

End User License Agreement

Effective November 4, 2022

This End User License Agreement, as amended from time to time ("EULA"), is a binding legal contract by and between you (either an individual or a legal entity) ("you" or "User") and Nametag, Inc., a Delaware corporation ("Nametag", "us" "our" or "we"). By installing, accessing or using (i) Nametag's application (our "App") available for download on Apple App Store, Google Play and our website at <https://nametag.co/install> or (ii) hosted software-as-a-service offerings or other Nametag cloud enabled features such as our websites <https://getnametag.com> (collectively (i) and (ii), the "Services"), you are unconditionally confirming your acceptance to be bound by the terms of this EULA.

The Services also include any updates or upgrades to or new versions of the original Services, if and when made available to you by Nametag in its sole discretion. The EULA also incorporates by reference Nametag's then current privacy policy (<https://getnametag.com/legal/privacy>) (the "Privacy Policy") which applies to the Services. If you do not agree to the terms of the EULA, Nametag is not willing to grant you any right to use or access the Services. In such event, do not access, or use the Services.

You represent that you are lawfully able to enter into contracts and are of the legal age of majority in the jurisdiction in which you reside (at least sixteen years of age in many countries). In addition, if the EULA is being agreed to by a company or other legal entity, then the person agreeing to this EULA on behalf of that company or entity represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this EULA; in such case, the term "you" or "User" is deemed to include such company or other legal entity. You should print and retain a copy of this EULA and any amendments for your records.

1. Access to the Services

1.1 License

Subject to this EULA, Nametag grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Services solely for your own personal use or, if a company or other legal entity, for your internal use only. Except for the foregoing limited license, Nametag retains all right, title and interest in the Services, including, but not limited to all intellectual property embodied in the Services, including copyrights, patents, trademarks, and trade secret rights, and the accompanying documentation, including all copies thereof.

1.2 Certain Restrictions

The rights granted to you in this EULA are subject to the following restrictions: (a) you shall not license, sublicense, sell, rent, lease, transfer, assign, distribute, host, or otherwise transfer the Services, whether in whole or in part, or any content displayed therein; (b) you shall not modify, make derivative works of, disassemble, reverse compile, reverse engineer or otherwise attempt to derive the intellectual property embodied in any part of the Services; (c) you shall not access the Services in order to build a similar or competitive website, product, or service; (d) you may not remove or obscure any proprietary notices (e.g., copyright and trademark notices), disclaimer, or warning notice included on or embedded in any part of the Services or any accompanying documentation; (e) all use of the Services shall be in accordance with our then current documentation; (f) you may not use the Services in a defamatory or obscene manner, or in violation of applicable foreign, federal, state, or local laws, rules, or regulations and (g) except as expressly stated herein, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

1.3 Modification

Nametag reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to you. Nametag will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

1.4 No Support or Maintenance

You acknowledge and agree that Nametag will have no obligation to provide you with any support or maintenance in connection with the Services.

1.5 Ownership

Excluding any End User Information (defined below) that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Services and any improvements thereto are owned by Nametag or our licensors, suppliers or vendors. Neither this EULA (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access license expressly set forth in Section 1.1 (License). Nametag and our licensors, suppliers or vendors reserve all rights not granted in this EULA. There are no implied licenses granted under this EULA.

2. End User Information

2.1 Definition

Except as specifically set forth in Section 2.7 (Feedback) and Section 2.8 (Aggregated Data) below, “End User Information” means any and all information and content that you submit to, or use with, the Services. For example, in order to use certain features of the Services, you may provide End User Information such as a scan of your government identification (e.g. a driver’s license) and a photograph of your face (which will be compared to verify your identity when you access certain of the Services). For the avoidance of doubt, End User Information shall also include, but is not limited to, any and all information you provide that is (i) “nonpublic personal information,” as defined under the Gramm-Leach-Bliley Act (15 United States Code (“U.S.C.”) §6801 et seq.), (ii) “cardholder information” under the Payment Card Industry (“PCI”) Data Security Standard, (iii) “personal information” as the term is defined under California Consumer Privacy Act of 2018, and (iv) “personal data” as that term is defined in General Data Protection Regulation (EU) 2016/679, on the protection of individuals with regard to processing of personal data and the free movement of such data.

2.2 License

You hereby grant (and you represent and warrant that you have the right to grant) to Nametag a revocable, nonexclusive, royalty-free and fully paid, worldwide license to gather, log, reproduce, distribute, store, prepare derivative works of, incorporate into other works, and otherwise use and exploit your End User Information, and to grant sublicenses of the foregoing rights, solely as set forth in this EULA, including for the purposes of including your End User Information in the Services during the time you access and use the Services. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your End User Information. As further described in our Privacy Policy, you can request at any time that we remove your End User Information from the Services; backup copies will be retained according to our then current policies.

2.3 Acceptable Use Policy

The following terms constitute our “Acceptable Use Policy” for End User Information. You agree not to use the Services to collect, upload, transmit, display, or distribute any End User Information (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party. In addition, you agree not to: (i) upload, transmit, or distribute to or through the Services any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Services unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Services to harvest, collect, gather or assemble information or data regarding other users (including but not limited to other users e-mail addresses or End User Information) without their and our explicit consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Services, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Services (or to other computer systems or networks connected to or used together with the Services), by any means; (vi) harass or interfere with any other user’s use and enjoyment of the Services; or (vi) create multiple accounts.

In addition you are responsible for (i) the accuracy of your End User Information; (ii) providing timely updates to the status of any changed End User Information and (iii) maintaining the confidentiality of your login information and are fully responsible for all activities that occur under your account. You agree to immediately notify Nametag of any unauthorized use or suspected unauthorized use of your account or any other breach or suspected breach of security. Nametag cannot and will not be liable for any loss or damage arising from your failure to comply with this Acceptable Use Policy.

2.4 End User Confidentiality / Ownership

You own and independently control which End User Information is shared with us, our customers or third parties. You may choose to share your End User Information with us in the course of performing a transaction with either another customer or a third party (e.g., another customer of Nametag). You may add, revoke, or revise your End User Information through the Services at any time. You represent and warrant that all End User Information you submit is valid, truthful and accurate and that you will maintain the accuracy of such information in a timely manner.

You are solely responsible for your End User Information. You assume all risks associated with use of your End User Information, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your End User Information that personally identifies you or any third party. You hereby represent and warrant that your End User Information does not violate our Acceptable Use Policy (defined in Section 2.3). You may not represent or imply to others that your End User Information is in any way provided, sponsored or endorsed by Nametag. Because you alone are responsible for your End User Information, you may expose yourself to liability if, for example, your End User Information violates the Acceptable Use Policy. Nametag is not obligated to backup any End User Information, and your End User Information may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your End User Information. End User Information is also subject to our Privacy Policy. If you are located in the European Economic Union, United Kingdom or Switzerland, or otherwise subject to the General Data Protection Regulation (GDPR), the processing of your End User Information is subject to our Data Processing Addendum (<https://getnametag.com/legal/dpa>).

You may delete your End User Information at any time, for any reason, by following the instructions through the Services; backup copies will be retained according to our then current policies.

2.5 End User Information Confidentiality

We will use reasonable efforts to maintain the confidentiality of all End User Information and have implemented industry appropriate security measures designed to protect it from unauthorized disclosure or access.

2.6 Enforcement

We reserve the right (but have no obligation) to review and verify any End User Information to enforce compliance with the terms of the Acceptable Use Policy and this EULA. Nametag, in our sole and absolute discretion, may take legal or other reasonable action including removing or modifying your End User Information, terminating this EULA pursuant to Section 7 (Term and Termination) and/or reporting you to law enforcement authorities for any violations therein.

2.7 Feedback

You may, at your election, provide us with suggestions, enhancement requests, recommendations, ideas, comments or other feedback regarding Nametag's products and services, including the Services ("Feedback"). Feedback is not considered End User Information. Feedback is voluntary and Nametag will treat any Feedback you provide us as non-confidential and non-proprietary. Nametag may use and fully exploit such Feedback in any manner we deem appropriate without obligation of any kind. You hereby assign to Nametag all rights, including all intellectual property rights, in and to your Feedback. You agree that you will not submit to Nametag any Feedback that you consider to be confidential or proprietary.

2.8 Aggregated Data

You grant Nametag a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit statistical and other de-identified, aggregated, and anonymized data derived from your use of the Services (the "Aggregated Data") for Nametag's business purposes, including the provision of products and services to our customers and improving the services, products, systems, or infrastructure of Nametag; provided the Aggregated Data is combined with similar data from our other users and does not include (directly or by inference) any information identifying you. The Aggregated Data shall not be considered End User Information or otherwise confidential.

3. Indemnification

You will indemnify, defend, and hold harmless Nametag and its officers, employees, successors, assigns, and agents) from and against any claim, demand, action, proceeding, judgment, damages, fine, sanction, expense, or liability (including attorney's fees and costs) made by any third party due to or arising out of (a) your use of the Services, (b) your violation of this EULA, (c) your violation of applicable laws or regulations or (d) your End User Information. Nametag reserves the right, at your

expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Nametag. Nametag will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

4. Third-Party Links; Other Users; Release

4.1. Third-Party Links

The Services may reference, display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (“Third Party Materials”). You acknowledge and agree, that Nametag has no control over and is not responsible for Third Party Materials. We cannot and do not guarantee, represent, or warrant that the Third Party Materials are accurate, legal, or inoffensive, nor do we endorse the content of any third-party site and such Third Party Material is provided solely as a convenience to you and you access and use such Third Party Material entirely at your own risk and subject to such third parties’ terms and conditions. Nametag does not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials.

4.2. Other Users

Each Service user is solely responsible for any and all of their own End User Information. Because we do not control End User Information, you acknowledge and agree that we are not responsible for any End User Information provided to you by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any End User Information. We also do not control what End User Information other Service users choose to make available to you. (See our Privacy Policy for more information on disclosing End User Information.) Your interactions with other Service users are solely between you and such users. You agree and acknowledge that Nametag is not responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

4.3 Release

You hereby waive any and all claims and damages, now known or later discovered, that you may have against Nametag and its suppliers/licensors arising out of your use of the Third Party Materials and any End User Information furnished by other Service users.

5. Disclaimers

The Services and any associated services are provided on an “as-is” and “as available” basis. To the maximum extent permitted by law, Nametag (and our licensors, suppliers or vendors) expressly disclaim any and all warranties and conditions of any kind, whether express, implied, or statutory, including but not limited to all warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We (and our licensors, suppliers or vendors) make no warranty that the Services (i) will meet your requirements; (ii) will be available on an uninterrupted, timely, secure, or error-free basis; (iii) will be accurate, reliable, free of viruses or other harmful code; (iv) will be complete, legal, or safe; or (v) that any defects will be corrected. No oral or written information or advice given by Nametag or any of its personnel or agents shall create any Nametag warranties or in any way increase the scope of Nametag’s obligations hereunder. Your sole and exclusive remedy, and our sole and exclusive liability, for any dissatisfaction with the Services will be to cease use of the Services.

If applicable law requires any warranties with respect to the Services, all such warranties are limited in duration to ninety (90) days from the Effective Date.

Nametag will have no liability for errors, unreliable operation, or other issues resulting from use of the Services on or in connection with rooted or jail broken devices or use on any mobile device that is not in conformance with the manufacturer’s original specifications, including use of modified versions of the operating system (collectively, “Modified Devices”). Use of the Services on Modified Devices will be at your sole and exclusive risk and liability.

Your wireless carrier, the manufacturer and retailer of your mobile device, the developer of the operating system for your mobile device, the operator of any application store, marketplace, or similar service through which you obtain the Services, and their respective affiliates, suppliers, and licensors (collectively, “Third Parties”) are not parties to this EULA and they do not own and are not responsible for the Services. Nametag, and not any Third Parties, is responsible for addressing any claims raised by you or any third party regarding the Services or your use or possession thereof, including claims related to product liability, legal or regulatory requirements, and consumer protection or similar legislation. You are responsible for complying with all application store and other applicable Third Party terms and conditions. **YOU AGREE (I) THE THIRD PARTIES**

DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (II) IN NO EVENT WILL THE THIRD PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) ARISING OUT OF THIS EULA OR THE SERVICES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (III) IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY THIRD PARTY FOR ALL CLAIMS (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) OF EVERY KIND WILL IN NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00); AND (IV) YOU WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST THE THIRD PARTIES ARISING OUT OF THE SERVICES AND THIS EULA. THE THIRD PARTIES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS EULA, CAPABLE OF DIRECTLY ENFORCING ITS TERMS. NOTHING CONTAINED IN THIS EULA WILL BE CONSTRUED AS MODIFYING OR AMENDING ANY AGREEMENTS OR OTHER TERMS BETWEEN YOU AND THE THIRD PARTIES WITH REGARD TO THEIR SUBJECT MATTER. In the event of any claim that the Services or your possession and use of the Services infringes a third party's intellectual property rights, the Third Parties are not responsible for the investigation, defense, settlement, or discharge of the infringement claim.

6. Limitation on Liability

To the maximum extent permitted by law, in no event shall Nametag (or our licensors, suppliers or vendors) be liable to you or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages which shall include, without limitation, damages for lost profits, lost data, costs of procurement of substitute products, personal injury, business interruption arising from or relating to this EULA or your use of, or inability to use, the Services or any other associated services, even if Nametag has been advised of the possibility of such damages. Access to, and use of, the Services is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system, or loss of data resulting therefrom. To the maximum extent permitted by law, notwithstanding anything to the contrary contained herein, our aggregate liability to you or any third party for any damages arising from or related to this EULA (for any cause whatsoever and regardless of the form of the action), will at all times be limited to a maximum of fifty US dollars (US\$50). The existence of more than one claim will not enlarge this limit. You agree that our licensors, suppliers and vendors will have no liability of any kind arising from or relating to this EULA or the Services.

The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and we would be unwilling to provide the Services without these allocations. The limitation of liability and types of damages stated in this EULA are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided for in this EULA fails of its essential purpose. For purpose of this Section, the term "Nametag" includes Nametag, and its officers, directors, employees, agents, representatives, affiliates, successors and assigns.

7. Term and Termination

This EULA will commence on the date you first access or use the Services (the "Effective Date") and will remain in full force and effect until it is terminated (the "Term") as provided in this Section. Nametag may immediately suspend or terminate this EULA and your license to use the Services at any time, for any reason, at our sole discretion, including for any use of the Services in violation of this EULA including the restrictions detailed in Section 1.2 (Certain Restrictions) herein. Upon any termination of this EULA, the license granted to in Section 1.1 (License) and any other rights to access and use the Services will automatically terminate and you will have no further right to possess or use the Services. You agree and acknowledge that the termination of this EULA may involve the deletion of your End User Information from our live databases. Nametag will not have any liability whatsoever to you for any termination of your rights under this EULA, including deletion of your End User Information. You may elect to terminate this EULA by permanently ceasing to use the Services and removing them, to the extent applicable, from your systems.

8. General

8.1. Amendments

We may revise or amend this EULA at any time. If we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes through our

Services. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to this EULA will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes through our Services. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the revised or amended EULA.

8.2. Dispute Resolution

Please read this Section 8.2 carefully. It contains procedures for mandatory binding arbitration and a class action waiver.

8.2.A. Applicability of Arbitration

Any controversy, claim or dispute (excluding claims for injunctive or other equitable relief as set forth below) arising out of or relating to this EULA, the Services, or the use of any product or service provided by Nametag that cannot be resolved informally or in small claims court shall be resolved by final binding arbitration on an individual basis under the terms of this Section 8.2 (Dispute Resolution). Unless otherwise agreed to, all arbitration proceedings shall be held in English. Section 8.2 (Dispute Resolution) applies to you and Nametag, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this EULA.

8.2.B. Notice Requirement and Informal Dispute Resolution

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Nametag should be sent to: 520 E Denny Way, Seattle, Washington 98122. After the Notice is received, you and Nametag may attempt to resolve the claim or dispute informally. If you and Nametag do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by either party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

8.2.C. Arbitration Rules

Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall mutually agree on an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this EULA. As applicable, the AAA Commercial Arbitration (Expedited Procedures) or Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration shall apply and are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator in Seattle, Washington. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Seattle, Washington, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that Nametag made to you prior to the initiation of arbitration, Nametag will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

8.2.D. Additional Rules for Non-Appearance Based Arbitration

If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

8.2.E. Time Limits

If you or Nametag pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

8.2.F. Authority of Arbitrator

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Nametag, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and this EULA. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Nametag.

8.2.G. Waiver of Class or Consolidated Actions

All claims and disputes within the scope of this arbitration agreement must be arbitrated or litigated on an individual basis and not on a class basis. Claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

8.2.H. Confidentiality

All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this EULA, to enforce an arbitration award, or to seek injunctive or equitable relief.

8.2.I. Right to Waive

Any or all of the rights and limitations set forth in this Section 8.2 (Dispute Resolution) may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 8.2 (Dispute Resolution).

8.2.J. Small Claims Court

Notwithstanding the foregoing, either you or Nametag may bring an individual action in small claims court.

8.2.K. Emergency Equitable Relief

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 8.2 (Dispute Resolution).

8.2.L. Claims Not Subject to Arbitration

Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Section 8.2.

8.3. Export

You acknowledge the Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree to comply with all applicable export laws and regulations.

8.4. Disclosures

Nametag is located at the address in Section 8.12 (Contact Information). If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

8.5. Electronic Communications

You agree and acknowledge, you and Nametag use electronic means for communication including but not limited to your acceptance of this agreement, your use of the Services, emails Nametag sends to you directly, and posted notices through the Services from Nametag. For contractual purposes, you (a) consent to receive communications from Nametag in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Nametag provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy writing. In particular, you may not object to the validity of this EULA because it was executed electronically. The foregoing does not affect your non-waivable rights.

8.6. Copyright and Trademark Information

Copyright © 2022 Nametag Inc. All rights reserved. All trademarks, logos and service marks ("Marks") displayed through our Services are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

8.7. U.S. Government Rights

The Services are commercial computer software as described in DFARS 252.227-7014(a)(1) and FAR 2.101. If acquired by or on behalf of any the Department of Defense or any component thereof, the U.S. Government acquires the Services and/or the accompanying commercial documentation subject to the terms of this EULA as specified in DFARS 227.7202-3, Rights in Commercial Computer Services or Commercial Computer Services Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires the Services and/or the accompanying commercial documentation subject to the terms of this EULA as specified in FAR 12.212, Computer Services.

8.8. Governing Law

Without regard to conflicts of law principles or statutes, this EULA shall be governed and construed in accordance with the laws of the State of Delaware.

8.9. Waiver of Jury Trial

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes shall be resolved by arbitration under Section 8.2 (Dispute Resolution). Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Nametag in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, you and Nametag waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

8.10. Venue / Jurisdiction

Subject to Section 8.2 (Dispute Resolution), in any circumstances where this EULA permits the parties to litigate in court, you hereby irrevocably and unconditionally consent to submit to the jurisdiction of the federal (if permitted by law and a party elects to file an action in federal court) or state courts located within State of Delaware for any litigation arising out of or relating to use of the Services (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the State of Delaware courts and agrees not to plead or claim in any Delaware court that such litigation brought therein has been brought in an inconvenient forum.

Subject only to Section 8.2 (Dispute Resolution), no action, regardless of form, arising out of this EULA, may be brought by you more than one (1) year after the cause of action has arisen.

8.11. Entire Agreement

This EULA constitutes the entire understanding and agreement between you and us regarding the use of the Services and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this agreement, all of which are merged in this EULA. This EULA shall not be modified, amended or in any way altered except as provided in Section 8.1 (Amendments) herein. Our failure to exercise or enforce any right or provision of this EULA shall not operate as a waiver of such right or provision. The section titles in this EULA are for convenience only and have no legal or contractual effect. The word "including" means "including without limitation". If any provision of this EULA is, for any reason, held to be

invalid or unenforceable pursuant to a judicial decree, the other provisions of this EULA will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. This EULA, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Nametag may freely assign any of its rights or obligations of this EULA as it deems appropriate. The terms and conditions set forth in this EULA shall be binding upon assignees. The following provisions shall survive any termination or expiration of this EULA: Section 2.5 (End User Information Confidentiality); Section 2.7 (Feedback); Section 2.8 (Aggregated Data); Section 3 (Indemnification), Section 6 (Limitation of Liability), Section 8.2 (Dispute Resolution); Section 8.3 (Export); Section 8.8 (Governing Law); Section 8.9 (Waiver of Jury Trial); Section 8.10 (Venue / Jurisdiction); Section 8.11 (Entire Agreement). IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.

8.12. Contact Information

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