

MAIN SERVICES AGREEMENT

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF DOJO PLANNER SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING A DOJO PLANNER SUBSCRIPTION SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. 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.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

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

This Agreement was last updated on, November 15, 2022. It is effective between Customer and Dojo Planner as of the date of Customer's accepting this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Main Services Agreement.

"Beta Services" means Dojo Planner services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly

designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Content” means information obtained by Dojo Planner from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Dojo Planner Applications.

“Documentation” means the applicable Service’s Trust and Compliance documentation at <https://www.dojoplanner.com/main-service-agreement/> and its usage guides and policies, as updated from time to time, accessible via our website.

“Free Services” means Services that Dojo Planner makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that interoperate with the Services, including, for example, My Studio at [All-In-One Gym & Fitness Studio Software | MyStudio](#), and any successor websites.

“Non-Dojo Planner Application” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a. Non-Dojo Planner Applications, other than those obtained or provided by Customer, will be identifiable as such.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Dojo Planner or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by Dojo Planner, including associated Dojo Planner offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-Dojo Planner Applications.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Dojo Planner without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Dojo Planner at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. DOJO PLANNER RESPONSIBILITIES

2.1 Provision of Purchased Services. Dojo Planner will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Dojo Planner standard support for the Purchased Services to Customer at no additional charge, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Dojo Planner shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Dojo Planner’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Dojo Planner employees),

Internet service provider failure or delay, Non-Dojo Planner Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Dojo Planner's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. Dojo Planner will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon account cancellation, any Customer Data, will thereafter be deleted or destroyed and all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3 Dojo Planner Personnel. Dojo Planner will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Dojo Planner's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Beta Services. From time to time, Dojo Planner may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.dojoplanner.com/legal/agreements/>.

2.5 Free Services. Dojo Planner may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Dojo Planner, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior

notice, and Customer agrees that Dojo Planner will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data (such as website content) from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Dojo Planner terminates Customer's account, except as required by law Dojo Planner will provide Customer a reasonable opportunity to retrieve its Customer Data.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Dojo Planner regarding future functionality or features.

3.2 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-DOJO Planner Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Dojo Planner promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.dojoplanner.com/legal/agreements/>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Dojo Planner Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Dojo Planner's judgment threatens the security, integrity or availability of Dojo Planner's services, may result in Dojo Planner's immediate suspension of the Services, however Dojo Planner will use commercially reasonable efforts under the circumstances to

provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Dojo Planner Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Dojo Planner Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Dojo Planner intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.4 Removal of Content. If Customer receives notice, including from Dojo Planner, that Content or a Non-Dojo Planner Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Dojo Planner's judgment continued violation is likely to reoccur, Dojo Planner may disable the applicable Content, Service and/or Non-Dojo Planner Application. If requested by Dojo Planner, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-Dojo Planner Application in writing and Dojo Planner shall be authorized to provide a copy of such confirmation

to any such third-party claimant or governmental authority, as applicable. In addition, if Dojo Planner is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, Dojo Planner may discontinue Customer's access to Content through the Services and cancel Customer's subscription.

4. NON-DOJO PLANNER PRODUCTS AND SERVICES

4.1 Non-Dojo Planner Products and Services. Dojo Planner or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Dojo Planner Applications, My Studio, Zen Planner etc. and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-Dojo Planner provider, product or service is solely between Customer and the applicable Non-Dojo Planner provider. Dojo Planner does not warrant or support Non-Dojo Planner Applications or other Non-Dojo Planner products or services, whether or not they are designated by Dojo Planner as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Dojo Planner is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Dojo Planner Application or its provider.

4.2 Integration with Non-Dojo Planner Applications. The Services may contain features designed to interoperate with Non-Dojo Planner Applications. Dojo Planner cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Dojo Planner Application ceases to make the Non-Dojo Planner Application available for interoperation with the corresponding Service features in a manner acceptable to Dojo Planner.

5. SUBSCRIPTION TERMS, FEES, AND PAYMENT TERMS

5.1 Subscription. Dojo Planner offers a range of subscription plans to its Services, including, without limitation, a "Core Package," and a "Total Solution." As an express condition of your use of and access to the Service, you agree to pay all fees applicable to your subscription plan (your "Plan"), any other fees for additional services you may purchase, and any applicable taxes in connection with your use of the Service. To view the specific details of your Plan, including pricing information

and the commencement date of your next renewal period, visit the Dojo Planner Website, login at <https://www.dojoplanner.com/login> and from the sidebar navigation select “Account”, then “Your Profile”, after logging in.

5.2 Change In Fees. We may, upon any notice required by applicable law, change the fees for the Service at any time or require new fees or charges. Such changes will be effective immediately upon posting on Our Website; provided, however, that such fee changes will be effective only as to prospective Service orders (including renewals) accepted by Dojo Planner after the effective date of such change. Please be aware that any discounts applicable to previous subscriptions may not apply to renewed subscriptions.

5.3 Plan Fees. The fees for your Plan are billed in advance, are non-refundable, and automatically renew on a monthly or annual basis, as specified in your Plan. No refunds or credits will be provided for partial months of the Analysis Service, upgrades/downgrades, or for months unused with an open account.

5.4 Downgrades. If you downgrade your Plan level, your credit card will automatically be charged the new rate beginning with your next billing cycle. Downgrading your Plan may cause the loss of account content, features, or capacity. Dojo Planner does not accept any liability for such loss.

5.5 Upgrades. If you upgrade your Plan level, your credit card will immediately be charged a pro-rated amount reflecting the increased rate, and you will be charged the full amount of the new rate beginning with your next billing cycle.

5.6 Discounts. Any discounts applied to a previous subscription may not apply to a renewed subscription, including to any automatic renewals.

5.7 Invoicing and Payment. All fees for your Plan will be billed to your credit card. You authorize the card issuer to pay any amounts described herein and in your Plan and authorize Dojo Planner (or a billing agent acting on our behalf) to continue charging all such amounts to your credit card account until you or we cancel or terminate your Plan as provided herein or these amounts are paid in full, whichever is later. You must provide current, complete and accurate billing and credit card information. You must promptly update all billing information (such as billing address, card number and expiration date) to keep your account current, complete and accurate, and you must promptly notify Dojo Planner if your credit card is lost or stolen, or if you become aware of a potential breach of security (such as an

unauthorized disclosure or use of your username or password). You authorize us to obtain updated or replacement expiration dates for your credit card in the event that the credit card you provided us expires. We reserve the right to charge any renewal card issued to you as a replacement. If payment is not received from your credit card issuer, you agree to pay all amounts due upon demand. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of your credit card may charge you a foreign transaction fee or related charges, which you will be responsible to pay. Please check with your bank and credit card issuer for details.

5.8 Overdue Charges. If any invoiced amount is not received by Dojo Planner by the due date, then without limiting Dojo Planner's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Dojo Planner may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.9 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized Dojo Planner to charge to Customer's credit card), Dojo Planner may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Dojo Planner will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

5.10 Payment Disputes. Dojo Planner will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.11 Taxes. Dojo Planner's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Dojo Planner has the legal obligation to pay or collect

Taxes for which Customer is responsible under this section, Dojo Planner will invoice Customer and Customer will pay that amount unless Customer provides Dojo Planner with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Dojo Planner is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, Dojo Planner, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to Dojo Planner. Customer grants Dojo Planner, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Dojo Planner Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Dojo Planner to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Dojo Planner Application with a Service, Customer grants Dojo Planner permission to allow the Non-Dojo Planner Application and its provider to access Customer Data and information about Customer's usage of the Non-Dojo Planner Application as appropriate for the interoperation of that Non-Dojo Planner Application with the Service. Subject to the limited licenses granted herein, Dojo Planner acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Dojo Planner Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to Dojo Planner and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Dojo Planner's or its Affiliates' services.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Dojo Planner includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Dojo Planner services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section.

Notwithstanding the foregoing, Dojo Planner may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-Dojo Planner Application Provider to the extent necessary to perform Dojo Planner's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Dojo Planner Warranties. Dojo Planner warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) the Services will perform materially in accordance with the applicable Documentation, and (c) subject to the "Integration with Non-Dojo Planner Applications" section above, Dojo Planner will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination".

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT

AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. NEITHER DOJO PLANNER, NOR OUR AFFILIATES, LICENSORS, AND THEIR RESPECTIVE INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, CONSULTANTS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WILL BE LIABLE TO YOU OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENT VISITORS, FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA COLLECTED THROUGH THE SERVICES), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSION CONTAINED IN THIS PARAGRAPH SHALL APPLY REGARDLESS OF THE FAILURE OF THE EXCLUSIVE REMEDY PROVIDED IN THE FOLLOWING PARAGRAPH. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN FULL.

YOU AGREE THAT THE CUMULATIVE LIABILITY OF DOJO PLANNER, ITS AFFILIATES, LICENSORS, AND THEIR RESPECTIVE INDEPENDENT CONTRACTORS, SERVICE PROVIDERS, CONSULTANTS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS TO YOU OR ANY OTHER PARTY, INCLUDING, WITHOUT LIMITATION, ANY CLIENT VISITORS, FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE FEES PAID BY YOU TO DOJO PLANNER, IF ANY, FOR USE OF THE SERVICES DURING THE MONTH PRECEDING THE MOST RECENT EVENT GIVING RISE TO SUCH LIABILITY.

The foregoing limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

10. TERM AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

10.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew monthly, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Dojo Planner'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 Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

10.3 Termination. Either party may terminate the Services at any time and for any reason. To terminate your use of your Dojo Planner Service. Requests to cancel by e-mail or phone are not considered, and do not accomplish, cancellation.

Upon any termination of the Services (i) Dojo Planner will cease providing the Service; (ii) any outstanding balance payable by you to Dojo Planner will become immediately due and payable and any collection expenses incurred will be included in the amount owed; (iii) you will not be entitled to any refunds of any usage fees or any other fees; and (iv) all of your website content and data will no longer be available to you through Dojo Planner.

11.0 ACCOUNT CANCELLATION

11.1 Cancellation. The only valid method for canceling your Plan is via the cancellation link provided on the "Account", "Your Profile" page, accessible after logging in to the Dojo Planner Website. Requests to cancel by e-mail or phone are not considered, and do not accomplish, cancellation.

If you cancel your Plan before the end of your current pre-paid period, you will not be charged again for your Plan beginning with the next billing cycle. If you cancel your Plan, you will lose all access, upon the expiration of your current pre-paid period, to your website and any data or information stored in your account.

12. GENERAL PROVISIONS

12.1 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or

agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.2 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Dojo Planner and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.3 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.4 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.5 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its

assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

12.9 Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.