

## MASTER SERVICES AGREEMENT

### 1. DEFINITIONS

“**Affiliate**” means an entity which is directly or indirectly controlling, controlled by, or under common control with a Party.

“**Agreement**” means this Master Services Agreement governing the purchase of the Services from Your360.

“**Beta Services**” means products or features available to Customer on a trial, beta, early access, or similar basis.

“**Customer**” means the entity entering into an SOW with Your360, pursuant to this Agreement, for the purposes of purchasing the Services.

“**Customer Data**” means, collectively, Customer Inputs and Synthesized Outputs.

“**Customer Inputs**” means the data and content provided by Customer and its users to the Services, including participant and feedback provider voice conversations, written inputs, and related metadata.

“**Documentation**” means the user guides, technical documentation, specifications, and other materials describing the operation, functionality, or use of the Services that Your360 makes available to Customer (whether in writing, online, or within the Services), as updated from time to time.

“**Effective Date**” means the date Customer first accesses the Services.

“**IP**” means, with respect to a Party, such Party’s Marks, content, technology, and data, including, in the case of Your360, the Your360 Content and the Services; and, in the case of Customer, the Customer Data.

“**Marks**” means a Party’s trade names, trademarks, service marks, logos or other commercial or product designations.

“**Party**” means each of Your360 and Customer.

“**Parties**” means, collectively, Your360 and Customer.

“**Platform**” means Your360’s proprietary AI-powered platform for interview-based 360 feedback and team assessment, generating individual coaching reports and synthesized organizational insights, including delivery of assessment-based feedback through both subscription access and volume-based assessment credit models. Platform includes any Updates made during the Term.

“**Professional Services**” means additional services other than the Platform that Customer purchases and Your360 provides to Customer pursuant to a SOW, including any custom designs, integrations, or software prepared by Your360 for Customer.

“**Raw Recordings**” means the underlying audio recordings of assessment conversations, held by Your360 solely for the purpose of generating Transcripts, Synthesized Outputs, and operating the Services.

“**Transcripts**” means the textual transcriptions of Raw Recordings retained by Your360 to enable longitudinal coaching context, to power Service features that rely on prior conversational data, and to operate the Services.

“**Services**” means the Platform and Professional Services.

“**SOW**” means a written order executed by the Parties which identifies the details of the Services being purchased by Customer.

“**Synthesized Outputs**” means the processed artifacts Your360 generates from Customer Inputs, including 360 assessment reports, insights, development plans, and Team Insights reports.

“**Updates**” means modifications, updates, and changes made by Your360 to the Platform which Your360 makes generally available to its customers at no additional fee. Updates exclude new features, functions and capabilities which are offered for an additional fee and must be specified in an SOW.

“**Your360**” means Your360 AI, Inc., a Delaware corporation with offices at 2021 Fillmore St., #2338, San Francisco, CA 94115.

“**Your360 Content**” means the (i) Services and related user interface; (ii) workflow tools provided or made available by Your360; (iii) core technology making up the Platform; and (iv) aggregated and anonymized statistics about Your360 customers using the Platform.

### 2. SERVICES; OWNERSHIP; IP; THIRD-PARTY PRODUCTS; RESTRICTIONS; BETA SERVICES; AI TERMS

2.1 During the Term (as defined in Section 4.1), Your360 will provide to Customer the Services as further described in an SOW. Any change in the Services to be provided under any SOW must be agreed to in writing by the Parties.

2.2 As between Your360 and Customer, Customer owns all right, title and interest in and to its IP, including the Customer Data. As between Customer and Your360, Your360 owns all right, title, and interest in and to its IP, including the Services and Your360 Content. Any suggestions or modifications made by a Party to the other Party with respect to such other Party’s IP (“**Feedback**”), shall become the exclusive property of the Party owning such IP, whether or not such Party incorporates such Feedback into the IP. Nothing in this Agreement will confer in either Party any right of ownership in the other Party’s IP. For clarity, Customer’s ownership of Customer Data includes Customer Inputs and

Synthesized Outputs only, and expressly excludes Raw Recordings and Transcripts.

2.3 Subject to the terms and conditions of this Agreement, (a) Your360 hereby grants to Customer a non-exclusive, non-transferable license to use the Your360 Content delivered to Customer and to access and use the Services during the Term as permitted by this Agreement and the applicable SOW(s); and (b) Customer hereby grants to Your360 a non-exclusive, non-transferable license to use the Customer Data during the Term solely as necessary to provide the Services to Customer pursuant to this Agreement and the applicable SOW(s). Each of Customer and Your360 will not take any action that could reasonably be anticipated to harm, prejudice or otherwise damage the reputation and goodwill associated with the other Party's Marks. Each Party's use of the other Party's Marks will inure to the benefit of such other Party. Notwithstanding anything to the contrary, Raw Recordings and Transcripts are retained by Your360 solely for the purpose of generating Synthesized Outputs and operating the Services and are not accessible to Customer or any third party, and are accessible only to Your360 personnel with a need to know and subject to confidentiality obligations. Notwithstanding anything to the contrary in this Agreement, Customer hereby grants Your360 a perpetual, royalty-free, right and license to use de-identified, aggregated Customer Data, which shall not identify Customer, Customer's customers, or any person or entity, for all legally permissible purposes, including without limitation benchmarking and analytics. For clarity, such data may include telemetry related to AI model usage and performance (e.g., prompt volume, latency, and error metrics), but Your360 does not use Customer Data for model training except as expressly permitted under Section 2.7 below.

2.4 Your360 may make available to Customer and/or Customer's customer(s), and/or the Services may integrate with, certain third-party applications, services or products, for use in connection with the Services ("**Third-Party Products**"). Where the providers of such Third-Party Products require Customer to have a separate agreement directly with such provider, Customer's use of such Third-Party Products is subject to that separate agreement between Customer and the provider of such Third-Party Products. Any exchange of information (including any entitlement to retrieve Customer Data generated through such Third-Party Products) is between Customer and the provider of such Third-Party Products. Your360 makes no warranties of any kind and assumes no liability whatsoever for Customer's use of such Third-Party Products. Upon termination of this Agreement, Your360 will use commercially reasonable efforts to assist Customer, at Customer's request, in retrieving Customer Data from such Third-Party Products. Alternatively, where Customer is not required to execute a separate agreement for a Third-Party Product with the provider of such Third-Party Product, Customer's use of such Third-Party Product shall be deemed part of the Services and shall be subject to this Agreement.

2.5 Customer will not (i) misappropriate or infringe Your360's IP; (ii) reverse engineer, decompile, disassemble, disclose, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Platform; (iii) modify, translate, or create derivative works based on the Platform; (iv) use the Services, directly or indirectly, in any manner that would constitute white-labeling or OEM'ing the Platform for a third party; or (v) use or view the Platform for the purposes of developing a product or service commercially competitive to the Services.

2.6 Despite anything to the contrary in this Agreement, Customer acknowledges that (a) it has the sole discretion whether to use any Beta Services, (b) Beta Services may not be supported and may be changed at any time, including in a manner that reduces functionality, (c) Beta Services may not be available or reliable, (d) Beta Services may not be subject to the same security or audits as the Services, and (e) Your360 provides Beta Services "as-is" and will have no liability arising out of or in connection with Beta Services.

2.7 (a) "**Input**" means prompts, instructions, data, schemas, or other content Customer submits to the Services. "**Output**" means content returned by the Services in response to Input. Input and Output together are "**AI Content**." As between the parties, AI Content is Customer Data. Customer is solely responsible for Input (including accuracy, quality, and legality) and for verifying Output for Customer's use cases. Your360 does not guarantee the accuracy, completeness, or uniqueness of Output and disclaims any responsibility for decisions or actions taken based on Output, subject to the disclaimers and limitations in Section 5. To the extent applicable, "Input" corresponds to Customer Inputs and "Output" corresponds to Synthesized Outputs.

(b) Your360 does not use Customer Data, including AI Content, to train or improve any third-party foundation models and configures its third-party model providers to not use such Customer Data for training. Your360's use of Customer Data is limited to providing the Services, maintaining and improving product performance, reliability, and user experience (including debugging and error resolution), and other internal operational purposes consistent with this Agreement. These practices are designed to preserve the confidentiality and integrity of feedback and to support the trust and understanding that enable participants to engage openly. The depth and accuracy of the Output depend on this engagement.

(c) The Services may consume or act upon "**Third-Party Data**" (defined as data from third-party systems, apps, or platforms) and may connect to Customer's systems per Customer's configurations. Your360 is not responsible for the accuracy, completeness, or suitability of any Third-Party Data. Customer is solely responsible for obtaining all rights and permissions to access, use, and process Third-Party Data and for ensuring that its use of Third-Party Data via the Services complies with applicable law and Customer's third-party agreements.

(d) The Services may use one or more third-party artificial intelligence or machine learning service providers (each, a "**Model Provider**"). Customer must comply with applicable model-usage policies that Your360 surfaces or links in the Documentation for any Model Provider used by the Services. Your360 may substitute Model Providers or models, provided the Services' core functionality is not materially degraded; Your360 will provide notice of material changes.

(e) Customer will not submit to the Services any data classified as highly sensitive or regulated (e.g., PHI under HIPAA, payment

card data subject to PCI DSS, special categories of personal data under GDPR) unless expressly permitted in an SOW or a data processing addendum (DPA) and implemented per the Documentation.

(f) Customer acknowledges the Services can automate actions across Customer-configured systems. Customer is solely responsible for testing, approval flows, rate limits, role-based controls, and guardrails it configures, and for reviewing Output before execution where appropriate. Your360 is not liable for Customer's automated actions or outcomes arising from Customer configurations or from Third-Party Data.

(g) Output may be incomplete, misleading, or hallucinatory. The Services are not a substitute for professional, legal, financial, or compliance advice. Customer must apply appropriate human review and assumes responsibility for all use of Output.

(h) As between the parties, Customer owns Output subject to third-party rights and applicable law. Your360 does not represent that Output will not infringe third-party rights, particularly where Output is based on Customer's Input, Third-Party Data, or Customer's configurations.

(i) In addition to Customer's existing indemnity, Customer will defend and indemnify Your360 from any third-party claim to the extent arising from: (i) Customer's use of Output; (ii) automated actions or workflows Customer initiates via the Services; (iii) Customer's breach of Model Provider policies referenced in subsection (d) above; or (iv) Customer's use of Third-Party Data or integrations in violation of law or Customer's third-party agreements.

(j) If there is a conflict between this Section 2.7 and the Documentation regarding AI model training or provider-policy compliance, this Section 2.7 controls.

### 3. FEES; TAXES

3.1 Unless otherwise agreed in the applicable SOW, Services may be purchased either as (i) subscription-based access to the Platform, or (ii) volume-based purchases of assessment credits (each, an "**Assessment Credit**"), as specified in the applicable SOW. Your360 will invoice Customer for all fees for Services listed in an SOW (the "**Fees**") (a) for subscriptions, on an annual basis in advance of the Services to be provided, or (b) for volume-based purchases, upfront for a specified number of Assessment Credits for use during the applicable Term. Customer will pay each such invoice within 30 days of receipt, and except as described in Section 4, all payment obligations are non-cancelable and all amounts paid are non-refundable. In the event the Fees are more than fifteen (15) days overdue, upon five (5) days' notice to Customer, Your360 may (i) charge interest on any overdue payments of one percent (1%) for each month that the payment remains overdue thereafter; and/or (ii) suspend performance of the Services and require full payment of all Fees prior to restarting performance.

3.2 The payment obligations described in Section 3.1 shall not apply to Fees subject to a good faith dispute, provided that Customer provides written notice of the dispute to Your360 within thirty (30) days of receipt of the relevant invoice, and Customer continues to pay all Fees not subject to such good faith dispute. Once the dispute is resolved, to the extent any Fees remain outstanding, Customer shall pay such Fees within five (5) business days.

3.3 All Fees listed in the applicable SOW are exclusive of any sales, use, value added, or excise taxes or import duties, and Customer remains liable for payment of all such taxes (other than taxes on Your360's income) (collectively, "**Taxes**"). In the event Customer is required by applicable law to withhold or deduct any amounts from the Fees, Customer will gross up payment to Your360 such that Your360 will receive the total Fees listed in the applicable invoice. Your360 will use commercially reasonable efforts to collect Taxes, and will remit such Taxes to the appropriate governmental authority, based on the billing contact information provided by Customer to Your360 in the applicable SOW.

### 4. TERM; TERMINATION

4.1 This Agreement will begin on the Effective Date and will continue for as long as there is at least one (1) active SOW, unless earlier terminated in accordance with the provisions of this Agreement (the "**Term**").

4.2 This Agreement, or an applicable SOW, may be terminated immediately by the non-breaching Party, if the other Party has materially breached its obligations hereunder and such breach is not cured within thirty (30) days after written notice from the non-breaching Party to the breaching Party identifying the nature of said breach.

4.3 Upon termination of this Agreement: (i) Your360 will continue providing the Services pursuant to an applicable SOW through the termination date; (ii) Customer will pay all Fees due hereunder through the termination date; (iii) Customer Data will remain accessible to Customer within the Platform following termination solely for purposes of accessing such retained Customer Data, unless Customer requests deletion; (iv) Raw Recordings and Transcripts will be retained or deleted in accordance with Section 6.6; (v) Customer may request deletion of Customer Data at any time, and Your360 will comply within a commercially reasonable period, subject to legal obligations; (vi) within thirty (30) days, each Party will return any other Confidential Information of the other Party and will erase or destroy any remaining electronic versions of Confidential Information of the other Party then in its possession, provided however that nothing herein will require such Party to delete or purge any records in backup or archival systems kept in the normal course of business; and (vii) Sections 2, 3, 5.4, 5.5, 5.6, 5.7, 5.8, 6, and 7, and any other provisions which by their nature would reasonably be considered to survive, will survive the termination of this Agreement.

### 5. REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION; LIMITATION OF LIABILITY

5.1 Each Party represents and warrants to the other Party that: (a) such Party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; and (b) in connection with this Agreement and its activities hereunder, it will comply with all applicable laws, rules and regulations, including any applicable data privacy regulations or standards.

5.2 Your360 further represents and warrants that: (a) it will perform all Services in a professional and workmanlike manner consistent with industry standards; and (b) the Services and functionality will comply with the terms of this Agreement and the applicable SOW(s), and will not be materially degraded during the Term.

5.3 Customer represents and warrants that it has obtained all necessary rights and authorizations to submit Customer Data and any other data or content provided to or processed by the Services (including participant interactions that may result in Raw Recordings) to Your360 for the purposes contemplated by this Agreement. If Customer Data includes any personal data relating to identifiable individuals, Customer is responsible for the lawfulness of such data and for providing notice to individuals and obtaining any necessary consents as required under applicable data protection laws. Customer is solely responsible for the accuracy, content and legality of Customer Data, and Your360 does not assume any obligations with respect to Customer Data other than as expressly set forth in the Agreement or as required by applicable law.

5.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT. YOUR360 SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY (A) THAT THE OUTPUT OF THE SERVICES IS ACCURATE OR RELIABLE; OR (B) THAT THE SERVICES WILL BE TIMELY, UNINTERRUPTED, OR ERROR-FREE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE SERVICES AND ANY OUTPUT FROM THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

5.5 Your360 shall indemnify, defend, and hold harmless Customer, and its Affiliates and its and their respective officers, directors, and employees, from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees (“Losses”), arising out of any third-party claim (“Claim”) that Your360’s IP, when used by Customer as permitted hereunder, directly infringes a valid third-party intellectual property right. In the event that the Your360 IP is enjoined, or in Your360’s reasonable opinion are likely to be enjoined, Your360 will elect to do one of the following, in its sole discretion: (i) procure for Customer the right to continue using Your360’s IP; (ii) modify Your360’s IP to make it non-infringing but functionally equivalent, or (iii) terminate this Agreement and provide a pro-rata refund of any prepaid Fees for Services not yet rendered as of the date of termination. Your360 shall have no obligation to indemnify a Claim described herein where the infringement arises out of (y) Customer’s use of Your360’s IP other than as permitted hereunder, or (z) Customer’s use of Your360’s IP in connection with other products and services not provided by, or consented to, by Your360, where the alleged infringement results from such combination. The provisions of this Section 5.5 state Your360’s sole liability and Customer’s sole and exclusive remedy in the event of a Claim described herein.

5.6 Customer shall indemnify, defend, and hold harmless Your360, and its Affiliates and its and their respective officers, directors, and employees, from and against any and all Losses arising out of any Claim that Customer Data (i) is inaccurate, incomplete, or contains any errors, (ii) was collected by Customer in violation of any applicable laws, or (iii) violates any third-party intellectual property right.

5.7 The indemnification obligations in Sections 5.5 and 5.6 are conditioned upon: (i) prompt notice by the party seeking the indemnity (the “Indemnitee”) to the indemnifying party (the “Indemnitor”) of any claim for which the Indemnitee seeks indemnification; (ii) complete control of the defense and settlement of the claim by the Indemnitor; and (iii) reasonable cooperation by the Indemnitee in the defense as the Indemnitor may request.

5.8 EXCEPT WITH RESPECT TO EITHER PARTY’S INDEMNIFICATION OBLIGATIONS IN SECTIONS 5.5 AND 5.6, CUSTOMER’S BREACH OF SECTION 2.5, AND/OR EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS) ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL EITHER PARTY’S AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT FOR ANY CLAIMS (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO YOUR360 DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

5.9 Results and outcomes generated by machine learning algorithms and artificial intelligence are probabilistic and Customer should evaluate such results and outcomes for accuracy as appropriate for Customer’s use case, including by employing human review. Customer is solely responsible, and Your360 will have no liability, for all decisions made, advice given, actions taken, and failures to take action based on Customer’s use of the Services or their output, including whether the output is suitable for use in any Customer applications.

## 6. CONFIDENTIALITY; DATA SECURITY; DATA PROTECTION

6.1 All data and information of either Party (“Disclosing Party”) that is received or otherwise accessed by the other Party (“Receiving Party”) and is (i) identified or marked as confidential; or (ii) given the nature of the information and the circumstances of the disclosure a reasonable person would believe the information to be confidential, shall be considered the confidential information of the Disclosing Party (“Confidential Information”). Confidential Information shall not include information that (w) is or becomes public other than as a result of a

disclosure by the Receiving Party; (x) was already in the Receiving Party's possession or was available to the Receiving Party on a non-confidential basis before disclosure; (y) is received by the Receiving Party from a third party that is not bound by separate confidentiality obligations with the Disclosing Party; or (z) is independently developed by the Receiving Party without using the Confidential Information. For the avoidance of doubt, (a) Your360 Confidential Information includes all Your360 IP and Customer Confidential Information includes all Customer Data; and (b) Raw Recordings and Transcripts are Confidential Information of Your360 and are processed on Customer's behalf solely as described in this Agreement.

6.2 The Receiving Party shall maintain the Confidential Information in strict confidence, shall disclose the Confidential Information only to those individuals or entities who have a need-to-know such information and are under confidentiality obligations at least as restrictive as those found in this Agreement, and shall not use the Confidential Information for any purposes other than as expressly permitted in this Agreement. The Receiving Party shall, at all times, remain liable for the acts and omissions of the party to whom the Receiving Party discloses Confidential Information. In the event the Receiving Party is obligated to disclose the Confidential Information pursuant to a valid legal order, then prior to such disclosure, the Receiving Party shall (unless prohibited at law to do so) notify the Disclosing Party, provide the Disclosing Party with a meaningful opportunity to contest the order prior to the Receiving Party's disclosure, and take reasonable steps to limit the disclosure of Confidential Information to only that which is strictly necessary to comply with such legal order.

6.3 The obligations in this Section 6 shall survive any termination of this Agreement for a period of five (5) years; provided however, that the Receiving Party's obligations shall continue indefinitely with respect to any Confidential Information of the Disclosing Party constituting a trade secret under applicable law.

6.4 Your360 shall implement and maintain a written information security program that is reasonably designed to: (i) ensure the security, integrity and confidentiality of Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of Confidential Information; and (iii) protect against unauthorized access to or use of Confidential Information. Such program shall contain physical, technical and administrative controls for the maintenance, transmittal and disposal of Confidential Information provided under this Agreement, as same are reasonable and appropriate given the type of Confidential Information received or anticipated to be received by Your360, and shall include regularly-scheduled data security risk assessments and adjustments. Except where prohibited by law, (w) Your360 shall inform Customer of any breach of Confidential Information (a "**Security Incident**") within seventy-two (72) hours of discovery; (x) provide daily updates to Customer; (y) within five (5) days of discovery, provide a detailed summary of the scope of the Security Incident; and (z) allow Customer, within Customer's sole discretion, to determine whether to publicly disclose the occurrence and circumstances of the Security Incident.

6.5 Your360's Data Processing Addendum, in its current version as of the Effective Date of this Agreement, located at <https://your360.ai/dpa>, is incorporated into and is subject to the terms of this Agreement by reference (the "**DPA**"). Your360 engages third-party sub-processors to deliver portions of the Services, including providers of voice infrastructure, speech-to-text, natural language processing, and text-to-speech services, as further described in the DPA.

6.6 Your360 distinguishes between Raw Recordings, Transcripts, and Synthesized Outputs and applies different retention practices to each. Raw Recordings (audio) are retained only as necessary to generate Transcripts and Synthesized Outputs and to operate the Services, and are deleted within thirty (30) days of processing. Transcripts and Synthesized Outputs are retained in accordance with Customer's instructions and may persist within the Customer's account unless deleted by Customer. Customer may request deletion of any Customer Data at any time, and Your360 will comply within a commercially reasonable period, subject to applicable law.

6.7 Your360 is in the process of obtaining SOC 2 Type II attestation and expects to achieve such certification by July 31, 2026. Following certification, Your360 will maintain SOC 2 Type II compliance and will undergo annual audits consistent with such standard.

## 7. MISCELLANEOUS

7.1 This Agreement will be governed by the laws of the State of California, without resort to its conflict of law principles, and each Party irrevocably consents to the exclusive jurisdiction of the state or federal courts located in San Francisco County, California, over any suit, action, or proceeding arising out of or relating to this Agreement. Additionally, the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The Parties unconditionally and irrevocably waive any right to trial by jury in any action, suit, or proceeding arising out of or relating to this Agreement.

7.2 The rights and obligations of either Party under this Agreement cannot, in whole or in part, be assigned without the other Party's prior written consent, which shall not be unreasonably withheld; provided, however, that either Party may assign or otherwise transfer this Agreement to (i) an Affiliate or (ii) in connection with a merger or sale of all or substantially all of such Party's assets or capital stock, so long as the assignee assumes all of the assigning Party's obligations hereunder and is not a direct competitor of the non-assigning Party. Any attempt to assign this Agreement other than as permitted herein will be void. This Agreement will bind and inure to the benefit of the respective successors and permitted assigns of Customer.

7.3 Your360 may identify Customer as a Your360 customer, and use Customer's logo, on Your360's website and in its customer lists. Any other uses require Customer's prior written consent in each instance, which shall not be unreasonably withheld.

7.4 All notices to be provided hereunder shall be sent by one Party certified mail, return receipt requested, to the other Party, at the address listed in applicable SOW. For Your360, notices shall be addressed to the address in Section 1 in the definition for “Your360”, Attention: Legal Department. Notices may also be sent to Your360 at [legal@your360.ai](mailto:legal@your360.ai).

7.5 This Agreement, including any Exhibits hereto, and other documents referenced herein, including without limitation the DPA, contains the entire agreement between the Parties and supersedes and replaces any and all prior or contemporaneous agreements or understandings (whether written or oral) concerning the subject matter hereof. No term or condition of this Agreement may be amended or waived except by mutual written agreement. The Parties are independent contractors, and nothing herein will be construed to create a joint venture, partnership, or the relationship of principal and agent between the Parties. This Agreement may be executed in multiple counterparts (including by electronic, facsimile or PDF execution), each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. If any provision of this Agreement is determined by a court or other authority having competent jurisdiction to be void, illegal or otherwise unenforceable: (i) that provision will be enforced to the maximum extent allowed so as to effect the intent of the Parties; and (ii) all other provisions of this Agreement will remain in full force and effect. To the extent there is a conflict between the terms of this Agreement and any SOW, the terms of the SOW shall control. If performance of any obligation under this Agreement or an SOW is prevented by any condition beyond the reasonable control of the affected Party (a “**Force Majeure Event**”), the Party so affected, upon giving prompt written notice to the other Party, will be excused from such performance to the extent of such prevention. The foregoing shall not relieve a Party from its obligation to use all commercially reasonable efforts to resume performance under this Agreement or SOW as soon as possible following the Force Majeure Event.