

MAKUSAFE USER LICENSE AGREEMENT
VERSION 4.1
December 18, 2024

General

This MakuSafe User License Agreement (this “Agreement”) is made between MakuSafe Corp., an Iowa corporation, with offices at 1201 Maple Street, West Des Moines, Iowa 50265, and the “Customer” named in the Order Form that references this Agreement (“You”). By entering into such Order Form, or accessing or otherwise using the System, You acknowledge that You have read this Agreement, understand it, and agree to be bound by its terms and conditions. Any access or use of the System shall be deemed acceptance of this Agreement.

Scope of Agreement

MakuSafe has, or will, provide You certain devices, accompanying equipment and cabling, which may include, but are not limited to, MakuSafe’s base stations, wearable devices, holsters for wearable devices, and/or Interact devices (collectively, “Equipment”), software incorporated into the Equipment (“Software”), accompanying online materials describing the functionality, components, features, or requirements of the System (“Documentation”), and MakuSafe’s proprietary platform MakuSmart® (“Service”), that together make up the system (collectively, the “System”). MakuSafe may also sell to You certain consumables, such as armbands, in connection with the System. This Agreement sets forth the terms and conditions under which You may use the System.

Access and Use of the System

MakuSafe grants You a non-exclusive, non-transferable, non-sublicensable right to access and use the System during the Initial Term and any Renewal Term of the applicable Order Form, solely for Your internal business purposes. Only Your employees, consultants, contractors, and agents who You have authorized to access and use the Service and for whom You have purchased access to the Service (“Authorized Users”) may access the Service. MakuSafe will provide one or more user name(s) and password(s) (“Access Credentials”) to You that are personal to individual Authorized Users. MakuSafe reserves the right, in its sole discretion, to make any changes and improvements to the System at any time.

Use Restrictions

You shall not: (a) copy, modify, or create derivative works or improvements of the System; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any part of the System; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Service or Software, in whole or in part; (d) bypass or breach any security device or protection used by the Service or Software or access or use the Service other than by an Authorized User through the use of his or her own then-valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the System any information or materials that are unlawful or injurious, or contain, transmit, or activate any malicious or harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the System; (g) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any part of the System, including any copy thereof; (h) access or use the System in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law; or (i) access or use the System for purposes of competitive analysis of the System, the development, provision, or use of a competing software service or product or any other purpose that is to MakuSafe’s detriment or commercial disadvantage.

If You become aware of any actual or threatened activity prohibited by this Agreement or the Documentation, You shall immediately: take all reasonable and lawful measures to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing unauthorized access to the System and permanently erasing from Your systems and destroying any data to which You may have gained unauthorized access; and notify MakuSafe of any such actual or threatened activity.

Equipment; Installation

The Equipment is being sold, not leased, to You, subject to the terms and conditions of this Agreement. For the avoidance of doubt, the Software is *not* sold to You, but is licensed to You as part of the System as provided above, and Your use of the Software is limited as provided above with respect to the System generally. Upon payment in full of all Fees for the System, the Equipment will be owned by You, but You will only be able to use the Equipment in connection with the Service and subject to all of the terms of the Documentation and the terms of this Agreement, all of which remain applicable to You and the Equipment. Except as provided below, You shall be solely responsible for repairing and replacing the Equipment. Subject to your continued payment of all Fees related to your use of the System, MakuSafe warrants that the Equipment will operate materially in accordance with the specific Documentation applicable to the Equipment for a period of 36 months after the initial installation of such Equipment (the "Installation Date"). If the Equipment fails such warranty, You notify MakuSafe of such failure with reasonable particularity during the 36-month period, and such failure has not been caused by Your or Your personnel's non-compliance with this Agreement or the Documentation, or Your or Your personnel's negligence or more culpable conduct, then MakuSafe will within a reasonable time after You have so notified MakuSafe, repair or replace the applicable Equipment. Repair or replacement as provided above is MakuSafe's sole liability, and Your sole and exclusive remedy, with respect to the Equipment. The warranty period for any repaired or replacement Equipment runs only from the Installation Date of the original Equipment that is the subject of repair or replacement. Upon termination of the applicable Order Form, You will not be obligated to return the Equipment to MakuSafe, but You will not be able to use the Equipment after termination of an Order Form unless You license the System in the future. Even after termination of an Order Form or this Agreement, the Equipment continues to be part of the System and continues to be subject to the terms of this Agreement and the Documentation.

You must operate each item of Equipment in accordance with the Documentation and otherwise with reasonable care. You must not remove any labels or deface any markings on or affixed to the Equipment. You acknowledge that MakuSafe reserves the right to make any changes and improvements to the Equipment and other components of the System at any time, and that such changes or improvements may adversely affect how the Equipment operates with the remainder of the System. The Equipment may become obsolete after expiration of its warranty period, in which case You would need to purchase further Equipment to access the Service.

System Ownership

Except for the ownership of the Equipment as noted above, MakuSafe is the sole and exclusive owner, and will retain all right, title, and interest in and to the System.

All design elements of the System, including but not limited to the design, text, graphics, interfaces, and the selection and arrangement thereof, are protected by copyrights, trademarks or patents owned by MakuSafe.

MakuSafe has a royalty-free, worldwide, perpetual license to use or incorporate into the System any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You relating to the System.

Data

Except as provided below, You are the owner of Your Data. "Your Data" means information and data that You manually input into the Service, such as typing information into the Service, and information and data collected by the Equipment and delivered to the Service. Your Data excludes Usage Data and Aggregated Data. You hereby grant to MakuSafe a perpetual, unlimited, irrevocable, worldwide, fully-paid, non-terminable, assignable, transferable and sublicensable right and license to use, access and process Your Data in order for MakuSafe to provide you the System, to improve the System, and to create derivative works.

MakuSafe is the sole and exclusive owner of Usage Data and Aggregated Data. "Usage Data" means data and information collected automatically as you navigate or otherwise use the System. "Aggregated Data" means Your Data that has been aggregated with data or information of other MakuSafe customers.

Privacy and Security

Your use of the System is subject to MakuSafe's privacy and security policy, as amended from time to time. These policies are available at <https://makusafe.com/privacy-policy/> and <https://makusafe.com/security-policy/>.

Fees and Payment

You must pay MakuSafe or its designated Billing Agent the Fees in accordance with the terms set forth in an Order Form.

MakuSafe reserves the right to negotiate an increase in Fees prior to the commencement of any Renewal Term.

Term and Termination

The initial term of any Order Form (with respect to such Order Form, the "Initial Term") shall be as set forth in the Order Form. Unless otherwise expressly provided in an Order Form, each Order Form will automatically renew for successive one-year terms (each, a "Renewal Term") unless either party gives the other party written notice of non-renewal at least 30 days prior to the expiration of the then-current Initial Term or Renewal Term (in which case the Order Form shall terminate at the end of such then-current Initial Term or Renewal Term).

This Agreement will terminate upon the expiration or termination of all Order Forms under this Agreement, or an express termination of this Agreement as provided herein. An express termination of this Agreement as provided herein will terminate all outstanding Order Forms.

In addition to any other suspension or termination right set forth elsewhere in this Agreement: (1) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and (2) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party becomes insolvent or is generally unable to pay its debts as they come due.

Upon any expiration or termination of an Order Form, except as expressly otherwise provided in this Agreement, all rights and licenses granted to You under the Order Form will immediately terminate. MakuSafe may suspend, terminate, or otherwise deny You, any Authorized User's, or any other person's access to or use of all or any part of the System, without incurring any resulting obligation or liability.

Unless You have paid all Fees for the Equipment, upon any expiration or termination of an Order Form, You must allow access to MakuSafe to uninstall and remove all Equipment, and if any Equipment is damaged, missing or not otherwise returned in the same condition in which it was originally provided, ordinary wear and tear excepted, MakuSafe may, in its discretion, charge You for such Equipment.

Disclaimer

EXCEPT FOR THE EXPRESS WARRANTY IN THE "EQUIPMENT; INSTALLATION" SECTION OF THIS AGREEMENT THAT IS APPLICABLE TO YOUR ORDER FORM, THE SYSTEM IS PROVIDED "AS IS." MAKUSAFE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, MAKUSAFE MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

ANY USE OF THE SYSTEM IS AT YOUR SOLE RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT THE EQUIPMENT AND THE OTHER COMPONENTS OF THE SYSTEM ARE NOT LIFESAVING EQUIPMENT OR MEDICAL DEVICES, AND ARE NOT INTENDED FOR USE IN THE DIAGNOSIS OF SPECIFIC DISEASES OR MEDICAL CONDITIONS, OR IN THEIR CURE, MITIGATION, TREATMENT OR PREVENTION. THE SYSTEM IS NOT DESIGNED TO PREVENT ANY TYPE OF DISEASE, ILLNESS, MEDICAL CONDITION, ACCIDENT OR INJURY AND YOU ACKNOWLEDGE THAT SUCH MATTERS AND SUCH EVENTS MAY NOT BE DETECTED BY THE EQUIPMENT OR OTHER COMPONENTS OF THE SYSTEM. MAKUSAFE IS NOT LIABLE FOR ANY DISEASE, ILLNESS, MEDICAL CONDITION, ACCIDENT OR INJURY THAT OCCURS, ARISES, RESULTS, EXACERBATES OR SPREADS DURING OR IN CONNECTION WITH THE USE OF THE EQUIPMENT OR THE OTHER COMPONENTS OF THE SYSTEM. NEITHER THE EQUIPMENT NOR THE OTHER COMPONENTS OF THE SYSTEM HAVE BEEN CERTIFIED OR APPROVED FOR USE BY ANY GOVERNMENTAL AUTHORITY OR OTHER THIRD PARTY.

IN ADDITION, MAKUSAFE SHALL NOT BE LIABLE FOR ANY ACTION, OR FAILURE TO TAKE ANY ACTION, BY YOU BASED ON YOUR USE OF OR YOUR INABILITY TO USE THE EQUIPMENT OR OTHER COMPONENTS OF THE SYSTEM OR BASED ON ANY DATA OR INFORMATION OBTAINED, OR NOT OBTAINED, FROM THE SYSTEM.

THE SYSTEM IS NOT A REPLACEMENT FOR MEDICAL ADVICE OR 911 OR ANY OTHER PUBLIC EMERGENCY SERVICES. IF ANY PERSON IS IN IMMEDIATE DANGER OR APPEARS TO HAVE A DISEASE, ILLNESS OR MEDICAL CONDITION OR APPEARS TO HAVE SUFFERED AN ACCIDENT OR INJURY, CALL 911 AND/OR THE APPROPRIATE MEDICAL PROFESSIONALS OR AUTHORITIES IMMEDIATELY AND DO NOT RELY ON THE SYSTEM.

Indemnification

MakuSafe shall defend, indemnify and hold You harmless from and against any and all losses, claims, costs or expenses, including reasonable attorneys' fees (collectively, "**Losses**") incurred by You resulting from any legal proceeding commenced by a third party (other than an affiliate of You) alleging that Your use of the System (excluding, in all events, Your Data and Third-Party Materials) in accordance with this Agreement and the Documentation infringes or misappropriates such third party's patents, copyrights, or trade secrets in the United States (an "**Infringement Claim**"). The foregoing obligation does not apply if the alleged infringement arises from: (a) Third-Party Materials or Your Data; (b) access to or use of the

System in combination with any hardware, system, software, network, or other materials or service not provided by MakuSafe; (c) modification of the System other than by or on behalf of MakuSafe; (d) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to You by or on behalf of MakuSafe; or (e) improper or unauthorized use of or access to the System.

You shall indemnify and hold MakuSafe harmless from and against any and all Losses incurred by MakuSafe resulting from any legal proceeding commenced by a third party (other than an affiliate of MakuSafe) that arise out of or result from, or are alleged to arise out of or result from: (a) Your Data, including any processing of Your Data by or on behalf of MakuSafe in accordance with this Agreement; or (b) Your use of the System (other than an Infringement Claim for which MakuSafe is required to indemnify You under the foregoing Section).

If any portion of the System is, or in MakuSafe's opinion is likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party intellectual property right, or if Your or any Authorized User's use of the System is enjoined or threatened to be enjoined, MakuSafe may, at its option and sole cost and expense: (1) obtain the right for You to continue to use the System; (2) modify or replace the System, in whole or in part, to seek to make the System (as so modified or replaced) non-infringing; or (3) by written notice to You, terminate this Agreement with respect to all or part of the System, and require You to immediately cease any use of the System or any specified part or feature thereof, provided that if such termination occurs during the Initial Term of the applicable Order Form, subject to Your compliance with Your post-termination obligations set forth in this Agreement, MakuSafe will provide a payment to You equal to a pro-rata share of the prepaid Fees for the System based on the portion of the Initial Term of such Order Form that has been consumed.

THIS SECTION SETS FORTH YOUR SOLE REMEDIES AND MAKUSAFE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SYSTEM OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

Limitation of Liability

IN NO EVENT WILL MAKUSAFE OR ANY OF ITS LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SYSTEM; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF MAKUSAFE AND ITS LICENSORS, SERVICE PROVIDERS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO TIMES THE FEES PAID TO MAKUSAFE UNDER THE ORDER FORM UNDER WHICH THE CLAIM AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

General Provisions

Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Export Compliance. You acknowledge and agree that the System is subject to all applicable export control laws and regulations, including, without limitation, those of the United States. You must strictly comply with all applicable export control laws and regulations related to the System. You must fully cooperate with MakuSafe in securing any export licenses and authorizations required under applicable export control laws and regulations. You agree that You must not, and must cause Your representatives, employees, agents, contractors and customers to agree not to, export, reexport, divert, release, transfer, or disclose any portion of the System, or any direct product thereof, to any prohibited or restricted destination, end-use or end-user, except in accordance with all relevant export control laws and regulations. You must make Your records available to MakuSafe upon reasonable request to permit MakuSafe to confirm Your compliance with Your obligations as set forth in this Section.

Commercial Computer Software. The System and related modifications were fully developed at private expense and are commercial computer software as defined in FAR 2.101. Any related documentation, technical data, or services are also commercial. In accordance with FAR 12.212 and DFARS 227.7202, all rights conferred in the System, related documentation, technical data, services, or any deliverable to the United States Government are specified in this Agreement. All other uses are prohibited and no ownership rights are conferred.

Notices. Any notice or other communication under this Agreement shall be addressed to a party at its address set forth in the latest Order Form between the parties (or to such other address or such other person that such party may designate from time to time in accordance with this Section). Notices sent in accordance with the above will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) 1 day after dispatch, if sent by a nationally recognized overnight courier; and (c) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. E-mail notices permitted under this Agreement will be deemed effectively given when sent.

Entire Agreement. This Agreement, together with any existing Confidentiality Agreement, Order Forms and the policies and other web-linked terms referenced herein, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. To the extent there is a conflict between this Agreement and any additional or inconsistent terms, including any pre-printed terms on a customer purchase order, the terms of this Agreement shall prevail, unless expressly stated otherwise.

Assignment. You shall not assign or otherwise transfer any of Your rights, or delegate or otherwise transfer any of Your obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without MakuSafe's prior written consent.

Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades, pandemic or epidemic, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, failure of suppliers, passage of law or any action taken by a governmental or public authority, including imposing an embargo, tariff, export or import

restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Amendment and Modification; Waiver. MakuSafe may amend or restate this Agreement and any of the policies and other web-linked terms referenced herein at any time by providing an e-mail notice to You that (i) contains such amended or restated document or provision as an attachment, (ii) provides access to such amended or restated document or provision as a link, or (iii) otherwise notifies You of the URL or other location where such amended or restated document or provision can be viewed or retrieved. You have no right to amend this Agreement except in a writing signed by an authorized representative of MakuSafe. No waiver by MakuSafe of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by MakuSafe. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Iowa without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Iowa.

Dispute Resolution (United States). If You are an entity organized within the United States, You are an individual who resides within the United States, or a court of competent jurisdiction or an arbitrator determines that the following paragraph is invalid or unenforceable with respect to a Dispute, then this paragraph shall control over the following paragraph: Any legal suit, action, or proceeding arising out of or related to this Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Iowa in each case located in Des Moines, Iowa, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address for notices as set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Dispute Resolution (Other). If You are entity organized outside of the United States or You are an individual who resides outside of the United States, then this paragraph shall control: In the event of any controversy or claim arising out of or relating to this Agreement, or the breach hereof (each a "Dispute"), the parties agree to first attempt to resolve the Dispute in good faith by direct negotiation. If direct negotiation of such Dispute is not successful within thirty (30) days of one party notifying the other party of a Dispute, either party may submit such Dispute to arbitration through the American Arbitration Association ("AAA") as described in this paragraph. Other than the direct negotiation process set forth above, arbitration through the AAA shall be the sole and exclusive method of resolving any Disputes between the parties. Arbitrations under this paragraph shall be conducted by a single arbitrator in accordance with the following: (i) the arbitration will be governed by the Federal Arbitration Act; (ii) the AAA's Commercial Arbitration Rules (the "Rules") will apply, except that the provisions of this Agreement

will control over the Rules; (iii) the arbitrator will be selected from the AAA's National Roster of Arbitrators in accordance with Rule R-12 of the Rules; (iv) the Expedited Procedures under R-1 of the Rules shall apply if the monetary value of the Dispute as described in the Demand for Arbitration is less than or equal to \$250,000; (v) the parties may make motion(s) for summary adjudication; (vi) the fees and expenses of the arbitrator and for the administration of the arbitration shall be paid equally by the parties, but the parties will otherwise bear their respective costs incurred in connection with the arbitration; (vii) the arbitration shall be conducted in English; (viii) the location of any arbitration proceeding will be in Polk County, Iowa; and (ix) the arbitrator is required to issue an award and a separate written decision which summarizes the reasoning and legal basis for the award. Any award or decision issued in connection with an arbitration under this paragraph shall be final and binding on all parties and shall not be appealable. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Any arbitration award, decision, and all proceedings shall be kept confidential by the AAA, the arbitrator, and the parties except (A) as necessary to fulfill legal obligations and to pursue legal rights (including enforcement of an arbitration award and pursuit of injunctive relief for a breach of confidentiality), and (B) in communications with a party's auditors, attorneys, or accountants.

Equitable Relief. You acknowledge and agree that a breach or threatened breach by You of any of Your confidentiality obligations or any license, access or use restrictions with respect to the System would cause MakuSafe irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, MakuSafe will be entitled to equitable relief, including an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise. MakuSafe may enforce its rights under this paragraph without complying with or resorting to any remedies under the preceding two paragraphs.