

## TAGBOARD, INC. CUSTOMER TERMS OF SERVICE

**Effective Date: February 4, 2026**

### 1. Introduction

This Customer Terms of Service (the “**Customer Terms**”) describes your rights and responsibilities when using our interactive video graphics system and related services (collectively, the “**Services**”). These Customer Terms are incorporated by reference into any order form or ordering document executed by the parties that specifies the Services purchased, fees, and subscription term (each, an “**Order Form**”). Each Order Form may also incorporate by reference additional terms and policies, including without limitation our Privacy Policy, platform-specific addenda, Affiliate Participation Agreements, or other supplemental terms applicable to particular Services or activations. The Order Form, together with all terms and policies incorporated by reference into it (including these Customer Terms), form the binding contract (“**Contract**”) between Customer and Tagboard, Inc. (“**Tagboard**,” “**we**,” “**us**” or “**our**”). To the extent there is a conflict between these Customer Terms and any supplemental terms or platform-specific addenda, the supplemental terms or addenda will control solely with respect to the specific subject matter addressed therein, unless otherwise expressly stated. By using the Services, you consent to the collection, use, and disclosure of your personal information as described in our [Privacy Policy](#).

All references to “**you**” or “**your**” in these Customer Terms mean the person that registers for, accesses, or uses the Services as a Customer or Authorized User of the Customer (each as defined below). By executing an Order Form, each party represents and warrants that it has the full right, power, and authority to enter into the Contract and that the person executing the Order Form on behalf of such party has been duly authorized to bind that party to these Customer Terms.

Our Services are not intended for and may not be used by individuals under the age of 16. By accessing or using our Services, you represent and warrant that you are at least 16 years of age.

### 2. Customers, Authorized Users, and the Tagboard Services

A “**Customer**” is the organization or entity that enters into the Contract with Tagboard for access to the Services. Customer may designate individuals within its organization to access and use the Services. An “**Authorized User**” is an individual designated by Customer to access and use the Services on Customer’s behalf, including employees, contractors, or agents of Customer. Customer is responsible for all actions taken by its Authorized Users and obtaining all rights, permissions, or consents from Authorized Users that are necessary to grant the rights and licenses in the Contract. Customer must provide a copy of these Customer Terms to all Authorized Users and ensure that each Authorized User agrees to comply with these Customer Terms as a condition of accessing the Services. Customer will be solely responsible for any breach of these Customer Terms by its Authorized Users.

The Services are a cloud-based platform that enables Customers and their Authorized Users to create, manage, and display interactive graphics, real-time content, and audience engagement features for broadcast, digital, and live event productions. Services may include software applications, templates,

integrations with third-party platforms, professional support, and other features as described in the applicable Order Form or made available through the platform (collectively, the “**Services**”). “**Service Hours**” refers to professional services delivered by an assigned customer success manager for training, implementation, technical support, and strategy assistance.

### 3. Third Party Platforms and Content

Our Services aggregate and display generally unmoderated content from third-party platforms (“**Source Platforms**”), as well as other third-party websites and content not owned or controlled by Tagboard (collectively, “**Source Platform Content**”). We legally obtain Source Platform Content through application programming interfaces (APIs) and ingest only content marked as public on the Source Platforms.

The number, availability and features of Source Platforms may change from time to time, and we will notify Customers of changes that impact operational functions or content availability. However, Source Platforms are not our Services and we do not warrant, guarantee uptime, or support the Source Platforms themselves. Customer’s use of Source Platforms is governed solely by your agreement with the applicable third-party platform provider.

We have no control over, and assume no responsibility for, Source Platform Content, third-party websites, privacy policies, or practices of any Source Platform. Source Platform Content is provided to you “AS IS,” and we are not responsible for its accuracy, usefulness, safety, or intellectual property rights. You acknowledge that when using the Services, you may be exposed to Source Platform Content that is inaccurate, offensive, indecent, or objectionable.

By using the Services, to the maximum extent permitted by applicable law, you expressly release and waive any and all claims against Tagboard arising from Source Platform Content, your use of any third-party website, or your interactions with third parties. You agree to be aware when viewing Source Platform Content, or leaving Tagboard through third-party links, that you must read and follow the terms and policies of each website you visit.

We encourage you to review the terms and conditions of current Source Platforms linked to below. This list may not be complete as we incorporate additional Source Platforms:

- Facebook: <https://www.facebook.com/legal/terms>
- Instagram: <https://help.instagram.com/termsofuse>
- TikTok: <https://www.tiktok.com/legal/page/us/terms-of-service/en>
- X, formerly known as Twitter: <https://x.com/en/tos>
- YouTube: <https://www.youtube.com/t/terms>
- Threads: <https://help.instagram.com/769983657850450>
- Twitch: <https://legal.twitch.com/legal/terms-of-service/>

### 4. Ownership, Proprietary Rights, and Acceptable Use.

Tagboard does not claim ownership over any content that you post using the Services. With your permission (which may be given verbally), we may modify your content as necessary to optimize its performance within the Services. In addition, we may collect information, including personal data, from Customers, Authorized Users, and members of the general public or audience who interact with, view, or

submit content through the Services as enabled by Customer, but who are not Authorized Users of Customer (“**End Users**”).

Subject to the terms and conditions of the Contract, Customer grants Tagboard a worldwide, non-exclusive, limited term license to access, use, process, copy, distribute, perform, export and display any content, data, and materials provided by Customer (collectively, “**Customer Data**”) only as reasonably necessary (a) to provide, maintain and improve the Services; (b) to prevent or address service, security, support or technical issues; (c) as required by law; and (d) as expressly permitted in writing by Customer.

Customer represents and warrants that it has secured all rights in and to Customer Data and all Submitted Materials (as defined below) from its Authorized Users and End Users as may be necessary to grant the licenses set forth above and to enable Tagboard to provide the Services without violating any third-party rights. Additional discussion of data subject rights is in the Privacy Policy.

We own and will continue to own our Services, including all related intellectual property rights. We may make software components available, via app stores or other channels, as part of the Services. We grant to Customer a non-sublicensable, non-transferable, non-exclusive, limited license for Customer and its Authorized Users to use the object code version of these components, but solely as necessary to use the Services and in accordance with the Contract. All of our rights not expressly granted by this license are hereby retained.

### **a. Submitted Materials**

Unless specifically requested, Tagboard does not wish to receive any confidential or proprietary information from you via the Services. You remain fully responsible for all materials you submit, post, upload, or transmit to us through the Service (“**Submitted Material**”).

You agree to provide accurate, current, and complete information when using the Services, and to update such information to keep it accurate, current, and complete. You represent and warrant that you are using the Services for lawful purposes and that you have all rights necessary (including rights of privacy and rights of publicity) to authorize Tagboard to use Submitted Material as permitted by the license in this Section. Tagboard reserves the right to refuse service, cancel service orders, suspend accounts, or remove or edit content, in its sole discretion.

Specifically, you agree not to:

- Upload, post, or provide Submitted Material that Infringes on the copyright, trademark, patent or other intellectual property right of any third party;
- Upload, post, or provide Submitted Material that is false, misleading, libelous, defamatory, obscene, abusive, hateful or sexually explicit;
- Violates a third party’s right to privacy or publicity;
- Degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual orientation, disability or other classification;
- Use epithets or other language or material intended to intimidate or incite violence;
- Upload any virus, worm, Trojan Horse, time bomb or any other harmful program or component;

- Provide any commercial material or solicit any funds (charitable or commercial), perpetuate chain letters or pyramid schemes, promote commercial entities, or otherwise engage in commercial activity through the Services;
- Violate any applicable local, state, national or international law, or advocate illegal activity;
- Access the Services by any means other than through a commercially available webs browser or authorized application;
- Upload material that places unnecessary load so as to affect the performance of the Services, or Tagboard systems and equipment;
- Block access to, impair, damage or otherwise disable any of our servers;
- Attempt to gain unauthorized access to other user's accounts, computer systems, or networks through password mining, keystroke logging, hacking, or any other means; or
- Upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files, or any other material or software that may damage the operation of another computer.

All materials uploaded are subject to applicable federal, state, and international laws.

Tagboard does not control the Submitted Material and therefore does not guarantee its truthfulness, integrity, suitability, or quality. We do not endorse any Submitted Material and do not guarantee confidentiality with respect to any Submitted Material. Under no circumstances will Tagboard be liable for any Submitted Material made available through the Services, whether submitted by you or any third party.

## 5. Moderation and Curation Responsibilities

Unless otherwise specified in the Contract, Customer is solely responsible for all moderation and curation (selection for redisplay to online and to audiences) of content from Source Platforms. Tagboard reserves the right, but has no obligation, to moderate, curate, remove, or refuse to display any content that Tagboard determines, in its sole discretion, to be offensive, profane, disruptive, or otherwise damaging to Customer, Tagboard, or third parties.

## 6. Publicity

Customer grants Tagboard a non-exclusive, worldwide license to use Customer's company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential customers, subject to Customer's approval and standard trademark usage guidelines as provided to us from time to time.

Tagboard grants Customer a non-exclusive, worldwide license to publicly display and use the Services on Customer's digital properties and at live events, and to use Tagboard's trademarks and trade name, including on-screen and via presenter and/or voice-over call-outs, referring to the product as "Tagboard."

## 7. Payment Terms

For Customers that purchase our Services, fees are specified in the Order Form(s) and must be paid as specified. Payment obligations are non-cancelable and, except as expressly stated in the Contract, fees paid are non-refundable. Full payment must be received within thirty (30) days from the invoice date. Fees are stated exclusive of 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 (collectively, "Taxes"). Customer will be responsible for paying all Taxes associated with its purchases, except for those taxes based on our net income. Should any payment for the Services be subject to withholding tax by any government, Customer will reimburse us for such withholding tax.

Customer will keep its billing and contact information current at all times by notifying Tagboard of any changes. If any fees owed to us by Customer are thirty (30) days or more overdue, we may, without limiting our other rights and remedies, suspend or terminate the Customer's account.

## 8. Account Creation

Tagboard will create an initial password-protected account for Customer to access and use the Services. Customer may then create logins for its Authorized Users. All users agree to provide accurate, current, and complete information during the setup process, and to update such information as needed. Customer is responsible for maintaining the security of all account credentials, including Authorized User login credentials (including administrator credentials) and any Source Platform usernames and passwords used in connection with the Services. Customer accepts responsibility for all activities that occur under its Account and those of its Authorized Users.

## 9. Choosing to Be an Innovative Partner

Occasionally, we look for innovative partners to help us test new features. These features will be identified as "beta" or "labs" or words or phrases with similar meanings (each, a "**Beta Product**"). Beta Products may not be ready for prime time, so they are made available "as is," and any warranties or contractual commitments we make for other Services do not apply. Should Customer encounter any faults with our Beta Products, we would love to hear about them; our primary reason for running any beta programs is to iron out issues before making a new feature widely available.

## 10. Feedback Is Welcome

We value feedback from our customers and users. If you provide us with any feedback or suggestions regarding the Services, you grant Tagboard a non-exclusive, irrevocable, perpetual, worldwide, sublicensable, transferable, royalty-free license to use such feedback for any purpose without any obligation or compensation to you. We have no obligation to implement any particular feedback into our Services. Regardless of our decision, we value customer input and consider all feedback carefully.

## 11. Intellectual Property

This Services contain content that is protected by copyrights, trademarks, service marks, trade dress, patents, moral rights, or other proprietary rights under the intellectual property laws of the United States and other countries ("**Content**"), and these rights are valid and protected in all forms, media, and

technologies existing now and hereinafter developed. Unless otherwise provided in the Contract, Tagboard or its third-party licensors own all Content including, without limitation, all videos, text, graphics, user interfaces, visual interfaces, photographs, moving images, illustrations, files, templates, trademarks, logos, service marks, artwork, computer code, design, structure, selection, coordination, “look and feel” and arrangement of such Content.

## 12. Claims of Infringement

While Customer is primarily responsible for monitoring and moderating content, Tagboard maintains its own DMCA takedown procedures to address notices received directly by Tagboard and to preserve Tagboard’s safe harbor protections under the DMCA. In most cases, Tagboard will ask Customer to take direct action rather than intervene. However, Tagboard reserves the right to take action if, in our reasonable discretion, such action is necessary to address Tagboard’s own potential direct liability and stay within the bounds of the Digital Millennium Copyright Act’s (“**DMCA**”) safe harbor. Tagboard will provide Customer with prompt notice of any such action taken and an opportunity to respond before removing or disabling access to Customer’s content, except where immediate action is required by law or to prevent imminent harm.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Tagboard’s copyright agent (as designated below) a written notice (the “**DMCA Notice**”) that includes all of the written information specified below. Please note that this procedure is exclusively for notifying Tagboard that your copyrighted material has been infringed and does not constitute legal advice. Tagboard reserves the right to reject any DMCA Notice that does not comply with the requirements of 17 U.S.C. § 512(c)(3) or that Tagboard determines, in its reasonable judgment, to be incomplete, fraudulent, or submitted in bad faith. The DMCA Notice must include the following:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on our website or Services;
- Your address, telephone number, and email address;
- A statement by you that you have a good-faith belief that the disputed use is unauthorized by the copyright owner, its agent, and/or the law;
- A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Tagboard’s Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Copyright Agent  
Tagboard, Inc.  
8201 164<sup>th</sup> Street NE  
Suite 200  
Redmond, WA 98052  
Email: support@tagboard.com

Tagboard may also accept DMCA Notices through any electronic submission process made available through the Services or Tagboard's website. Any person submitting a DMCA Notice acknowledges that misrepresentations in the DMCA Notice may subject them to liability under 17 U.S.C. § 512(f) for damages, costs, and attorneys' fees. Tagboard reserves all rights to seek such remedies against parties who submit false or fraudulent DMCA Notices.

Upon receipt of a valid DMCA Notice, Tagboard may remove or disable access to the allegedly infringing material and will take reasonable steps to notify the Customer. Tagboard may also provide the DMCA Notice to the Customer or the alleged infringer. The Customer or alleged infringer may submit a counter-notification pursuant to 17 U.S.C. § 512(g)(3) if they believe the material was removed or disabled as a result of mistake or misidentification.

Tagboard's response to DMCA Notices does not constitute an admission that any content is infringing, nor does it waive any defenses available to Tagboard or Customer. Tagboard reserves the right to terminate accounts of repeat infringers in accordance with 17 U.S.C. § 512(i).

## 13. Indemnification

### a. Our Indemnification of Customer

We will defend Customer from and against any and all third party claims, actions, suits, proceedings, and demands alleging that the use of the Services as permitted under the Contract infringes or misappropriates a third party's intellectual property rights (a "**Claim Against Customer**"). We will indemnify Customer from and against: (i) all reasonable attorney's fees and costs incurred in defending a Claim Against Customer; (ii) damages and other costs finally awarded against Customer in connection with a Claim Against Customer; and (iii) amounts paid by Customer under a settlement we approve in connection with a Claim Against Customer.

However, we will have no liability if a Claim Against Customer arises from (a) Customer Data or any third-party products, services, or content not provided by Tagboard; (b) any modification, combination or development of the Services performed by or on behalf of Customer (i.e., that is not performed by us), including in the use of any application programming interface (API); or (c) any use of the Services by Customer that violates these Customer Terms or the Contract.

Customer must provide us with prompt written notice of any Claim Against Customer and allow us to assume the exclusive defense and control, and cooperate with any reasonable requests assisting our defense and settlement of such matter. This section states our sole liability with respect to, and Customer's exclusive remedy against us for, any Claim Against Customer.

### b. Customer's Indemnification of Us

Customer will defend Tagboard and its affiliates, related entities, divisions, subsidiaries, parent companies, officers, directors, employees, and agents (collectively, the "**Tagboard Indemnified Parties**") from and against any and all third party claims, actions, suits, proceedings, and demands arising from or related to Customer's, any Authorized Users', or any End Users': (i) use of and access to the Services, (ii)

submission of Customer Data or Submitted Materials; (iii) use of Source Platform Content; (iv) violation of any third party right, including copyright, trademark, trade secret, or privacy right; (v) Customer's violation of the Contract, or (vi) your correspondence or business dealings with third parties accessed through the Services (collectively, a "**Claim Against Us**"). You will indemnify Tagboard from and against: (i) all reasonable attorney's fees and costs incurred in defending a Claim Against Us; (ii) damages and other costs finally awarded against Tagboard in connection with a Claim Against Us; and (iii) amounts paid by Tagboard under a settlement we approve in connection with a Claim Against Us.

However, Customer will have no obligation under this Section to the extent a Claim Against Us arises solely from Tagboard's breach of the Contract or Tagboard's gross negligence or willful misconduct.

Tagboard will provide Customer with prompt written notice of any Claim Against Us and allow Customer to assume the exclusive defense and control, and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter.

### **c. Limitations On Indemnifications**

Notwithstanding anything contained in the two preceding sections, (a) an indemnified party will always be free to choose its own counsel if it pays for the cost of such counsel; and (b) no settlement may be entered into by an indemnifying party, without the express written consent of the indemnified parties (such consent not to be unreasonably withheld), if (i) the third party asserting the claim is a government agency, (ii) the settlement arguably involves the making of admissions by the indemnified parties, (iii) the settlement does not include a full release of liability for the indemnified parties, or (iv) the settlement includes terms other than a full release of liability for the indemnified parties and the payment of money.

## **14. Disclaimers**

YOUR USE OF THE SERVICES IS AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE OPERATION OF THE SERVICES OR THE INFORMATION, MATERIALS, OR GOODS APPEARING OR OFFERED ON THE SERVICES OR VIA OUR INTERACTIVE FEATURES, ALL OF WHICH ARE PROVIDED "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY (1) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (2) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OR ANY RIGHT OF PRIVACY; (3) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICES; (4) WARRANTIES RELATING TO THE COMPLETENESS, ACCURACY, RELIABILITY, CORRECTNESS OR CURRENCY OF ANY INFORMATION ON THIS WEBSITE OR OTHERWISE BY US; (5) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY US OR ANY THIRD PARTY; AND (6) WARRANTIES OF TITLE. FURTHER, TAGBOARD DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, THAT THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, ACCURATE, COMPLETE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## 15. Limitation of Liabilities

TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL TAGBOARD (OR ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, SUBSIDIARIES, RELATED ENTITIES, JOINT VENTURES AND EMPLOYEES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICES) BE LIABLE FOR DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE CUSTOMER TERMS, THE USE OR INABILITY TO USE THE SERVICES, OR CONTENT INCLUDING ANY LOSS OF REVENUE, PROFITS, OR DATA OR BUSINESS INTERRUPTION, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY, AND EVEN IF TAGBOARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL TAGBOARD'S AGGREGATE LIABILITY (OR THE AGGREGATE LIABILITY OF ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, SUBSIDIARIES, RELATED ENTITIES, JOINT VENTURES AND EMPLOYEES) ARISING OUT OF OR IN CONNECTION WITH THESE CUSTOMER TERMS, THE WEBSITE, OR THE SERVICES (WHETHER IN CONTRACT, TORT NEGLIGENCE, WARRANTY OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT PAID FOR THE SERVICES IN THE PRIOR TWELVE (12) MONTHS. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE "PAYMENT TERMS" SECTION ABOVE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TAGBOARD DISCLAIMS ALL LIABILITY OF ANY KIND ARISING FROM THE UNAUTHORIZED ACCESS TO OR USE OF YOUR INFORMATION. THE LIMITATIONS UNDER THIS "LIMITATION OF LIABILITIES" SECTION APPLY WITH RESPECT TO ALL LEGAL THEORIES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW. THE PROVISIONS OF THIS "LIMITATION OF LIABILITIES" SECTION ALLOCATE THE RISKS UNDER THIS CONTRACT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS CONTRACT AND THE PRICING FOR THE SERVICES. IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR SOLE REMEDY IS TO STOP USING THE SERVICES.

## 16. Release of Third Party Claims

If you have a dispute with any third party arising out of or relating to the Services, you release Tagboard (and its officers, directors, affiliates, agents, subsidiaries, joint ventures, and employees) from claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

To the extent California law applies, you expressly waive all rights under Section 1542 of the California Civil Code, which provides: 'A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.' You acknowledge that you may later discover facts different from or in addition to those you now know or believe to be true with respect to such released claims, and you agree that the releases given in these Customer Terms will remain effective in all respects, notwithstanding different or additional facts.

## **17. Term and Termination**

As further described below, a subscription continues until terminated or may have a term that may expire or be terminated. The Contract remains effective until all subscriptions ordered under the Contract have expired or been terminated or the Contract itself terminates. Termination of the Contract will terminate all subscriptions and all Order Forms.

### **a. Auto-Renewal**

Unless an Order Form says something different, (a) all subscriptions automatically renew (without the need to execute a renewal Order Form) for additional periods equal to one (1) year; and (b) the per-unit pricing for equivalent products and services during any automatic renewal term may increase by a maximum of 6% over the immediately prior term. In the event of such increase, we will notify Customer of changes at least sixty (60) days before the end of a subscription. Either party can give the other notice of non-renewal at least thirty (30) days before the end of a subscription term to stop the subscriptions from automatically renewing.

### **b. Termination for Cause**

We or Customer may terminate the Contract on notice to the other party if the other party materially breaches the Contract and such breach is not cured within thirty (30) calendar days after the non-breaching party provides written notice of the breach. Customer is responsible for its Authorized Users, including for any breaches of the Contract caused by its Authorized Users. We may terminate the Contract immediately on notice to Customer if we reasonably believe that the Services are being used by Customer or its Authorized Users in violation of applicable law.

### **c. Effect of Termination**

Upon termination or expiration of the Contract, Tagboard may immediately terminate or suspend all Customer and Authorized User accounts and access to the Services. Upon any termination for cause by Customer, we will refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by us, all unpaid fees for the remainder of the term of all subscriptions shall immediately become due and payable. In no event will any termination relieve Customer of the obligation to pay any fees payable to us for the period prior to the effective date of termination.

## **18. Waiver**

No failure or delay by either Party in exercising any right under the Customer Terms will constitute a waiver of that right. No waiver under the Contract will be effective unless made in writing and signed by an authorized representative of the Party being deemed to have granted the Waiver.

## **19. Severability**

If any provision of these Customer Terms is held in whole or in part to be invalid, void, or unenforceable in any jurisdiction for any reason, the remainder of that provision and of all other documents comprising the Contract will be severable and remain in full force and effect.

## 20. Applicable Law; Jurisdiction

These Customer Terms will be governed by the laws of the United States and the State of Washington, as applicable, without resort to any conflict of laws provisions. By using the Services, you waive any claims that may arise under the laws of other countries or territories.

## 21. Dispute Resolution; Class Action and Jury Trial Waiver

With respect to any and all disputes arising out of or in connection with the Services or these Customer Terms, Tagboard and you agree to first negotiate in good faith and undertake reasonable efforts to cooperate with one another in order to achieve a mutually satisfactory resolution.

If you and Tagboard do not resolve any dispute by informal negotiation within 60 days, then either of the parties may, by notice to the other, demand mediation in Seattle, Washington under the supervision of a mutually agreed-upon neutral mediator or mediation service. If the parties cannot agree on a mediator or mediation service within 14 days of the mediation demand, either party may apply to the Superior Court of King Count to appoint a mediator, considering factors such as neutrality, qualifications, fees and availability to ensure the selection of an impartial and competent mediator. Once appointed, the mediator is deemed to have been selected by the parties, and the first mediation session must occur within 21 days of the appointment. The expenses of the mediation will be shared equally by the parties unless the parties agree otherwise in writing. If settlement is not reached within 90 days after service of a written demand for mediation (which can be extended with the agreement of both parties in writing), either party may pursue its available remedies in court.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis and neither you nor Tagboard will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties affected by the proceedings.

TO THE EXTENT PERMITTED BY LAW, BOTH YOU AND TAGBOARD HEREBY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE CUSTOMER TERMS OR THE SERVICES. Subject to the mediation requirements set forth above, any disputes shall be filed only in the state and federal courts located in King County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts. The prevailing party in any such action may be awarded its reasonable attorneys' fees and costs.

## 22. Entire Agreement

The Contract, including these Customer Terms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Without limiting the foregoing, the Contract supersedes the terms of any online agreement electronically accepted by Customer or any Authorized Users. To the extent there is any conflict or inconsistency between the documents comprising the Contract, the following order of precedence applies: (1) the applicable Order Form, (2) these Customer Terms, (3) any platform-specific addenda or supplemental terms expressly referenced in the Order Form, and (4) any other policies or documents incorporated by reference. Customer may submit purchase orders or other ordering documents to Tagboard, but any additional or conflicting terms and conditions included in such Customer

procurement documents are expressly rejected and will not become part of the Contract unless incorporated into the Contract by reference in a writing signed by both parties. Only Order Forms executed by both parties, together with these Customer Terms and documents expressly incorporated by reference into an Order Form, will govern the parties' relationship.

### **23. Assignment**

Neither party may assign this Contract without the prior written consent of the other party, except that either party may assign this Contract without consent in connection with a merger, acquisition, reorganization, or sale of all, or substantially all, of its assets to an entity that assumes the assigning party's obligations under this Contract. Any attempted assignment in violation of this section will be void and of no effect. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

### **24. General**

The Parties are independent contractors. Nothing in the Contract constitutes a partnership or joint venture between you and Tagboard. There are no third-party beneficiaries to the Contract.

Neither party will be liable for any failure or delay in performance under this Contract (except for payment obligations) due to causes beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, war, epidemics, pandemics, government actions, internet or utility failures, or denial of service attacks.

This Contract may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Electronic signatures, including signatures obtained through electronic signature services, will have the same legal effect as original signatures.

No failure by either party to act with respect to a breach by the other party or third-parties will waive the party's right to act with respect to subsequent or similar breaches. The following sections will survive any termination or expiration of this Contract: Section 4 (Ownership, Proprietary Rights, and Acceptable Use), Section 7 (Payment Terms), Section 10 (Feedback is Welcome), Section 11 (Intellectual Property), Section 12 (Claims of Infringement), Section 13 (Indemnification), Section 14 (Disclaimers), Section 15 (Limitation of Liabilities), Section 16 (Release of Third Party Claims), Section 18 (Waiver), Section 19 (Severability), Section 20 (Applicable Law; Jurisdiction), Section 21 (Dispute Resolution; Class Action and Jury Trial Waiver), Section 22 (Entire Agreement), Section 23 (Assignment), and Section 24 (General). In addition, any provision that by its nature is intended to survive termination or expiration of the Contract will so survive.

Customer agrees to comply with all applicable export control laws and regulations, including but not limited to, the U.S. Export Administration Regulations. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed goods or services, and that Customer is not listed on any U.S. government list of prohibited or restricted parties. Customer will not permit access to or use of the Services by any person or entity in violation of any U.S. export embargo, prohibition, or restriction.

## 25. Contact Us

If you have questions about these Customer Terms or the Services, you may contact us as follows:

Tagboard, Inc.  
8201 164TH AVE NE STE 200 PMB 2001  
REDMOND, WA 98052-761

**Email:** [support@tagboard.com](mailto:support@tagboard.com)

**Web:** [Customer Portal](#)

By using the Services, you agree that we may communicate with you electronically regarding your use of the Services and that any notices, agreements, disclosures or other communications that Tagboard sends to you electronically will satisfy any legal communication requirements including any requirement that the communications be in writing. To withdraw your consent from receiving electronic notices, please notify us at [support@tagboard.com](mailto:support@tagboard.com).

Except as otherwise set forth herein, all notices under the Contract will be by email. Notices to Tagboard will be sent to [support@tagboard.com](mailto:support@tagboard.com), except for legal notices, such as notices of termination or an indemnifiable claim, which must be sent to [legal@tagboard.com](mailto:legal@tagboard.com). Notices will be deemed to have been duly given (a) the day after they are sent, in the case of notices through email; and (b) the same day, in the case of notices through the Services.