

# End User License Agreement

This End User License Agreement (the “Agreement”) for the Task-KI Mobile Application (together with any updates, upgrades or patches, the “Application”) is a legal agreement between user (“You” or Your”), and Task-KI Inc., its successors and/or assigns (“Task-KI” or “Company”). By accessing downloading, copying or otherwise using the Application, You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions. If You do not agree to the terms and conditions of this Agreement, do not access, download, copy or use the Application. Task-KI will not and does not grant You access to the Application unless You agree to the terms of this Agreement.

In consideration of the processes and covenants described below, and other good and valuable consideration, You agree as follows:

**1. License Grant; Compliance with Terms of Use.** The Application is licensed, not sold, and Task-KI reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions hereof, Task-KI grants You a personal, non-exclusive, non-transferable, non-sublicenseable, limited license to download, install and use the Application for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you strictly in accordance with the Application’s documentation.

**2. Ownership.** All of the content featured or displayed in or through the Application, including without limitation text, graphics, photographs, images, moving images, sound, and illustrations (“Content”) and all trademarks, service marks and trade names included therein, are owned by Task-KI, or its licensors, vendors, agents and /or its Content providers. All elements of the Application, including without limitation the general design and the Content, are protected by trade dress, copyright, patent, moral rights trademarks and other laws relating to intellectual property rights. Any text that You include with any Content (“Messages”), are owned by You. All Content and Messages are subject to Task-KI’s Terms and Use, as may be amended from time to time, and as incorporated herein by this reference (available on the platform where You download the Application and via the information link on the Application welcome screen). ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED TO TASKI-KI.

**3. License Restrictions.** Except as specifically provided herein, You may not: (i) distribute or make the Application available over a network where it could be used by multiple devices at the same time; (ii) copy the Application; (iii) modify, adapt, translate, reverse engineer, make alternations, decompile, disassemble or make derivative works based on the Application, except as otherwise permitted by law; (iv) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof; (v) rent, loan, sub-license, lease, distribute or attempt to grant other rights to the Application to third parties; or (vi) remove, disable, circumvent or

otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

**4. Collection and Use of Your Information and Privacy.** You acknowledge that when you download, install or use the Application, Task-KI may use automatic means (including, for example, cookies and web beacons) to collect information about Your mobile device and about your use of the Application, including accessing your device's geolocation features. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our privacy policy ("Privacy Policy"). By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to Your information in compliance with the Privacy Policy.

**5. Updates.** Task-KI may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Task-KI has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. You may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

**6. Third Party Materials.** The Application may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that Task-KI is not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Task-KI hereby disclaims, and you hereby waive, any Task-KI's liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

**7. Your Warranty to Task-KI.** You represent and warrant that: (i) You have the authority to bind Yourself to this Agreement; (ii) Your use of the Application will be solely for purposes that are permitted by this Agreement; (iii) You are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; (iv) You are not listed on any U.S. government list of prohibited or restricted parties; and (v) Your use of the Application will comply with all local, state and federal laws, rules, and regulations ("Laws")

**8. Privacy.** By using the Application, You agree that Task-KI, and its agents, contractors, affiliates and promotional partners may collect and use certain information about You, Your mobile device, Your use of the Application and the Application's performance in accordance with the Privacy Policy, as may be amended from time to time and incorporated herein by this reference (available on the platform where You download the Application and via the information link on the Application welcome screen.)

**9. Maintenance and Support.** Neither Task-KI nor a manufacturer of the device have any obligation whatsoever to furnish any maintenance and support service with respect to the Application.

**10. Disclaimer of Warranties and Indemnification.** Neither Task-KI nor any its affiliates, suppliers, agents, promotional partners, vendors or contractors, any of their successors, or any of their respective officers, directors or employees (collectively the "Task-KI Parties") will be liable for losses or damages arising from or in any related to Your access to or use of the Application. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TASK-KI AND THE TASK-KI PARTIES ARE LICENSING THE APPLICATION "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." NEITHER TASK-KI NOR THE TASK-KI PARTIES MAKE ANY REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, TIMELINESS, AND ACCURACY, FOR ANY PURPOSES, OF THE APPLICATION, THE OPERATION OF THE APPLICATION ALONE OR IN CONJUNCTION WITH ANY DEVICE, OR THE CONTENT CONTAINED HEREIN. TASK-KI AND THE TASK-KI PARTIES DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE APPLICATION AND ITS OPERATION AND EXPRESSLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

**11. Limitation of Liability.** TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL TASK-KI OR THE TASK-KI PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED OR SIMILAR DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE CONNECTED WITH THE USE OF OR INABILITY TO USE THE APPLICATION, AND FOR ANY CAUSE OF ACTION, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF TASK-KI OR THE TASK-KI PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DAMAGES ARISING UNDER THIS AGREEMENT OR THE USE OF THE APPLICATION THAT TASK-KI OR THE TASK-KI PARTIES IS REQUIRED TO PAY FOR ANY PURPOSE WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO TWENTY FIVE DOLLARS (\$25.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR

CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU UNDER THE LAWS OF THOSE STATES. No action, regardless of form, whether in court or through arbitration, arising out of any transaction under this Agreement, may be brought by You more than one year after You have knowledge of the occurrence which gives rise to the cause of such action.

**12. Indemnity.** You agree to indemnify and hold harmless Task-KI, the Task-KI Parties, and their affiliates, officers, directors, employees, consultants, agents and anyone providing information or software used in the Application from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and court costs, arising from or relating to your use or misuse of the Application or your breach of this Agreement. Furthermore, you agree that Task-KI assumes no responsibility for the content you submit or make available through this Application.

**13. Term and Termination.** The term of this Agreement commences when You download the Application and will continue in effect until terminated by you or Task-KI. You may terminate this Agreement by deleting the Application and all copies thereof from your mobile device. Task-KI may terminate this Agreement at any time at its sole discretion with or without notice to You. Additionally, Your rights under this Agreement will terminate automatically if You fail to comply with any term (s) of this Agreement. Upon termination, all legal rights and licenses granted to You hereunder shall terminate immediately and You shall cease all use of the Application and destroy all copies of the Application. All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

**14. Governing Law.** This Agreement shall be governed by the laws of the Washington State in the United States. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Washington State for all disputes arising out of or relating to this Agreement. If any action is brought to enforce, or arises out of, the Agreement or any term, clause, or provision hereof, the prevailing party shall be awarded its reasonable attorney's fees together with expenses and costs incurred with such action.

**15. Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (i) by personal delivery, when delivered personally, (ii) by overnight courier, upon written verification of receipt; or (iii) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the addresses provided by each party to the other in connection with this Agreement, or to such other address as either party may specify in writing. Notice to Task-KI shall be addressed to the attention of: Task-KI, Inc., Attn: Kanako Matsumoto, 707 S Grady Way, Suite 600, Renton, WA 98057.

**16. Severability.** You agree that the terms and conditions stated in this Agreement are severable. If any paragraph, provision, or clause in this Agreement shall be found or be held to

be invalid or unenforceable in any jurisdiction, the remainder of this Agreement shall be valid and enforceable.

**17. Assignment and Transfer.** Task-KI may assign, transfer, sell, rent or lend this Agreement, in whole or in part, at any time without notice to You. You may not assign this Agreement or any part of it or any rights to use the Application, in whole or in part, either temporary or permanently, to any other party. Any attempt to do so is void.

**18. Acknowledgment of Understanding/Entire Agreement.** You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement is the complete and exclusive statement of the Agreement between Task-KI and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between Task-KI and You relating to the subject matter of this Agreement.