
KEYPLE INTELLIGENCE PLATFORM

Terms of Service

Last updated: June 29, 2026

**PLEASE READ THESE TERMS OF SERVICE CAREFULLY.
BY USING THE SERVICES, CUSTOMER AGREES TO THIS AGREEMENT.**

Welcome to Keyple’s website, related services, and platform, together with any content, materials, and functionality made available therein (the “**Site**”), which is operated by Keyple, LLC and its affiliated and related entities (“**Keyple**,” “**we**,” “**us**” or “**our**”).

These Terms of Service (the “**Agreement**”) govern Customer’s access to and use of the Services.

By creating an account, accessing, or using the Services, whether as an individual or on behalf of, or for the benefit of, any corporation, partnership or other entity (a “**Customer**”), you agree to this Agreement and our Privacy Policy on behalf of yourself and such Customer. References to “**you**” and “**your**” in this Agreement will refer to both the individual user and the applicable Customer.

Keyple and Customer may be referred to individually as a “**party**” and collectively, as the “**parties**.”

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON ENTERING INTO THE AGREEMENT ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON ENTERING INTO THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT.

1. Definitions

- “**Agreement**” means these Terms of Service and any Order entered into between the parties.
- “**Customer**” means the entity that creates an account, accesses, uses and/or subscribes to the Services.
- “**Customer Data**” means all electronic data, information, records, files, and content submitted to, stored in, or processed through the Services by or on behalf of Customer or its Users, including candidate, contact, job, and recruitment-related data. Customer Data does not include Usage Data or any data derived from or based on Customer’s use of the Services that is anonymized or aggregated so that it does not identify Customer or any User.
- “**Documentation**” means Keyple’s then-current user guides and policies for the Services made generally available to Customers.
- “**Order**” means an online order form, subscription checkout, or other ordering document specifying the Services subscribed to, applicable fees, and Subscription Term.
- “**Privacy Policy**” means Keyple’s privacy policy available at www.keypletech.com.
- “**Services**” means Keyple’s cloud-based software platform for recruitment and human resources management, made available through the Site, including functionality to support applicant tracking, hiring workflows, onboarding, and related human resources management activities.
- “**Site**” means Keyple’s website located at www.keypletech.com and any related webpages used to access or describe the Services.
- “**Subprocessor**” means a third-party service provider Keyple engages to process Customer Data or assist in providing the Services.

- **“Subscription Term”** means the period commencing on the Effective Date and continuing for the subscription period selected by Customer at the time of registration or as otherwise specified in the applicable Order (the **“Initial Term”**). Upon expiration of the Initial Term, the Subscription Term shall automatically renew for successive periods equal to the immediately preceding subscription term (or, in the case of a month-to-month subscription, for successive one-month periods), unless either party provides written notice of its intent not to renew prior to the expiration of the then-current Subscription Term in accordance with this Agreement.
- **“Usage Data”** means all data generated by or collected through Customer’s or User’s use of the Services, including, but not limited to, system logs, performance metrics, configuration information, metadata or net flow data, or related operational data, which is used by Keyple for purposes such as analytics, security, and service improvement, and that does not identify Customer or any User.
- **“User”** means any individual authorized by Customer to access or use the Services on Customer’s behalf.

2. Services

2.1 Provision of Services. Keyple provides Services through the Site, which enable Customers to manage recruitment and hiring workflows including, but not limited to, track job applicants, manage the hiring process, candidate communications, employee onboarding and store recruitment and related employment data. The Services are provided on a subscription basis, as specified in the applicable Order and are subject to the terms and conditions of this Agreement.

2.2 Availability. Keyple will use commercially reasonable efforts to make the Services available seven (7) days a week, twenty-four (24) hours per day, excluding scheduled maintenance, unavailability due to circumstances beyond Keyple’s reasonable control, emergency maintenance or security updates, and any permitted suspensions. Keyple will provide reasonable notice to Customer at least twenty-four (24) hours in advance of scheduled downtime, where feasible.

3. Access and Use of the Services

3.1 Registration. To use the Services, Customer must register an account by completing the online registration process on the Site using an email address and password. Customer agrees to provide accurate, current, and complete information and to keep such information updated.

3.2 Account Security. Customers and Users are responsible for safeguarding login credentials and for all activities that occur under a Customer Account. Customer agrees that all Users will (a) use their corporate email address; (b) comply with this Agreement; and (c) not share their credentials. Customer shall promptly notify Keyple at support@keyple.com of any unauthorized use or suspected security breach. Keyple shall not be liable for losses arising from unauthorized access that results from Customer’s failure to maintain credential security.

3.3 Account approval. Keyple may decline, suspend, or revoke account registrations at its sole discretion.

4. Subscriptions, Fees, and Payment

4.1 Subscription Fee. The Services are offered on a subscription basis. Subscription plans, features, and prices are disclosed at registration. Customer shall pay Keyple the applicable fees for the Services selected in its Order (**“Fees”**).

4.2 Billing and Payments. Customer authorizes Keyple to charge its credit card or bank account for all Fees payable for Services until such time the Services are terminated by either party. In addition, Customer authorizes Keyple to use third-party providers in order to process payments, and agrees to the disclosure of its payment information to any such third-party as required. Customer is solely responsible for any bank fees charged by its bank, including recurring payment fees associated with the payments to Keyple. All payments are processed by an independent third-party payment processor, Stripe. Stripe controls the security and performance of its payment processing services. Please refer to

the Stripe's terms, conditions and privacy policies governing your payment located at <https://stripe.com/legal/consumer>.

4.4 Taxes. Customer is solely responsible for all applicable sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity (collectively, "Taxes"), on any amounts payable by Customer under this Agreement. Fees are exclusive of any Taxes.

4.5 Modifications and Fee Changes. Customer may modify its subscription plan at any time through its Account. Any change to Customer's subscription plan may result in a change to the applicable Fees and may take effect immediately or at the beginning of the next billing cycle. Keyple reserves the right to modify the Fees for any Renewal Term upon providing Customer with commercially reasonable advance notice prior to the commencement of such Renewal Term. Customer's renewal of its subscription or continued use of the Services following the effective date of the revised Fees constitutes Customer's acceptance of the updated pricing. If Customer does not agree to the revised Fees, Customer's sole remedy is to cancel its subscription before the commencement of the applicable Renewal Term. Cancellation will prevent automatic renewal of the Subscription Term but will not affect Customer's obligation to pay Fees incurred through the end of the then-current Subscription Term or entitle Customer to a refund except as expressly provided in this Agreement.

4.6 Late or failed payments. A late fee of 10% per day will accrue on any overdue balance until paid in full. Keyple may suspend or terminate your access to the Services in the event of non-payment of the applicable Fees. Keyple may, in our discretion, without liability to you and without limiting other remedies, with or without prior notice and at any time, decide to limit, suspend, deactivate or cancel the Services and take technical and legal steps to prevent any User(s) from using the Services at any time if Keyple reasonably believes that you and/or User(s) have breached this Agreement. If Keyple has suspended the Services due to your and/or User's actual or suspected breach of this Agreement, such suspension will continue until the suspected breach is cured or otherwise resolved to Keyple's sole and reasonable satisfaction. If an Account is deactivated or canceled, Keyple will have the right, but not the obligation, to delete any Customer's information.

4.7 Non-Refundable. Any Fees paid under this Agreement are non-refundable.

5. Customer's Responsibilities and Restrictions

5.2. Restrictions. Customer agrees not to, and not to permit any User or third party to: (a) use the Services in violation of any applicable law or regulation; (b) upload or process data Customer does not have the right to upload or process; (c) send unlawful, infringing, deceptive, harassing, or unsolicited communications; (d) attempt to gain unauthorized access to the Services, other accounts, or related systems; (e) probe, scan, or test the vulnerability of the Services except as expressly authorized; (f) interfere with or disrupt the integrity or performance of the Service; (g) reverse engineer, decompile, or attempt to extract source code, except where such restriction is prohibited by law; (h) use the Services to build a competing product; (i) disrupting or overloading the Services, including through the use of viruses; (j) misusing or improperly disclosing content or Customer Data inconsistent with the Privacy Policy or this Agreement; (k) interfering with API operations or using it for malicious purposes; (l) violating applicable laws or regulations; and (m) attempting to do, or assisting others in doing, any of the above. These restrictions survive termination of this Agreement.

5.3 Warranties. Customer represents and warrants that it has all rights, consents, and a valid lawful basis necessary to collect, upload, and process Customer Data through the Services, including any personal data of candidates and contacts, and to authorize Keyple's processing as described in this Agreement and the Privacy Policy. Customer is solely responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized.

5.4 Accuracy and Lawfulness. Customer is responsible for the accuracy, quality, and legality of Customer Data and for the means by which Customer acquired it. Customer must honor individuals' privacy rights and any do-not-contact, opt-out, or suppression requests.

5.5 Backups. While Keyple maintains reasonable measures to protect Customer Data, Customer is responsible for retaining its own copies of Customer Data it wishes to preserve.

5.6 Communications. The Services include (or, once enabled, will include) features for outbound communications such as email, SMS/text messaging, and voice calling. Customer is solely responsible for ensuring that any User's use of these features complies with all applicable laws and industry requirements, including without limitation the Telephone Consumer Protection Act (TCPA), the CAN-SPAM Act, A2P 10DLC registration and messaging policies, the Telemarketing Sales Rule, Do-Not-Call obligations. Customer is responsible for obtaining and maintaining all necessary consents from, and honoring opt-out requests by, the candidates you contact, and for maintaining suppression and do-not-contact lists. Customer acknowledges and agrees that Customer should initiate communication via text messages only with candidates who have consented to receive such communications. Customer agrees to fully, finally, and forever release, discharge, hold harmless, and fully indemnify Keyple from and against any damages or liabilities of any kind related to Customer's failure to comply with the terms of this Policy. Keyple may investigate suspected violations and may suspend or terminate access for conduct it reasonably believes violates this Agreement or applicable law.

6. Customer Data and Responsibilities; Usage Data

6.1 Customer Data. Customer owns and retains all rights in Customer Data. Customer grants to Keyple a non-exclusive, non-transferable, worldwide license to use Customer Data for the purpose of providing the Services, including the right to store, process, display and generally make Customer Data available through the Services. Except with Customer's prior written consent or in cases of suspected fraud or other criminal activity, Keyple shall not: (a) access, process, or otherwise use Customer Data other than as necessary to facilitate the Service; or (b) intentionally grant any third-party access to Customer Data, including without limitation Keyple's other customers, except subcontractors that have agreed to maintain the confidentiality of Customer Data. Customer represents and warrants that: (a) it either owns Customer Data or is otherwise permitted to grant the license set forth in this [Section 6.1](#); (b) Customer has obtained all rights, consents and authorizations necessary to ensure that the posting and use of Customer Data on or through the Services does not and will not violate the intellectual property rights, or any other rights of any person or entity; and (c) the use of Customer Data in connection with the Services does not and will not result in a breach of contract between Customer and any third-party. Without limiting the foregoing, Customer shall be responsible for complying with all data protection laws and regulations, including but not limited to providing any required notices to individuals and obtaining all necessary consents, for the collection, processing and transfer of personal information to Keyple for use in connection with the Services.

6.2 Usage Data. Keyple may collect, generate, use, store, analyze, and disclose Usage Data to operate, maintain, secure, support, and improve the Services, to develop new features and functionality, for capacity planning and forecasting, to monitor and prevent fraud or misuse, to compile statistical reports and benchmarks, and to comply with applicable law. As between the parties, Keyple owns all right, title, and interest in and to the Usage Data, including all intellectual property rights therein. For clarity, nothing in this [Section 6](#) grants Keyple any rights in Customer Data beyond those expressly set forth in this Agreement. Keyple will not publicly disclose Usage Data in a manner that identifies Customer or any individual. Keyple may disclose Usage Data to its Subprocessors and service providers that assist Keyple in providing, securing, or improving the Services, subject to confidentiality obligations. To the extent the collection or use of Usage Data involves personal information, Keyple will process such information in accordance with this Agreement and the Privacy Policy. For clarity, Usage Data does not include Customer Data, and nothing in this [Section 6](#) limits Customer's rights in Customer Data as set forth elsewhere in this Agreement.

6.3 Publicity. Customer grants Keyple a limited, non-exclusive, royalty-free, worldwide, revocable license to use Customer's name, trademarks, service marks, and logos (collectively, "**Customer Marks**") to identify Customer as a customer of Keyple on Keyple's websites, in online and offline marketing materials, in sales presentations, and in customer lists. Keyple will use the Customer Marks in accordance with any reasonable brand guidelines provided in writing by Customer and will not materially alter the Customer Marks without Customer's prior written consent. All goodwill arising

from Keyple's use of the Customer Marks will inure to the benefit of Customer. Customer may revoke Keyple's right to use Customer Marks under this [Section 6.6](#) at any time upon written notice. Upon receipt of such notice, Keyple will cease uses of the Customer Marks and will remove Customer Marks from Keyple's websites and other digital media within thirty (30) days. Nothing in this [Section 6.6](#) grants Customer any rights in or to Keyple's trademarks, service marks, or logos. Any Customer use of Keyple's marks will be subject to Keyple's prior written consent.

7. Intellectual Property

7.1 Ownership; Restrictions. Keyple retains all right, title, and interest in and to the Services, including all software, source code, algorithms, models, databases, architecture, user interfaces, documentation, know-how, and other technology and intellectual property embodied in or related to the Services (collectively, the "**Keyple Technology**"), as well as all trademarks, service marks, and logos associated with the Services (the "**Keyple Marks**"). Except for the limited rights expressly granted in this Agreement, no rights or licenses are granted to Customer or any User, whether by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Keyple. Subject to this Agreement, Keyple hereby grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the Subscription Term to access and use the Services solely for Customer's internal business purposes. Any other use is expressly prohibited. Customer and Users shall not, and shall not permit any third party to: (a) copy, modify, adapt, translate, or create derivative works of the Services or Keyple Technology; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Services (except to the extent prohibited by applicable law); (c) access or use the Services to build, train, or improve a competing product or service; (d) attempt to gain unauthorized access to the Services or related systems; or (e) sell, resell, sublicense, distribute, or otherwise transfer the Services. Customer acknowledges that no rights are granted to use the Keyple Marks, and Customer shall not use, display, or otherwise exploit the Keyple Marks without Keyple's prior written consent. Nothing in this Agreement shall be construed as granting any license or right in or to the Keyple Marks.

7.2 Feedback. Customer and User(s) agree that any feedback, suggestions, or ideas provided to Keyple related to the Services ("**Feedback**") become the exclusive property of Keyple. Keyple and its affiliates may use such Feedback for any purpose, including product development, improvement, and marketing, without restriction. Customer irrevocably transfers all rights, title, and interest in the Feedback to Keyple, including all related intellectual property rights worldwide, and Customer waives any moral rights in such Feedback.

7.4 Third-Party Services and Integrations. The Services integrates with third-party services, including, but not limited to, Stripe (payments), Twilio (SMS and voice), SendGrid (email), Google (calendar), Anthropic (AI-assisted search). Customer's use of these integrations is subject to the third-party's terms and privacy policies. Keyple does not control and is not responsible for third-party services and does not guarantee their availability or performance. Certain features or integrations may be modified, suspended, or discontinued at any time, including where such services are provided on a beta, preview, or limited availability basis.

8. Confidentiality

8.1 "Confidential Information" means the following information that one party (the "**Disclosing Party**") discloses to the other party (the "**Receiving Party**"): (a) any document that the Disclosing Party marks "**Confidential**"; (b) any information that the Disclosing Party orally designates as "Confidential" at the time of disclosure, provided the Disclosing Party confirms such designation in writing within 10 business days; and (c) any other information that the Receiving Party should reasonably understand to be confidential or proprietary, whether or not marked, designated or otherwise identified as "confidential." Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in the Receiving Party's possession at the time of disclosure; (ii) is independently developed by the Receiving Party without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of the Receiving Party's improper action or inaction; or (iv) is

approved for release in writing by the Disclosing Party. Each party is on notice that the other party's Confidential Information may include the other party's valuable trade secrets.

8.2 Nondisclosure. The Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights and fulfill its obligations under this Agreement (the "**Purpose**"). The Receiving Party: (a) shall not disclose Confidential Information to any employee or contractor of the Receiving Party unless such person needs access in order to facilitate the Purpose and is bound by confidentiality obligations no less restrictive than those of this Section 8; and (b) shall not disclose Confidential Information to any other third party without the Disclosing Party's prior written consent. Without limiting the generality of the foregoing, the Receiving Party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any misuse or misappropriation of Confidential Information that comes to the Receiving Party's attention. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. The Receiving Party shall give the Disclosing Party prompt notice of any such legal or governmental demand and reasonably cooperate with the Disclosing Party in any effort to seek a protective order or otherwise to contest such required disclosure, at the Disclosing Party's expense.

9. Term and Termination

9.1 Subscription Term. The date the Customer completes its purchase of a subscription with Keyple shall be the "**Effective Date**". Customer's Subscription Term begins on the Effective Date and continues for the subscription period selected by Customer in the applicable Order (the "**Initial Term**"). Unless otherwise provided in the applicable Order or unless either party provides written notice of its intent not to renew at least thirty (30) days before the end of the then-current Subscription Term, the subscription will automatically renew for successive periods equal in length to the immediately preceding subscription period (each, a "**Renewal Term**") at the then-current rate, until canceled. The Initial Term and all Renewal Terms are collectively referred to as the "**Subscription Term**."

9.2 Cancellation. Customer may cancel Customer's subscription at any time by cancelling its subscription directly in the Services. Once canceled, Services for all User(s) will end immediately on the cancellation date. Early termination does not entitle the Customer to a refund of prepaid Fees. Even after your subscription ends, certain terms will still apply, including those related to intellectual property, disclaimers, confidentiality, liability limits, and other general provisions. Please note that no refunds are provided.

9.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, Customer's right to access and use the Services will immediately cease. Customer shall immediately discontinue all use of the Services. Upon request by Keyple, Customer shall promptly delete or return all Keyple Confidential Information in Customer's possession or control and certify such deletion or return in writing. Notwithstanding the foregoing, Customer may retain copies of Confidential Information solely to the extent required by applicable law or internal compliance policies, provided that such information remains subject to this Agreement.

9.4 Survival. The following provisions shall survive expiration or termination of this Agreement: Section 7 (Intellectual Property), Section 8 (Confidential Information), Section 11 (Warranty Disclaimers), Section 12 (Limitation of Liability), Section 13 (Indemnification), and any other provision of this Agreement that by its nature is intended to survive termination or expiration. Termination or expiration of this Agreement shall not relieve Customer of any liability or obligation accrued prior to the effective date of termination or expiration.

10. Service Modifications and Updates

10.1 Modifications. Keyple may modify, enhance, replace, suspend, or discontinue any aspect of the Services, including features, functionality, tools, integrations, user interfaces, or content, from time to time in its reasonable discretion. Keyple may also make changes necessary to maintain the security, availability, or performance of the Services. Keyple will use commercially reasonable efforts to provide

advance notice of any material reduction in the core functionality of the Services, except where changes are necessary to address security vulnerabilities, legal requirements, or emergency issues.

10.2 Updates. Keyple may deploy updates, upgrades, bug fixes, maintenance releases, and other related modifications to the Services at any time. Such updates shall be deemed part of the Services and governed by this Agreement. To the extent Customer accesses the Services through software, browser extensions, APIs, or other client-side components provided by Keyple, Customer agrees to install or permit the installation of all required updates that Keyple designates as necessary for continued operation of the Services. Keyple shall not be responsible for any degradation in performance or functionality resulting from Customer's failure to install required updates. Except as expressly provided in this Agreement, Keyple has no obligation to develop, maintain, or continue to offer any particular feature, functionality, integration, or version of the Services.

11. Disclaimers

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS; (B) ANY WARRANTY CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION; AND (C) ANY WARRANTY OF TITLE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE RESPONSIBLE FOR EVALUATING THE ACCURACY AND SUITABILITY OF ANY OUTPUT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, (A) KEYPLE DOES NOT WARRANT THAT THE SERVICES WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED; (B) KEYPLE MAKES NO WARRANTY THAT THE SERVICES WILL MEET ANY OF YOUR EXPECTATIONS OR REQUIREMENTS; (C) ANY INFORMATION OBTAINED THROUGH USE OF THE SERVICES IS DELIVERED TO YOU FOR YOUR USE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM KEYPLE'S PROVISION OF OR FAILURE TO PROVIDE ANY SUCH INFORMATION; AND (D) NO ADVICE, RESULTS OR INFORMATION OR MATERIALS, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE SERVICES, THE SOLE REMEDY IS TO DISCONTINUE USING SUCH SERVICES.

12. Limitation of Liability

KEYPLE, AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR INABILITY TO USE, THE SERVICES, OR ANY CONTENT, MATERIALS, OR FUNCTIONS MADE AVAILABLE IN CONNECTION THEREWITH. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS OPPORTUNITIES, DATA, AS WELL AS COSTS OF OBTAINING SUBSTITUTE GOODS OR SERVICES, EVEN IF KEYPLE OR ITS AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF KEYPLE FOR ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO YOUR OR YOUR USERS' USE OF THE SERVICES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR OTHERWISE), SHALL NOT EXCEED

THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY YOU FOR THE SERVICES.

13. Indemnification

13.1 Customer's Obligation. Customer shall defend, indemnify, and hold harmless Keyple, and its directors, officers, employees, agents, contractors, successors, and assigns (collectively, the “**Indemnified parties**”) from and against any and all third-party claims, actions, suits, proceedings, demands, liabilities, damages, losses, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees and court costs) (each, an “**Indemnified Claim**”) arising out of or relating to (a) Customer's or any User's use of the Services in violation of this Agreement or applicable law; (b) Customer's or any User's breach of this Agreement or any applicable law, rule, or regulation; (c) Customer's or any User's unauthorized access to, use of, distribution of, or misuse of the Services; (d) Customer's or any User's gross negligence, fraud, or willful misconduct; (e) Customer Data or any other content, materials, information, or communications submitted, uploaded, transmitted, or otherwise made available through the Services by or on behalf of Customer, including any claim alleging that such materials violate any proprietary rights of any third party; (f) Customer's collection, use, disclosure, or transfer of Customer Data or personal information, in violation of applicable law or this Agreement; (g) Customer's failure to provide legally required notices, obtain legally required consents or authorizations relating to communications, recordings, transcripts, messaging, monitoring, or data retention, including compliance with applicable wiretapping, call recording, consumer protection, privacy, anti-spam, or telecommunications laws; or (h) Customer's or any User's use of the Services to harass, defame, discriminate against, misappropriate the rights of, deceive, or otherwise unlawfully harm any person or entity, or to send unlawful electronic communications or marketing messages.

13.2 Procedure. As a condition to the foregoing obligations, Keyple shall: (a) promptly notify Customer of any Indemnified Claim, provided that any delay in providing notice shall not relieve Customer of its obligations except to the extent Customer is materially prejudiced by such delay; (b) provide reasonable cooperation, at Customer's expense, in the defense of the claim; and (c) permit Customer to exclusively control the defense and settlement of the claim, except that Customer shall not settle any claim in a manner that admits fault or liability on the part of, or imposes any monetary payment or ongoing obligation upon, any Indemnified Party without Keyple's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Keyple may participate in the defense of any claim with counsel of its own choosing at its own expense.

14. Modifications to Agreement. Keyple may amend this Agreement from time to time in its sole discretion. Customer's continued use of the Services after the effective date of the amended Agreement constitutes acceptance. Keyple will provide notice of material changes to this Agreement by posting the updated Agreement on the Site or by email. Unless otherwise specified by Keyple, changes will become effective upon posting. If Customer does not agree to the amended Agreement, Customer must discontinue use of the Services.

15. Governing Law and Dispute Resolution

15.1 Governing law. This Agreement and any Dispute arising out of or relating to this Agreement or the Services shall be governed by the laws of the State of California, United States, without regard to its conflict-of-laws principles.

15.2 Arbitration. Except as provided in [Section 15.3](#), any dispute, claim, or controversy arising out of or relating to this Agreement or the Services, including any dispute concerning the formation, interpretation, validity, enforceability, breach, termination, or scope of this Agreement, or the arbitrability of any claim (collectively, a “**Dispute**”), shall be resolved exclusively by final and binding

arbitration administered by JAMS pursuant to the applicable JAMS Arbitration Rules and Procedures then in effect. This arbitration provision is governed by the Federal Arbitration Act. The arbitration shall be conducted before a single arbitrator in San Diego County, California, unless the parties agree otherwise. The arbitrator shall have the exclusive authority to determine issues relating to the interpretation, applicability, enforceability, and arbitrability of this Section. Either party may appeal the arbitrator's award pursuant to the JAMS Optional Arbitration Appeal Procedure if such procedure is then available and applicable. If no appeal is timely filed, the arbitration award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Except as otherwise required by applicable law or awarded by the arbitrator, each party shall bear its own attorneys' fees and costs. The parties agree that arbitration shall be conducted solely on an individual basis. Neither party may bring or participate in any class, collective, representative, or consolidated action or arbitration to the fullest extent permitted by applicable law. The arbitrator shall have no authority to consolidate claims or preside over any class, collective, representative, or consolidated proceeding. Unless otherwise required by law, the arbitration proceedings shall remain confidential.

15.3 Equitable Relief. Notwithstanding [Section 15.2](#), either party may seek temporary, preliminary, or permanent injunctive or other equitable relief from any court of competent jurisdiction to prevent or enjoin the actual or threatened misappropriation or infringement of its intellectual property rights, the unauthorized use or disclosure of its Confidential Information, or any unauthorized access to or misuse of the Services or Customer Data. Seeking such relief shall not waive or otherwise affect either party's obligation to arbitrate any other claims or disputes under this Agreement.

16. Miscellaneous

16.1 Entire Agreement. This Agreement and the Privacy Policy constitute the entire agreement between Customer and Keyple and govern Customer's and its User(s) use of the Services (as the case may be), superseding any prior agreements between Customer and Keyple. Customer may be subject to additional terms and conditions that are applicable to certain parts of the Services.

16.2 No Relationship. Customer agrees that no joint venture, partnership, employment, or agency relationship exists between Keyple and Customer as a result of this Agreement or Customer's use of the Services.

16.3 Claims. Any claim or cause of action Customer may have with respect to Keyple must be commenced within one (1) year after the claim or cause of action arose.

16.4 No Waiver. The failure of Keyple to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision.

16.5 Assignment. Customer may not assign this Agreement or any of its respective rights or obligations under the Agreement without Keyple's express written consent.

16.6 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, including with respect to the rights of the Indemnified parties, this Agreement is solely for the benefit of the parties and their respective permitted successors and assigns and do not create any rights in favor of any other person or entity.

16.7 Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

16.8 Notices. Keyple may send notices pursuant to this Agreement to Customer's email address provided by Customer. Customer shall send notices, under this Agreement, to Keyple's support at support@keyple.com.

16.9 Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the maximum extent permitted under California law, and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby, so long as the essential terms and intent of this Agreement are not materially adversely affected. To the extent permitted under Delaware law, any such invalid, illegal, or unenforceable provision shall be reformed and construed so as to effectuate, as nearly as possible, the original intent of the parties. If such provision

cannot be so reformed without materially altering the parties' intended allocation of risks or benefits, then such provision shall be deemed severed from this Agreement.

16.10 Conflicts. In the event of any conflict or inconsistency between an Order and this Agreement, the Order shall control solely with respect to the specific commercial terms set forth in such Order, including pricing and Subscription Term. This Agreement shall control with respect to all other terms and conditions.