

Enterprise Agreement

EFFECTIVE AUGUST 29, 2026

The master agreement for enterprise customers — service commitments, term and renewal, confidentiality, and liability.

VERSION OF AUGUST 29, 2026 · IN FORCE AT THE TIME OF DOWNLOAD

This Blockit Enterprise Customer Subscription Agreement (together with each Order Form that references it, the “**Agreement**”) is effective as of the Effective Date (as defined in the applicable Order Form) and is by and between Blockit AI, Inc. (“**Blockit**”) and the customer identified in the applicable Order Form (“**Customer**”). Blockit and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. For purposes of this Agreement, “**Order Form**” means a mutually-executed ordering document entered into between Blockit and Customer that references and incorporates this Agreement. The version of this Agreement in effect as of the Effective Date of an applicable Order Form governs that Order Form, as further described in Section 14(e).

Description of Services

This Agreement governs Customer's use of the websites located at <https://www.blockit.com/> and <https://app.blockit.com/> (collectively, the "**Site**") and the scheduling assistant, calendar management, and related artificial intelligence technology services accessible via the Site, or as otherwise connected with the email and/or electronic calendar accounts or electronic communication services of Customer and its Authorized Users, in each case as offered by Blockit (the Site and such services, collectively, the "**Services**"). The Services are designed to function as an intelligent scheduling assistant that users can activate through supported communication tools (such as email, messaging platforms, or other integrated systems), and to analyze shared communications to identify scheduling needs, connect with users' calendars, coordinate availability, and automatically create, update, or cancel calendar events.

License

Subject to the terms and conditions of this Agreement, Blockit grants Customer and its Authorized Users a limited, non-exclusive, non-transferable (except in compliance with Section 14(d)) right to use the Services during the Term, solely as an electronic scheduling assistant as described in Section 1 for Customer's business purposes, subject to any license or other volume limits and restrictions set forth in the Order Form.

Authorized Users

Customer will not allow any person or entity other than its employees or contractors (each, an "**Authorized User**") to use the Services. Customer may permit Authorized Users to use the Services, provided that:

- (i) the use, including the number of Authorized Users, does not exceed the license or other volume limits or restrictions set forth in the Order Form; and
- (ii) Customer ensures that each Authorized User complies with all applicable terms and conditions of this Agreement and Customer is and remains responsible for the acts or omissions by Authorized Users in connection with their use of the Services.

Customer will, and will require all Authorized Users to, use all reasonable means to secure user names and passwords, hardware, and software used to access the Services in accordance with customary security protocols, and will promptly notify Blockit if Customer knows or reasonably suspects that any user name and/or password has been compromised. Each account for the Services may only be accessed and used by the specific Authorized User for whom such account is created.

Feedback

If Customer provides to Blockit any feedback, comments, ideas, proposals, or suggestions for improvements to the Services ("**Feedback**"), Customer agrees that Blockit will be free to use such Feedback for any purpose and without any restriction or compensation to Customer. All Feedback is provided "as is," without warranty of any kind.

Fees

Customer will pay Blockit the fees set forth in the applicable Order Form ("**Fees**") for its subscription to the Services ("**Subscription**") in accordance with the payment terms set forth therein. Blockit reserves the right to change the above Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term (if any), upon sixty (60) days' prior notice to Customer (email sufficient). Except as otherwise provided in the relevant Order Form or agreed by the Parties in writing, Blockit will issue annual invoices to Customer during the Term, and Customer will pay all amounts set forth on any such invoice no later than thirty (30) days after Customer's receipt of such invoice. All payments are non-refundable and neither Party will have the right to set off, discount or otherwise reduce or refuse to pay any amounts due to the other Party under this Agreement. If Customer fails to make any undisputed payment when due, late charges will accrue at the rate of 1.5% per month or, if lower, the highest rate permitted by applicable law. If any undisputed payment remains past due, Blockit may suspend the Services until all undisputed past-due amounts are paid in full, provided that Blockit has first provided Customer with written notice of the past-due amount and at least ten (10) days to cure. Customer's failure to timely pay an invoice that is the subject of a good-faith dispute in accordance with the following sentence will not constitute a material breach of this Agreement, provided that Customer pays all undisputed amounts when due. If Customer disputes any Fees, Customer must notify Blockit in writing within fourteen (14) days of receipt of the applicable invoice, specifying in reasonable detail the nature and basis of the disputed Fees. The Parties will attempt in good faith to resolve any such dispute within forty-five (45) days after Blockit's receipt of Customer's timely written dispute notice. If the dispute remains unresolved after such forty-five (45) day period, the dispute will be resolved in favor of Blockit and Customer will promptly pay the disputed amount. Customer will reimburse Blockit for all reasonable costs and expenses incurred (including reasonable attorneys' fees) in collecting any late payments or interest. Additionally, Customer is responsible for all sales, use, ad valorem, and excise taxes, and any other similar taxes, duties and charges of any kind

imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable to Blockit hereunder (other than any taxes imposed on Blockit's income). In the event that Customer is required to deduct or withhold any taxes from the amounts payable to Blockit, Customer will pay an additional amount, so that Blockit receives the amounts due hereunder in full, as if there were no withholding or deduction.

Confidential Information

As used herein, "**Confidential Information**" means any information that one Party (the "**Disclosing Party**") provides to the other Party (the "**Receiving Party**") in connection with this Agreement, whether orally or in writing, that is designated as confidential or that reasonably should be considered to be confidential given the nature of the information and/or the circumstances of disclosure. For clarity, the Services and any operator, user, and technical manuals and documentation regarding the Services ("**Documentation**") provided by Blockit hereunder will be deemed Confidential Information of Blockit. The Receiving Party will not use or disclose any Confidential Information of the Disclosing Party except as necessary to perform its obligations or exercise its rights under this Agreement; provided that Blockit may use and modify Customer Confidential Information in deidentified form for purposes of developing and deriving Aggregate Data. The Receiving Party may disclose Confidential Information of the Disclosing Party only:

- (i) to those of its employees, contractors, agents and advisors who have a bona fide need to know such Confidential Information to perform under this Agreement and who are bound by written agreements with use and nondisclosure restrictions at least as protective of the Confidential Information as those set forth in this Agreement, or
- (ii) as such disclosure may be required by the order or requirement of a court, administrative agency or other governmental body, subject to the Receiving Party providing to the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or otherwise contest the disclosure.

The terms and conditions of this Agreement will constitute Confidential Information of each Party but may be disclosed on a confidential basis to a Party's advisors, attorneys, actual or bona fide potential acquirers, investors or other sources of funding (and their respective advisors and attorneys) for due diligence purposes. Confidential Information will not include any information that:

(i) is or becomes generally known to the public through no fault or breach of this Agreement by the Receiving Party;

(ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality;

(iii) is independently developed by the Receiving Party without access to or use of any Confidential Information of the Disclosing Party that can be evidenced in writing; or

(iv) is rightfully obtained by the Receiving Party from a third-party without restriction on use or disclosure.

Blockit acknowledges that, by receiving Confidential Information from Customer, it may come into possession of material, non-public information ("MNPI") as defined under the rules and regulations of the Securities and Exchange Commission and other applicable federal and state securities laws and regulations ("**U.S. Securities Laws**"). The unauthorized use or disclosure of such information may constitute insider trading prohibited by U.S. Securities Laws. Both parties agree to comply with all applicable U.S. Securities Laws regarding the handling of MNPI and will ensure that any person who receives access to MNPI is informed of, and complies with, these obligations. For further clarity, Blockit will not be responsible for any disclosure of MNPI or sensitive data resulting from Customer's or its Authorized Users' actions on the Services or the Customer's or its Authorized Users' use or configuration of third-party services that are available through or integrated with the Services.

Content; Intellectual Property

7(a) Posting Content

The Services may access, analyze, or process content submitted by Customer or its Authorized Users — including emails, attachments, calendar events, meeting details, and other materials (collectively, “**User Content**”) — in order to store, transmit, or facilitate the use of such content within the platform. Blockit does not claim ownership of any User Content, and nothing in this Agreement limits Customer’s rights to its User Content.

7(b) Permissions to User Content

When Customer (or its Authorized Users) uses the Services – including connecting calendars or sending messages, emails, or threads (which is User Content) to the Services – Customer grants Blockit a non-exclusive, worldwide, transferable, sublicensable, royalty-free license to:

- **Operate & Support the Services** - access, store, reproduce, cache, transmit, display, and otherwise process User Content as needed to provide, secure, troubleshoot, improve, and maintain the Services (“Operational Use”). For clarity, Blockit will not, and the foregoing reference to “improve” does not include the right to, train its machine learning models on User Content.
- **Use Third-Party AI providers** - disclose User Content to vetted AI/ML subprocessors solely to perform Operational Use. Blockit contractually prohibits these providers from using User Content to train or improve their own models.
- **Generate Aggregate Data** - create and use de-identified and aggregated data and statistics for product improvement and service operation purposes, provided that (i) such data does not directly identify Customer or any Authorized Users and (ii) Blockit will not attempt to re-identify any such data or link it to Customer or any Authorized User (“**Aggregate Data**”). For clarity, Aggregate Data may include anonymized, statistical data derived from platform-wide usage

patterns (such as message length, turn count, internal/external attendee composition, scheduling completion rates, feature adoption metrics, and service performance statistics), provided that such data complies with the foregoing restrictions.

7(c) No Model Training

Blockit shall not use any User Content or Output for any artificial intelligence training, model development, model improvement, fine-tuning, reinforcement learning, or similar purpose, whether for Blockit's benefit or for any third party. Nothing in this Section 7(c) limits Blockit's rights under Section 7(b)(3) (Aggregate Data).

7(d) Blockit's Intellectual Property

Blockit may make available through the Services content that is subject to intellectual property rights. Blockit retains all rights to that content. Additionally, Blockit and its licensors exclusively own all right, title and interest in and to:

- the Services,
- any software, tools, models, algorithms made available through the Services,
- any Documentation,
- any Aggregate Data, and
- all improvements, updates, and derivative works based on any of the foregoing, together with all associated intellectual property rights.

Customer acknowledges that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to copy, modify, distribute, or reverse engineer any portion of the Services and not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

General Prohibitions and Blockit's Enforcement Rights

Customer agrees not to, nor permit any person or entity (including without limitation any Authorized User) to, do any of the following:

- 8(a) Provide, transmit, or otherwise make available to the Services any Protected Health Information ("PHI") (as defined by the Health Insurance Portability and Accountability Act of 1996).
- 8(b) Use the Services in any manner beyond the scope of rights expressly granted in this Agreement;
- 8(c) Modify or create derivative works of the Services, in whole or in part;
- 8(d) Use the Services in any manner, or provide, transmit, or otherwise make available any User Content, that:
 - (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive;
 - (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or
 - (vii) promotes illegal or harmful activities or substances;
- 8(e) Use, display, mirror or frame the Services or any part of the Services – including Blockit's name, trademarks, or logo generated by the Services, the layout and design of any page or interface, or other proprietary

information, without Blockit's express written consent. This includes using any portion of the Services or their outputs to train or develop machine learning models, language models, or competitive products;

8(f) Access, tamper with, or use non-public areas of the Services, Blockit's computer systems, or the technical delivery systems of Blockit's providers;

8(g) Attempt to probe, scan or test the vulnerability of any Blockit system or network or breach any security or authentication measures;

8(h) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Blockit or any of Blockit's providers or any other third party (including another user) to protect the Services;

8(i) Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Blockit or other generally available third-party web browsers;

8(j) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

8(k) Use the Services for bulk messaging, unsolicited communications, or for the purpose of sending large volumes of messages – the Services are intended for personal, human-like scheduling interactions only, and any activity that compromises the Services' reliability, effectiveness, or deliverability (including but not limited to mass emailing or automated actions resembling spam) is prohibited;

8(l) Use any meta tags or other hidden text or metadata utilizing a Blockit trademark, logo URL or product name without Blockit's express written consent;

8(m) Use the Services, or any portion thereof, to commercially resell, sublicense, or offer the Services as part of a commercial product or service

offered to third parties, including on behalf of any unaffiliated third party, without Blockit's prior written consent;

8(n) Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;

8(o) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;

8(p) Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;

8(q) Impersonate or misrepresent Customer's affiliation with any person or entity;

8(r) Use the Services or any other Blockit Confidential Information for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Services;

8(s) Violate any applicable law or regulation; or

8(t) Encourage or enable any other individual to do any of the foregoing.

Subject to applicable law, Blockit may implement technical or contractual limits (at its discretion) on how the Services are used, such as to ensure fair access and stable operation; these limits may include controls on the number, rate, or type of requests (such as messages, API calls, or tasks) within a set timeframe and Blockit may throttle, queue, or temporarily restrict usage which Blockit deems excessive or potentially disruptive to other users. Blockit will use reasonable efforts to notify Customer of ongoing overuse and may work with Customer in an effort to support higher usage limits. Additionally, Blockit is not obligated to monitor access to or use of the Services or to review or edit any content. However, Blockit has the right to access, review, or modify Output, at Blockit's discretion, including as necessary to operate and improve the Services, maintain

accuracy, ensure compliance with this Agreement, protect the integrity and functionality of the system, or to comply with applicable law or other legal requirements. Blockit reserves the right, but is not obligated, to remove or disable access to any content, including User Content, upon notice to Customer when reasonably practicable, if Blockit reasonably determines that such content violates this Agreement or applicable law or poses a material security risk to the Services or any third party. Blockit has the right to investigate violations of this Agreement or conduct that affects the Services. Blockit may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

Links to Third Party Websites or Resources

The Services may allow Customer to access third-party websites or other resources. Blockit provides access only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Customer acknowledges that it has sole responsibility for, and assumes all risk arising from, Customer's use of any third-party resources.

Term; Termination; Effect of Termination

10(a) Term

The Term (including the Initial Term and any Renewal Term(s)) of this Agreement will be as set forth in the Order Form.

10(b) Termination

Either Party may terminate this Agreement, effective on written notice to the other party, if the other Party materially breaches this Agreement and such material breach remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach. In addition, in the event that Customer breaches Sections 2, 3, or 8, or infringes or otherwise violates Blockit's intellectual property rights in and to the Services, Blockit may suspend Customer's and its Authorized Users' access to the Services immediately upon written notice to Customer, and may terminate this Agreement upon further written notice if such breach remains uncured thirty (30) days after Blockit's initial written notice.

10(c) Effect of Termination

Upon expiration or termination of this Agreement:

(i) each Party will make no further use of any Confidential Information belonging to the other Party, and will promptly return to the other Party (or destroy) all Confidential Information of the other Party in its possession or control, except for any archived electronic communications which may be stored confidentially (provided that such retained information remains subject to the confidentiality obligations of this Agreement),

(ii) Customer's and its Authorized Users' right to use the Services pursuant to this Agreement will immediately terminate; and

(iii) all Fees owed by Customer to Blockit pursuant to each applicable Order Form will be immediately due; provided that if Customer terminates the Order Form for cause in accordance with Section 10(b), Blockit will refund

as Customer's sole remedy to Customer a pro rata amount of any Fees paid up-front based on the remainder of the applicable Term. The following Sections will survive termination or expiration of this Agreement for any reason: Sections 4, 5 (only for payments due and owing to Blockit prior to the termination), 6, 7(c), 7(d), 8, 10(c), 11(b), 11(c), 12, 13, and 14.

Representations and Warranties; Disclaimers

11(a) Representations and Warranties

Each Party hereby represents and warrants to the other Party that (i) it is duly organized, validly existing and in good standing under its jurisdiction of organization, and has the right to enter into this Agreement; and (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party. Additionally, Customer represents and warrants to Blockit that (a) Customer has provided notice and obtained and will maintain all necessary rights, permissions, consents, and authority for Customer to comply with applicable law and this Agreement, use the Services, and make the grants of rights in User Content under this Agreement; (b) Customer acknowledges that the Services operate as an artificial intelligence (AI) scheduling assistant that participates in email and calendar communications on behalf of Authorized Users, and that Customer, not Blockit, determines which communications and participants the Services are exposed to, and, as between the Parties, Customer is responsible for any disclosure obligations it may have to other participants under applicable law or its own internal policies; (c) Customer is responsible, and assumes full responsibility, for any User Content that Customer uploads to the Services; and (d) neither Customer's use of the Services nor its use or provision of User Content will infringe, misappropriate, or violate any third party's intellectual property rights, rights of publicity or privacy, or applicable law. FOR CLARITY, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL USER CONTENT, INCLUDING ITS USE OF SUCH USER CONTENT AND MAKING SUCH USER CONTENT AVAILABLE TO THE SERVICES AND BLOCKIT. BLOCKIT IS NOT RESPONSIBLE FOR DISCLOSURE OF ANY MNPI OR SENSITIVE DATA RESULTING FROM CUSTOMER'S OR ITS AUTHORIZED USERS' DIRECTED ACTIONS ON THE SERVICES OR THE CUSTOMER'S OR ITS AUTHORIZED

USERS' USE OR CONFIGURATION OF THIRD-PARTY SERVICES THAT ARE AVAILABLE THROUGH OR INTEGRATE WITH THE SERVICES.

11(b) General

THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, BLOCKIT EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ADDITIONALLY, BLOCKIT WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY USER CONTENT, OR CUSTOMER'S RIGHTS TO PROVIDE OR MAKE AVAILABLE ANY USER CONTENT TO THE SERVICES OR BLOCKIT. Blockit makes no warranty that the Services will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Blockit makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any information or content on the Services.

11(c) No Reliance On Output

DUE TO THE PROBABILISTIC NATURE OF MACHINE LEARNING AND ARTIFICIAL INTELLIGENCE, THE SERVICES MAY PRODUCE ANY E-MAILS; CALENDAR EVENTS, TELECONFERENCE OR OTHER ELECTRONIC INVITATIONS; OR OTHER CONTENT ("**OUTPUT**") THAT IS INACCURATE, INCORRECT, OFFENSIVE, OR OTHERWISE UNDESIRABLE, AND/OR MAY TAKE ACTIONS (E.G., CREATING, SENDING, OR DELETING E-MAILS, CALENDAR EVENTS, TELECONFERENCE OR OTHER ELECTRONIC INVITATIONS, OR OTHER CONTENT) IN AN UNINTENDED, UNDESIRABLE, OR INCORRECT MANNER ("**UNINTENDED ACTIONS**"). CUSTOMER WILL NOT RELY ON THE SERVICES OR ANY OUTPUT AND WILL CONDUCT CUSTOMER'S OWN DILIGENCE AND EXERCISE CUSTOMER'S OWN BEST BUSINESS JUDGMENT WITH MEANINGFUL HUMAN INVOLVEMENT IN MAKING ANY DECISIONS OR TAKING ANY ACTIONS REGARDING THE OUTPUT, INCLUDING SENDING ANY E-MAILS OR OTHER COMMUNICATIONS USING ANY OUTPUT. BLOCKIT HEREBY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH ANY OUTPUT OR

CUSTOMER'S RELIANCE THEREON, OR ANY UNINTENDED ACTIONS, AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DECISIONS, ACTIONS, OR OUTCOMES RESULTING FROM THE USE OF, OR IN CONNECTION WITH, ANY OUTPUT OR THE SERVICES.

Indemnity

12(a) Blockit Indemnity

Subject to Section 12(b), Blockit will defend Customer against any claim, suit or proceeding brought by a third-party ("Claims") alleging that Customer's use of the Services in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify and hold harmless Customer against any damages and costs awarded in a final judgement against Customer or agreed in settlement by Blockit (including reasonable attorneys' fees) resulting from such Claim.

12(b) Exclusions

Blockit's obligations under Section 12(a) will not apply if the underlying Claim arises from or as a result of: (i) Customer's breach of this Agreement, negligence, willful misconduct or fraud; (ii) any User Content; (iii) Customer's failure to use any enhancements, modifications, or updates to the Services that have been provided by Blockit; (iv) modifications to the Services by anyone other than Blockit; or (v) combinations of the Services with software, data or materials not provided by Blockit.

12(c) Customer Indemnity

Customer will defend, indemnify, and hold harmless Blockit from and against any damages and liabilities (including court costs and reasonable attorneys' fees) awarded in a final judgment against Blockit, and amounts agreed to in settlement with respect to each of the foregoing, to the extent arising from a Claim against Blockit that: (i) User Content, or its use by Blockit in accordance with this Agreement, infringes, misappropriates or violates a third-party's intellectual property rights, or rights of publicity or privacy, or results in the violation of any applicable law or regulation; (ii) is based on Customer's or an Authorized User's use of the Services to the extent such use was not in accordance with this Agreement; (iii) is based

on Customer's own products or services; or (iv) is based on Customer's or an Authorized User's breach of Section 8.

12(d) Procedure

Each party's obligations under this Section 12 are contingent upon: (i) the party seeking defense and indemnity (the "**Indemnified Party**") providing the other party (the "**Indemnifying Party**") with prompt written notice of such Claim (but in any event notice in sufficient time for the Indemnifying Party to respond without prejudice); (ii) the Indemnifying Party having the exclusive right to defend or settle such Claim; and (iii) the Indemnified Party providing all reasonably necessary cooperation to the Indemnifying Party, at the Indemnifying Party's expense, in the defense and settlement of such Claim. The Indemnified Party may participate in the defense of any Claim at its own expense. The Indemnifying Party will not enter into any stipulated judgment or settlement that purports to bind the Indemnified Party without the Indemnified Party's prior written authorization, not to be unreasonably withheld or delayed.

Limitation of Liability

13(a) Indirect Damage Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT WITH RESPECT TO (I) AMOUNTS PAYABLE TO A THIRD PARTY UNDER EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 AND (II) EITHER PARTY'S WILLFUL MISCONDUCT ("**EXCLUSIONS**"), NEITHER PARTY NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE APPLICABLE PARTY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

13(b) Direct Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXCLUSIONS, IN NO EVENT WILL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO BLOCKIT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE APPLICABLE CLAIM, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE CLAIM OR LIABILITY IS BASED, AND WHETHER OR NOT A PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE ("**GENERAL CAP**");

PROVIDED THAT EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM (I) ITS BREACH OF SECTION 6, OR (II) ITS GROSS NEGLIGENCE WILL NOT EXCEED TWO TIMES (2X) THE GENERAL CAP. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING CAPS APPLY IN THE AGGREGATE ACROSS ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT AND ARE NOT REFRESHED OR INCREASED BY THE ASSERTION OF MULTIPLE OR SUCCESSIVE CLAIMS. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLOCKIT AND CUSTOMER.

General Terms

14(a) Governing Law; Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction. The Parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the Parties irrevocably consent to the personal jurisdiction and venue therein.

14(b) Data Protection

The Blockit Data Processing Addendum available at <https://www.blockit.com/dpa> (the "DPA") is incorporated into and forms part of this Agreement. In the event of any conflict between this Agreement and the DPA with respect to the processing of personal data, the DPA will govern.

14(c) Entire Agreement

This Agreement (including without limitation the Order Form and the DPA) constitutes the entire and exclusive understanding and agreement between Blockit and Customer regarding the Services, and this Agreement supersedes and replaces all prior oral or written understandings or agreements between Blockit and Customer regarding the Services. If any provision of this Agreement is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

14(d) Assignment

Neither Party may assign or transfer this Agreement without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed), except in the case of a sale, merger, or related transfer of substantially all of the assigning Party's business and assets related to this Agreement; provided, however, that, notwithstanding the foregoing, Customer will not assign or transfer this Agreement to a competitor of Blockit (or any person or entity that could reasonably be considered a competitor of Blockit) without Blockit's prior written consent (in its discretion). Any attempt by a Party to assign or transfer this Agreement in violation of the foregoing will be void. Subject to the foregoing, this Agreement will remain in effect and apply to both parties' successors and permitted assigns.

14(e) Amendments

This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties. Blockit posts this Agreement at <https://www.blockit.com/enterprise-agreement> and may revise the posted version from time to time. Each posted version will include a "Last Updated" date, and Blockit will maintain a version history of prior versions of this Agreement on its website. The version of this Agreement in effect as of the Effective Date of an Order Form will continue to govern that Order Form for its Term, unless the Parties expressly agree otherwise in writing (including in the Order Form).

14(f) Relationship

Nothing in this Agreement will be construed to create a partnership, joint venture or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent. Except as expressly set forth in this Agreement, the exercise by either party of any remedy under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

14(g) Notices

Any notices or other communications provided by Blockit under this Agreement will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

14(h) Export Control

Customer affirms that it is not named on, owned by, or acting on behalf of any U.S. government denied-party list, and it agrees to comply fully with all relevant export control and sanctions laws and regulations of the United States ("**Export Laws**") to ensure that neither the Services, software, any User Content, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer will complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

14(i) Force Majeure

Neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement (except for any payment obligations) due to causes beyond its reasonable control.

14(j) Waiver of Rights

Blockit's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Blockit. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

14(k) Signatures

This Agreement may be signed in counterparts, and electronic signatures will have the same weight and effect as originals.

End of Enterprise Agreement All legal documents →