stands, printers, connectors, and any other hardware, parts, components, and accessories purchased by you from The Receptionist.

1.7 “**Order**” means any order setting forth the specific Services and/or Hardware requested by you and agreed to by The Receptionist. Each Order is incorporated by reference into these Terms.

1.8 “**The Receptionist Content**” means Content that is owned by The Receptionist or any of its licensors (excluding Customer Content).

1.9 “**Services**” means System Access, Support Services, and the other services made available on, by or through the System by The Receptionist as described in these Terms.

1.10 “**Software**” means The Receptionist’s proprietary visitor management software made available through remote access via a mobile application or <https://app.thereceptionist.com> or at such other designated URL as The Receptionist may assign from time to time, including any modified, updated, or enhanced versions of such software that may become part of the Software.

1.11 “**Support Services**” means The Receptionist’s customary set up and training services, technical support, and Software maintenance via phone, email, or online chat.

1.12 “**System**” means the Software, The Receptionist’s database, The Receptionist’s website, The Receptionist’s mobile application, and all third party software, hardware and systems accessed or utilized by The Receptionist, in connection with providing access to Software to you under these Terms. System does not include your connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for you and your Users to connect to and obtain System Access or to access or utilize the Services.

1.13 “**System Access**” means access to the System pursuant to these Terms.

1.14 “**Users**” means your employees, independent contractors and other individuals authorized to access and use The Receptionist Services by you.

1.15 “**User Data**” means any User data collected by the System under these Terms.

2. SERVICES AND HARDWARE.

2.1 Provision of Services. Subject to the terms and conditions of these Terms, The Receptionist shall provide the Services to you and your Users.

2.2 Resources. You shall be solely responsible for, at its own expense, acquiring, installing and maintaining all connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for its Users to connect to and obtain System Access. You may purchase Hardware from the Company in accordance with Section 2.3.

2.3 Hardware.

(a) *Supplemental Terms.* Certain Hardware may be subject to third-party contract terms that Customer will not find in these Terms, which may include terms imposed by the original equipment manufacturer (“**OEM**”) of the Hardware (“**Supplemental Terms**”). If such Supplemental Terms exist for the Hardware, Customer agrees to comply with the Supplemental Terms, and as between Customer and the applicable third party, the Supplemental Terms will control and take precedence over this Agreement with respect to the Hardware.

(b) *Shipping and Delivery.* Quoted shipping costs for Hardware are estimates only. The Receptionist does not assume any liability for damages or losses arising in connection with the shipment of Hardware, nor will the carrier be construed to be an agent of The Receptionist, and you must file a claim directly with the carrier. Delivery dates are estimates only. The Receptionist shall use commercially reasonable efforts to avoid, but otherwise shall not be liable for any damages or penalties for, shipment delays. All Hardware is delivered FOB Origin unless otherwise expressly agreed in writing. Risk of loss for all Hardware transfers to you upon The Receptionist’s placement of the Hardware with the carrier.

(c) *Exchanges.* You may exchange any Hardware no later than 42 days after your receipt of the Hardware (the “**Acceptance Period**”) on the condition that you: (i) provide The Receptionist with written notice of such exchange during the Acceptance Period; and (ii) return such Hardware to The Receptionist in good, working condition.

(d) *Title.* Title to Hardware transfers to Customer upon payment in full for such Hardware, subject to any limitations provided in this Agreement.

(e) *No Warranties on Hardware.* You acknowledge that The Receptionist is not the OEM of any Hardware and that the only warranties and technical support offered for the Hardware are those of the OEM, not The Receptionist. **THE HARDWARE IS PROVIDED “AS-IS” WITHOUT WARRANTIES OF ANY KIND, AND, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RECEPTIONIST HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.**

3. GRANT OF RIGHTS.

3.1 Access Rights; Your Use of the System. Subject to the terms and conditions of these Terms, The Receptionist hereby grants to you, during the Term, a non-exclusive, non-sublicensable right to access and use the System for your internal business purposes at the building for which you have paid the applicable Fees (as defined below) in accordance with the Documentation and the terms and conditions of these Terms. System Access is purchased on a building by building basis. The Receptionist and its licensors reserve all rights in and to the System not expressly granted to you under these Terms.

3.2 Restrictions on Use; Excluded Data. You shall not, and shall not permit any third party to, use the System, Software or Documentation except as expressly permitted under these Terms. You shall not (a) reproduce, display, download, modify, create derivative works of or distribute the System, or attempt to reverse engineer, decompile, disassemble or access the source code for the System or any component thereof; (b) use the System, or any component thereof, in the operation of a service bureau to support or process any Content of any party other than you; (c) permit any party, other than the then-currently authorized Users for which you have paid the applicable Fees to independently access the System; (d) use the System at any building for which you have not paid the applicable Fees; (e) tamper with or circumvent the security of the Services or access accounts or data not associated with you; (f) attempt to probe, scan or test

the vulnerability of the Services, breach the security or authentication measures of the Services or attempt to render any part of the Services unusable; (g) use or access the Services to develop a product or service that is competitive with The Receptionist's products or services or otherwise copy any ideas, features, functions or graphics of the Services; or (h) disclose (whether orally or in writing) information or analysis regarding the specifications or performance of the Services (including benchmark tests). Unless otherwise explicitly agreed to in writing by the parties, you shall not upload or transmit to the System any social security numbers, protected health information or credit card information (collectively, "**Excluded Data**"). You acknowledge that: (i) The Receptionist has no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Excluded Data or to otherwise protect the Excluded Data; and (ii) the System is not intended for management or protection of Excluded Data and may not provide adequate or legally required security for Excluded Data. If you upload any Excluded Data to the System in violation of these Terms, The Receptionist may, without limiting any of its other rights and remedies, delete such Excluded Data.

3.3 Users. Under the rights granted to you under these Terms, you may permit independent contractors and employees of its Affiliates to become Users in order to access and use the System in accordance with these Terms; provided that you shall be liable for the acts and omissions of all of your Affiliates and Users to the extent any of such acts or omissions, if performed by you, would constitute a breach of, or otherwise give rise to liability to you under, these Terms. You shall not, and shall not permit any User to, use the System, Software or Documentation except as expressly permitted under these Terms. You shall be fully responsible for Users' compliance with these Terms.

3.4 Free Trial Period.

(a) *Trial Period Access and Use Rights.* If you and your Users are accessing the System free of charge during a Trial Period (as defined below), this Section 3.4 applies and takes precedence over any inconsistent or conflicting terms until the Trial Period terminates. Subject to the terms and conditions of these Terms, The Receptionist grants you, beginning on the Effective Date until the earlier of: (i) 14-days after the Effective Date, (ii) the start date of any purchased subscription to the System, and (iii) either party's termination in accordance with Section 5.3(a) (the "**Trial Period**"), a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the System for its internal business purposes in accordance with the Documentation and the terms and conditions of these Terms. During the Trial Period, access to and use of the System will be free of charge. You may purchase a right to access and use the System by notifying The Receptionist prior to the expiration of the Trial Period and paying the applicable Fees (as defined below) in accordance with these Terms. Upon the purchase of a paid subscription to the System, The Receptionist will grant you a right to access and use the System in accordance with Section 3.1. During the Trial Period, either party may terminate these Terms by providing the other party with written notice of such termination.

(b) *Trial Period Disclaimer and Limitations of Liability.* YOUR USE OF THE SYSTEM AND THE SERVICES DURING THE TRIAL PERIOD IS ENTIRELY AT YOUR OWN RISK. NOTWITHSTANDING SECTIONS 7.1, 8, AND THE CAP ON DAMAGES IN SECTION 9 OF THESE TERMS, DURING THE TRIAL PERIOD, THE SYSTEM AND SERVICES ARE PROVIDED "AS-IS", WITHOUT ANY WARRANTIES OF ANY KIND, AND THE RECEPTIONIST WILL HAVE NO INDEMNIFICATION OR DEFENSE OBLIGATIONS OR LIABILITY OF ANY TYPE WITH RESPECT TO THE SYSTEM, HARDWARE, AND THE SERVICES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE IN NO EVENT WILL THE RECEPTIONIST'S LIABILITY WITH RESPECT TO THE SYSTEM, AND SERVICES PROVIDED DURING THE TRIAL PERIOD EXCEED \$100. EXCEPT AS ALTERED IN THIS SECTION 3.4, ALL OTHER TERMS OF THESE TERMS APPLY AND GOVERN YOUR AND YOUR USERS' USE OF THE SYSTEM AND SERVICES DURING THE TRIAL PERIOD. THE RECEPTIONIST WILL HAVE NO OBLIGATION DURING THE TRIAL PERIOD TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE SYSTEM, HARDWARE, OR TO OTHERWISE SUPPORT OR MAINTAIN THE SYSTEM AND THE HARDWARE.

4. FEES AND PAYMENT TERMS.

4.1 Price. The agreed upon fees for Services and any Hardware purchased will be set forth in the applicable Order ("**Fees**"). You shall pay The Receptionist all such agreed upon Fees in accordance with the terms of these Terms. Fees are exclusive of, and you shall be responsible for payment of, all taxes, fees, shipping costs, duties, and other governmental charges arising from the payment of any fees or any amounts owed to The Receptionist under these Terms (excluding any taxes arising from The Receptionist's income or any employment taxes).

4.2 Payment. If you elect to pay via credit card, you will pay all Fees and expenses at the time of purchase. Otherwise, you will pay all Fees and expenses within 30 days after your receipt of the applicable invoice for such Services and Hardware. Should you fail to pay any amounts that are past due, The Receptionist may issue a past due notice to you indicating The Receptionist's intent to revoke or suspend Services, and if you have not paid such amounts after receipt from The Receptionist of such past due notice, The Receptionist may revoke or suspend Services and seek return of any Hardware (if applicable). All payments received by The Receptionist are non-refundable except as otherwise expressly

provided in these Terms. All payments will be made in United States dollars. If you pay via credit card and wish to go through a chargeback process for any reason, you shall notify The Receptionist in writing prior to beginning any such chargeback process. If you fail to provide The Receptionist with such notice in violation of the foregoing sentence: (a) The Receptionist may charge you a \$100 chargeback fee and request reimbursement for any fees that The Receptionist incurs in connection with such chargeback process (the fees in this subsection (a), collectively, the “**Chargeback Fees**”) and (b) you shall pay to The Receptionist any such Chargeback Fees.

5. TERM AND TERMINATION.

5.1 Term. These Terms commence on the Effective Date and continue until terminated in accordance with these Terms (“**Term**”). The term of each Order shall be set forth in such Order.

5.2 Order Term. The initial term of an Order shall begin on the date set forth in the Order and continue for the period set forth in the Order (“**Initial Term**”) unless terminated earlier as set forth herein. Thereafter, each Order shall automatically renew for additional periods equal to the expiring subscription term (each, a “**Renewal Term**”), unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term. The Initial Term and each Renewal Term are collectively referred to as the “**Order Term.**” The termination or expiration of these Terms shall not terminate or affect your obligation to make payments of agreed upon Fees to The Receptionist for Services provided to you prior to termination.

5.3 Termination

(a) *Termination During the Trial Period.* During the Trial Period, either party may terminate these Terms by providing the other party with written notice of such termination. To terminate these Terms in accordance with the foregoing sentence, you must email The Receptionist at support@thereceptionist.com to give written notice of such termination. For the avoidance of doubt, in order to access the Services after the Trial Period, you must commit to purchase access to the Services either by submitting a credit card to us for payment or submitting an Order to us for access to the Services.

(b) *Termination During the Evaluation Period.* During the 42-day period following the Trial Period (the “**Evaluation Period**”), you may terminate these Terms for any reason by emailing The Receptionist at support@thereceptionist.com to give written notice of such termination. If you terminate these Terms in accordance with this Subsection 5.3(b), The Receptionist shall refund to you the Fees you paid to The Receptionist on the condition that you return to The Receptionist all of The Receptionist’s property in your possession, including, but not limited to, any Hardware in good, working condition.

(c) *Termination if no Orders are in Place.* If all Orders have expired or have been terminated, either party may terminate these Terms upon written notice to the other party.

(d) *Termination for Cause.* Either party may terminate these Terms if the other party breaches any material provision of these Terms and does not cure such breach (provided that such breach is capable of cure) within 30 days after being provided with written notice thereof.

5.4 Effects of Termination. Upon termination of these Terms for any reason: (a) any undisputed amounts owed to The Receptionist under these Terms before such termination or expiration will be immediately due and payable, (b) all rights granted in these Terms will immediately cease, and (c) you must promptly discontinue all access and use of the System and return or destroy, all copies of the Documentation in your possession or control. Additionally, if these Terms terminate during the Evaluation Period,) you must return any Hardware to us in good, working condition. If you submit a written request in writing to The Receptionist within 5 days of termination, The Receptionist will promptly return, destroy or erase all Customer Content, except that The Receptionist may retain Customer Content in The Receptionist’s archived backup files. Sections 1, 4.1, 5.4, 6, 8, 9, 10, and 11 will survive expiration or termination of these Terms indefinitely.

5.5 Suspension. In the event of a breach or threatened breach of this Agreement by you or any of your Users, without limiting The Receptionist’s other rights and remedies, The Receptionist may immediately suspend your or any User’s access to the Service until the breach is cured or The Receptionist reasonably believes there is no longer a threatened breach.

6. PROPRIETARY RIGHTS.

6.1 Customer. As between the parties, you own all right, title and interest in Customer Content, including all intellectual property rights therein. Any rights not expressly granted to The Receptionist hereunder are reserved by you, its licensors and suppliers.

6.2 Customer Content License Grant. Subject to the terms and conditions of these Terms, you hereby grant to The Receptionist, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.2), non-sublicensable license to use the Customer Content solely for the limited purpose of performing the Services for you under

these Terms. All Customer Content is considered Confidential Information and shall be treated in accordance with Section 10 hereunder.

6.3 The Receptionist. All proprietary technology utilized by The Receptionist to perform its obligations under these Terms, and all intellectual property rights in and to the foregoing, as between you and The Receptionist, are the exclusive property of The Receptionist, its licensors and suppliers. The Receptionist or its third party licensors retain ownership of all right, title and interest to all copyrights, patents, trademarks, trade secrets and other intellectual property rights in and to the System, including without limitation the Software, The Receptionist's database (and all data therein except for Customer Data and User Data), all associated forms, reports and documentation, customizations and enhancements, and all processes, know-how, methodology and the like utilized by or created by The Receptionist in performing under these Terms. Any rights not expressly granted to you hereunder are reserved by The Receptionist, its licensors and suppliers.

6.4 User Data. You retain ownership of all right, title and interest in and to the User Data. You grant The Receptionist a license to use the User Data to perform its obligations in accordance with the terms of these Terms and The Receptionist's Privacy Policy available at: <https://thereceptionist.com/privacy-policy/>. Without limiting the foregoing, The Receptionist may modify the User Data to be in an aggregated format not identifiable as yours and may use such reformatted User Data for the purposes of benchmarking, data analysis and marketing.

7. WARRANTY; DISCLAIMERS.

7.1 System Access. During the Term, The Receptionist warrants that the System will perform materially in accordance with the Documentation and these Terms. The Receptionist does not warrant that the System will be completely error-free or uninterrupted. The Receptionist will, at its own expense and as its sole obligation and your exclusive remedy for any breach of the warranty in this Section, use commercially reasonable efforts to correct or provide a workaround for any reproducible error in the System reported to The Receptionist by you in writing with 30 days after you experience the error ("Error"). If, however, The Receptionist, in its reasonable discretion, is unable to provide a correction or workaround for any such Error, The Receptionist may terminate these Terms upon notice to you and, as its sole obligation, The Receptionist shall refund the amounts you paid for System Access for the period during which the System was not usable by you. The warranties set forth in this Section 7.1 do not cover or apply to (a) any Error caused by you or its Users, (b) any Error or unavailability of the System caused by use of the System in any manner or in any environment inconsistent with its intended purpose, (c) any of your hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the System, or (d) any equipment or software or other material utilized in connection with the System used by you contrary to manufacturer's instructions.

7.2 Right to Customer Content and Customer Data. You represent and warrant that you have the right to use the Customer Content as contemplated by these Terms, and/or direct The Receptionist to use the Customer Content as part of the Services provided to you under these Terms. In addition, you represents and warrant that you have: (a) given adequate notice and made appropriate disclosures to all Users regarding your use and disclosure and The Receptionist's processing of Customer Data; and (b) obtained all necessary rights, and, where applicable, all appropriate and valid consents to disclose such Customer Data to The Receptionist and to permit the processing of such Customer Data by The Receptionist for the purposes of The Receptionist providing the Services.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, THE SERVICES AND SYSTEM ARE PROVIDED WITHOUT OTHER WARRANTIES OF ANY KIND AND THE RECEPTIONIST SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AS TO QUALITY, PERFORMANCE, TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE.

8. INDEMNIFICATION. The Receptionist will defend, at its own expense, any claim, suit or action against you brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a "Customer Claim"), and The Receptionist shall indemnify and hold you harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") that are specifically attributable to such Customer Claim or those costs and damages agreed to in a monetary settlement of such Customer Claim. The foregoing obligations are conditioned on you: (a) promptly notifying The Receptionist in writing of such Customer Claim; (b) giving The Receptionist sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at The Receptionist's request and expense, assisting in such defense. In the event that the use of the System is enjoined, The Receptionist shall, at its option and at its own expense either (i) procure for you the right to continue using the System, (ii) replace the Software with a non-infringing but functionally equivalent product, (iii) modify the Software so it becomes non-infringing or (iv) terminate these Terms and refund the amounts you paid for System Access that relate to the period during which the System was not usable by you.

Notwithstanding the foregoing, The Receptionist will have no obligation under this Section 8 or otherwise with respect to any infringement claim based upon: (1) any use of the System not in accordance with these Terms; (2) any use of the System in combination with products, equipment, software, or data not supplied or approved by The Receptionist if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (3) any modification of the System by any person other than The Receptionist or its authorized agents or subcontractors. This Section 8 states The Receptionist's entire liability and your sole and exclusive remedy for infringement claims or actions.

9. LIMITATIONS OF LIABILITY. IN NO EVENT WILL THE RECEPTIONIST BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THESE TERMS, THE SERVICES, THE HARDWARE, OR THE SYSTEM, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RECEPTIONIST'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS, THE SERVICES, THE HARDWARE, AND THE SYSTEM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU TO THE RECEPTIONIST UNDER THESE TERMS DURING THE 6 MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

10. CONFIDENTIALITY.

10.1 Definitions. "Confidential Information" means all information disclosed by one party ("Discloser") to the other party ("Recipient") under these Terms during the Term, including Personal Information (as defined below) provided by you to The Receptionist in accordance with these Terms. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party, whether or not such information is designated as confidential. The Software, System and Documentation shall be considered The Receptionist's Confidential Information. All Customer Content shall be considered your Confidential Information.

10.2 Protection. Recipient will use reasonable efforts to cause its employees to minimize distribution and duplication to prevent unauthorized disclosure of the Confidential Information of the Discloser. Recipient will not use any Confidential Information of the Discloser for any purpose not expressly permitted by these Terms, and will disclose Confidential Information only to the employees or individual independent contractors of Recipient who have a need to know such Confidential Information for purposes of these Terms and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient's obligations under Section 10.2 above with respect to any Confidential Information of Discloser will terminate if and when Recipient can document that such information: (a) was already known to Recipient prior to the time of disclosure by Discloser; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of the Confidential Information. In addition, Recipient may disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notified Discloser of such required disclosure in writing prior to making such disclosure and cooperates with Discloser, at Discloser's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. Each party may retain a copy of all Confidential Information for archival purposes. Recipient may disclose Confidential Information of Discloser if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Reasonable efforts will be made to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient will reasonably cooperate in such efforts at the expense of Discloser.

11. GENERAL.

11.1 Independent Contractor. The Receptionist acknowledges that it is an independent contractor, and neither you nor The Receptionist is or will be construed to be an agent, partner, joint venture or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, and neither party may represent to anyone that it has a right to do so.

11.2 Assignment. Neither party may assign or transfer, by operation of law or otherwise, these Terms or any of its rights under these Terms to any third party without the other party's prior written consent, such consent shall not be

unreasonably withheld or delayed; except that a party may assign these Terms without consent from the other party by operation of law or otherwise to (a) an Affiliate (b) any successor to its business or assets to which these Terms relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. These Terms shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, and shall not confer any rights or remedies upon any person or entity not a party hereto.

11.3 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party.

11.4 Notices.

(a) *If to The Receptionist.* All notices, consents, and approvals to The Receptionist under these Terms must be delivered in writing by electronic mail, courier, or certified or registered mail, (postage prepaid and return receipt requested) to The Receptionist at the address set forth in this Section, and will be effective upon receipt. Additionally, electronic mail may not be used for providing legal notices, but may be used to distribute routine communications and to obtain approvals and consents.

If to The Receptionist:

Los Trigos, Inc. d.b.a The Receptionist
Attention: Legal
3858 Walnut St., Suite 215
Denver, CO 80205

(b) *If to You.* All notices, consents, and approvals to you under these Terms must be delivered in writing by electronic mail, courier, or certified or registered mail (postage prepaid and return receipt requested) to you at the address that The Receptionist has on file for you and will be effective upon receipt. You may update your address on file by notifying The Receptionist of such address in accordance with this Section 11.4.

11.5 Governing Law. These Terms will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Denver, Colorado in any litigation arising out of or related to these Terms, the System, or the Services.

11.6 Remedies. Except as otherwise expressly provided in these Terms, the parties' rights and remedies under these Terms are cumulative. Each party acknowledges and agrees that any actual or threatened breach of Sections 3.1 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required. If any legal action is brought by a party to enforce these Terms, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive from the non-prevailing party.

11.7 Compliance with Laws. Each party shall comply with those laws and regulations in jurisdictions within the United States that are specifically applicable to the applicable party notwithstanding these Terms.

11.8 Waivers. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Any waiver must be in writing and signed by the party entitled to the benefit of the right being waived. Unless otherwise stated in the waiver, any waiver applies only to the specific circumstance for which the waiver is given and not to any subsequent circumstance involving the same or any other right.

11.9 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of these Terms will continue in full force and effect.

11.10 Modification. The Receptionist may modify these Terms at any time. Modifications become effective immediately upon your or your Users first access to or use of the Services after the "Last Updated" date at the bottom of these Terms. We will use commercially reasonable efforts to notify you of any material changes to these Terms by email sent to the address you have provided to us. Your continued access to or use of the Services after the modifications have become effective will be deemed your conclusive acceptance of the modified Terms. Except as otherwise set forth in this

Section, these Terms may not otherwise be modified except by a written amendment signed by an authorized representative of each party.

11.11 Entire Agreement. These Terms, including any Order and any exhibits or attachments thereto, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. These Terms sets forth the general terms and conditions applicable to all Services and Hardware provided by The Receptionist to you under the specific terms and conditions set forth in these Terms. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. In addition, each party expressly rejects the inclusion of any preprinted terms on any order form or related document, all of which are hereby deemed null and void. To the extent of any conflict between the provisions of these Terms and the provisions of any Order, the provisions of the Terms shall govern.

Last Updated: October 1, 2020