

This LastBot Master Services Agreement (“**Agreement**”), applies to Customer’s use of the Services (as defined below) that are listed in one or more LastBot-issued Service Order executed between the parties, to which this Agreement is attached or incorporated by reference, and is effective as of the date of the applicable Service Order (“**Effective Date**”), is entered into by and between i) LastBot, Inc., a Delaware corporation, having offices at 971 Park Ranch Way, Sacramento, CA 95831 or an affiliate of LastBot Inc. as set forth in the applicable Service Order (“**LastBot**”) and ii) the customer set forth in the applicable Service Order (“**Customer**”).

1. SERVICES

1. Services and Service Orders.

Customer may order services from LastBot (e.g., software subscriptions, professional services and/or telecommunication services) (the “**Services**”) via a Service Order. A “Service Order” means the executed agreement setting forth Customer’s subscriptions and orders of the Services pursuant to this Agreement. Each Service Order shall include the products, services, pricing metrics, quantity and fees for the Services and any other applicable special terms. Each Service order may be executed via signing a document including electronic signing or via Customer accepting the Service Order electronically on web site lastbot.com including any other sites accessible through lastbot.com whether subdomains of lastbot.com or other sites and the information systems providing Services (together “LastBot Sites”). LastBot may from time to time without notifying the Customer make changes to provide

each Service via a) a fully automated digital fulfillment, b) human work provided by LastBot and/or its subcontractors, or c) a combination of a) and b). Customer’s use and access to the Services is subject to compliance with all the terms and conditions in this Agreement. The terms and conditions in this Agreement shall be incorporated by reference into each Service Order, provided that in the event of a conflict between a Service Order and this Agreement, the Service Order will control. Each Service Order is a recurring order, which will automatically renew for a new Service Term at the end of the then-current Service Term until terminated.

2. Activation Fees. Activation of certain Services may require the Customer to pay an activation fee in advance as defined in Section 2.1. Activation Fees, if any, will be provided in Service Order.
3. Use of Resources. Provisioning of certain Services may require the use of external resources such as telecommunication, voice termination, call routing, call origination, cloud computing, model provisioning, database inquiry, and other computing or communication resources, or electronic services accessible via a third-party API or requiring a third-party software license (“**Resources**”). The Customer shall pay for the use of Resources in accordance with this Agreement and an applicable Service Order (“**Resource Fees**”). All costs of and related to Resources are expressly set forth in Service Order. For some Services, a prepaid Resource Deposit may be required before the Service

can be activated. Resource Deposit to the extent which has not been offset to pay due undisputed Fees shall be returned when the Service Order is terminated.

4. Use Restrictions. Customer agrees not to (i) license, sublicense, sell, resell, transfer, assign, or distribute the Services; (ii) modify, translate or make derivative works based upon the Services; (iii) create unauthorized Internet "links" to the Services, "frame" or "mirror" any content on any other server or wireless or Internet-based device or cause harm to the operation of the Services; (iv) reverse engineer, decompile or disassemble any or all of Services; or (v) use the Services for any purpose other than the purpose set forth in the applicable Service Order and Service Specification ("**Purpose**").
5. Technical Support. Technical support is included with Customer's subscription to the Services as provided and as amended from time to time at <https://support.lastbot.com>.

2. FEES AND BILLING

1. Activation and Provisioning. Prior to the activation of the Services, Customer shall pay LastBot the fees specified in the initial Service Order including any applicable activation and implementation fees ("**Activation Fees**"), or Resource deposits ("**Resource Deposit**"). Upon receipt of such Activation Fees, LastBot will commence provisioning the Services so that Customer can log in and access the Services. For each subsequent Service Order, LastBot shall commence the provisioning process upon receipt of the executed Service Order.
2. Fees. Customer shall pay LastBot fees for the Services as set forth in the applicable Service Order ("**Service Fees**"). Unless otherwise indicated in a Service Order, Customer shall be invoiced and charged for all Service Fees in advance and Resource Fees in arrears on a monthly basis ("**Charging Period**"). In case and to the extent the amount of Service Fee is determined based on information from Customer, Customer agrees to report and pay the Service Fee accurately and correctly to LastBot no later than seven (7) days after each Charging Period and Customer hereby grants LastBot irrevocable right to audit the accuracy and correctness of the Service Fee at any time before or after the termination of the Service Order for any Charging Period, and Customer agrees to co-operate and provide required access and material for the audit. In case there are any discrepancies between accrued and paid Service Fees, the Customer shall reimburse the costs related to the audit to LastBot. Service Fees may be paid in advance for different periods ("**Service Term**"), for example for one month, twelve or twenty-four months. Typically, a longer Service Term carries a lower price as an incentive for a longer-term commitment. The Service Term is explicitly specified in each Service Order. There are no refunds of Activation Fees or Service Fees for a Service Order that are terminated, regardless of if the Service is terminated before the Service Term ends. LastBot reserves the right to change the Service Fees and Resource Fees at any time, provided

- however that the changes do not affect the existing Service Orders during their then-current Service Term.
3. Charging. Unless otherwise provided in a Service Order, Customer's charging cycle begins on the date of the applicable Service Order and Customer shall be charged on a monthly basis. Each charge will include applicable Activation Fees and Resource Deposit for new Services, Service Fees prepaid for an initial or a renewing Charging Period and Service Fees and Resource Fees ("**Fees**") incurred during the previous Charging Period.
 4. Payment Terms. Unless otherwise agreed, Customer pays Fees electronically via LastBot Sites before each Service is activated, renewed or re-activated for a new Service Term. Customer shall be responsible for all sales, value-added, similar taxes, carrier and regulatory fees, and surcharges due under this Agreement, which will be added to the invoices and charges. Customer which is an organization may apply for Fees to be invoiced, which requires LastBot's credit decision. LastBot at its sole discretion may decide to provide credit to a customer in which case the Fees are due, and invoices are payable "Due Net 30" ("**Credit**"). LastBot does not provide credit for consumers or natural persons. Payment of all Credit may be made by check or wire transfer of immediately available funds to LastBot. Delinquent payments are subject to an interest charge of 1.5% per month or the maximum amount permitted by applicable law, whichever is less.
 5. Order Renewals. Unless otherwise specified in a Service Order, each Service Order shall automatically renew for additional periods equal to the length of the Service Term unless Customer terminates the Service Order via LastBot Sites or otherwise provides advance written notice (including via e-mail at billing@lastbot.com) prior to the end of the then-current Service Term. LastBot shall provide Customer with no less than thirty (30) days' notice if any LastBot Service or Resource ordered in a Service Order will not be available for any renewal period, except in case a third-party provider changes their terms or discontinues providing a Resource required in providing Service effective with a shorter notice period than thirty days.
 6. Disputed Charges and Resolution of Disputes. Customer agrees to pay all undisputed charges on a timely basis. In the event that Customer legitimately and reasonably disputes an invoiced amount, Customer must provide LastBot with written notice (via LastBot Sites or via e-mail at billing@lastbot.com) of the amount in dispute and the basis for the dispute within thirty (30) days of the date of end of the Charging Period. Upon receipt of notice, LastBot agrees that it will work with Customer to reasonably and expeditiously resolve the dispute.
 7. Waiver. Failure of LastBot to invoice or charge Customer in a timely manner for any amounts due under this Agreement shall not be deemed a waiver by LastBot of its rights to payment and all outstanding amounts shall remain due and payable in full by Customer.

3. TERM AND TERMINATION

1. Term of this Agreement. The term of this Agreement shall commence on the Effective Date and shall continue until all Service Orders pursuant to this Agreement have expired or been terminated (the “**Term**”).
2. Termination for Breach. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party in the event of a material breach of this Agreement by the other party, provided that such breach remains uncured at the expiration of the thirty (30) days (except the notice period regarding Customers with delinquent accounts or Customers engaged in unlawful activities shall be as set forth in Section 3.3).
3. Suspension or Termination by LastBot. LastBot may suspend or disable Customer's access to the Services for any accounts for which undisputed payment is delinquent, provided however that LastBot shall have provided Customer with reasonable adequate notice and sufficient time to cure the delinquency. LastBot may suspend or terminate Customer’s access to the Services if LastBot has a good faith belief that Customer is using the Services: (i) in violation of applicable federal, state, local or international laws, rules or regulations, (collectively, “**Laws**”) including but not limited to compliance with "Do Not Call Lists" and applicable privacy laws and regulations; or (ii) in a way which compromises or may compromise the security, operability or integrity of the Services or LastBot Sites. LastBot agrees that in the event it

becomes aware of such actions by the Customer, it will promptly notify the Customer of the unauthorized use and allow the Customer reasonable time to cure, provided that LastBot reserves the right to immediately suspend Customer's access to the Services if necessary to comply with law or regulation or to protect operations, security, or integrity of Services and LastBot Sites, or in case of an undisputed payment remaining delinquent for over 5 days. Resumption of Customer’s account following suspension or termination by LastBot is subject to the sole discretion of LastBot. Customer's resumption of access to the Services following a suspension by LastBot for the reasons cited in this section will not extend the then-current Service Term, nor result in an extension of the period covered by the prepaid Fees.

4. Effect of Termination. Upon any termination of this Agreement: (i) all rights granted hereunder shall immediately terminate and Customer shall have no right to continue to access or use the Service, (ii) each party shall, at the option of the other party, destroy or return all Confidential Information of the other party in its possession or control, except for copies routinely made to back up LastBot Sites and other information systems of a party and (iii) Customer shall promptly pay all undisputed Fees associated with Customer’s account as of the date of termination provided that LastBot reserves the right to apply any deposits or other amounts delivered by Customer to LastBot to satisfy any amounts owed to LastBot under

this Agreement or a related Service Order.

4. CUSTOMER RESPONSIBILITIES; CONFIDENTIAL INFORMATION

1. Performance. Customer is solely responsible for: (i) all authorized and unauthorized access, activities, transactions and charges associated with the Customer's LastBot account and/or password(s); and (ii) obtaining and maintaining the Internet connectivity necessary to utilize the Services, and LastBot shall be held harmless for damages arising from the performance of Internet services obtained by Customer in connection with this Agreement.
2. Information Security. Each LastBot and Customer shall independently maintain their Information Security practices and systems to minimize the risk of Customer's LastBot accounts being compromised. Each LastBot and Customer shall without delay inform the other party of any actual or suspected breach of information security concerning Customer's LastBot account or access to Customer's information in LastBot Sites and systems.
3. Confidential Information. Confidential information shall be all information that a disclosing party considers to be proprietary and/or confidential including the business, technical or financial activities of either party, its agents and subcontractors, made available to the other party under or as a result of this Agreement ("**Confidential Information**"). Customer data and other information transmitted by

Customer via the Services or stored by Customers using the Services shall be the Confidential Information of Customer. The Services and any aggregation or characterization of statistical or analytical information pertaining to the nature or usage of the Services (including any improvements to the Services including without limitation via machine learning and artificial intelligence), are the Confidential Information of and proprietary to LastBot. The parties agree to hold each other's Confidential Information in strict confidence during the term of this Agreement and take all reasonable steps to ensure that the other party's Confidential Information is not disclosed or distributed in violation of this Agreement. The receiving party agrees not to make the disclosing party's Confidential Information available to any third party unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements (in which case the party seeking to make such disclosure shall notify the other party, if legally permitted of its intent to make such disclosure, and the party whose information is to be disclosed may seek protective treatment, to the extent reasonably available, for such Confidential Information), or to use the disclosing party's Confidential Information for any purpose beyond the scope of this Agreement other than with the express prior written consent of the other party. Customer further agrees that LastBot may disclose Customer's Confidential Information to LastBot's service providers

(“LastBot Contractor”) a) subject LastBot Contractor’s confidentiality undertaking as necessary for LastBot Contractor to provide a Resource, and b) only to the minimum extent necessary for them to comply with law or to satisfy governmental regulatory requirements (in which case LastBot shall notify Customer, if legally permitted, of its intent to make such disclosure). A party’s obligations pertaining to Confidential Information shall not apply to information that the receiving party can document: (i) is or becomes part of the public domain through no act or omission of the receiving party, (ii) was in the receiving party’s lawful possession prior to the disclosure, (iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure, or (iv) is independently developed by the receiving party without access to or use of the disclosing party’s Confidential Information.

5. DATA USE AND RETENTION

“*Customer Data*” is any identifiable information or data collected or provided by Customer to LastBot via the Services. During the Term, Customer authorizes LastBot to store Customer Data on its secure internal systems and to use and copy Customer Data for the purpose of providing the Services (including technical support) to Customer in accordance with this Agreement. Customer authorizes LastBot to use Customer Data to troubleshoot, test, improve, analyze and optimize the Services. LastBot will not resell or share (unless, and only to the minimum extent, required by law or to satisfy governmental regulatory requirements) any Customer Data with an

unauthorized third party. LastBot retains the right to periodically purge Customer data from LastBot servers according to the policies set forth in LastBot Privacy Policy available at <https://www.lastbot.com/legal>. Customer is responsible for and represents and warrants that Customer has and will continue to: (i) have the authority to provide the Customer Data to LastBot; and (ii) obtain and maintain any necessary or legally required notices, policies, consents or releases from individuals or entities whose data or information is included in the Customer Data. LastBot has the right to limit or modify the Services or the access to Customer Data based in accordance with LastBot Privacy Policy including without limitation to comply with applicable laws and regulations. Customer acknowledges that federal, state, local or international laws and regulations may set specific requirements for handling personally identifiable data, and LastBot has the right to comply with all such laws and regulations in accordance with LastBot Privacy Policy.

6. COMPLIANCE

1. Use of Services. Customer assumes all liability and responsibility for its use of the Services and agrees to comply with all applicable laws and regulations.
2. "Do Not Call" Compliance. If Customer is advised by any party that it does not wish to receive communications from Customer via the Service, Customer agrees to the extent required by applicable Laws or Customer’s policies to promptly honor such do-not-contact requests, including where possible by adding the party to its internal company-specific do not call list, and thereafter refrain from calling that party. Customer is solely responsible

for obtaining any required consent of or a release from persons or entities to whom or to which Customer intends to send communications using the Service. Customer agrees to contact only those persons who Customer is legally permitted to contact and only in the manner permitted under federal, state, local and international law.

3. Call and Message Recordings.

Customer acknowledges and understands that all calls and messages may be always recorded including when a call is placed on hold or after a call is transferred to another party. Customer agrees that LastBot may automatically include notices and/or consents to satisfy privacy requirements pursuant to any Laws.

7. EXPORT CONTROLS

All Services provided under this Agreement are subject to U.S. export control laws and may be subject to export or import requirements in other countries. Customer acknowledges its obligation under and agrees to comply strictly, at its own expense, with all such laws, including without limitation the U.S. Export Administration Regulations. Customer shall not directly or indirectly export, reexport, or transship Services without the express written permission of LastBot and, when necessary, a U.S. government license. In particular, Customer agrees that it will not be direct or indirect export, reexport or transship the Services to countries or regions subject to U.S. economic sanctions (e.g., Belarus, Burma, Burundi, Central African Republic, Cuba, Crimea, North Korea, Congo, Iran, Mali, Nicaragua, Somalia, South Sudan,

Syria, Russia, Venezuela, or Zimbabwe). Customer represents and warrants that: (i) the Services are not to be used for any prohibited end-use, including without limitation, use in rocket, missile or unmanned-aerial vehicle systems, chemical or biological weapons proliferation, any nuclear activities, or military use; and (ii) the Services are not destined for any prohibited end-user, including without limitation a military end-user, or an individual or entity identified on the U.S. List of Specially Designated Nationals and Blocked Parties, Denied Persons List, Entity List or similar U.S. government lists.

8. INTEGRATIONS AND INTEROPERABILITY

The Services may contain features designed to interoperate with non-LastBot Services (“*Non-LastBot Services*”). If Customer integrates or directs LastBot to integrate the Services with any Non-LastBot Services, Customer acknowledges that such Non-LastBot Services might access or use Customer Data and Customer permits the Non-LastBot Services to access or use Customer Data. Customer is solely responsible for the use of such Non-LastBot Services and any data loss or other losses it may suffer as a result of using any such Non-LastBot Services, and Customer shall ensure that its use of any such integration or interoperability complies with the terms of use of those Non-LastBot Services. LastBot makes no warranty or guarantee with regards to any such interoperation, any Non-LastBot Services, or the continued availability of such features, and may cease providing such features for any reason without incurring fault or liability, for example and without limitation if, the provider of the Non-LastBot Services ceases to make the Non-LastBot Services available for interoperation with the Services. Any

cessation of such features will not entitle Customer to any refund of Fees or other compensation.

9. WARRANTY; DISCLAIMER OF WARRANTY

1. Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the power and authority to enter into and perform its obligations under this Agreement; and (ii) it will comply with all applicable Laws in its performance under this Agreement.
2. Warranty Disclaimer. LASTBOT PROVIDES THE SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS. LASTBOT DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, WILL MEET ANY OR ALL OF CUSTOMER’S BUSINESS REQUIREMENTS, OR THAT ALL COMMUNICATIONS WILL BE DELIVERED, NOR DOES LASTBOT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICES. LASTBOT MAKES NO WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICES. Customer understands that the Services may be inaccessible or inoperable due to scheduled periodic maintenance and upgrades or for reasons beyond LastBot's reasonable control including but not limited to (i) Customer equipment or network malfunctions; or (ii) service

interruptions caused by independent telecommunications or Internet connection providers that provide voice and data connectivity to LastBot’s or Customer’s data centers and locations.

10. INDEMNIFICATION

1. By LastBot. LastBot will defend Customer, and its employees (“*Customer Indemnitees*”) from and against any action, claim, or proceeding brought against them by a third party, and will indemnify Customer Indemnitees for any finally-awarded damages and costs, including reasonable attorney's fees, arising out of or relating to: (i) personal injury or property damage to the extent arising from negligent or willful acts or omissions of LastBot and/or its employees or agents under this Agreement, (ii) LastBot’s breach of this Agreement, or (iii) any infringement by the LastBot Services of any patent, trademark, copyright, or trade secret, provided Customer is using the Services as authorized under this Agreement. If an infringement claim is made or is likely to be made, LastBot shall, at its own expense and sole discretion, exercise one of the following options: (a) obtain for Customer the right to utilize the Services provided hereunder and consistent with this Agreement; (b) replace or modify such Services so they are non-infringing and consistent with this Agreement; (c) terminate this Agreement and any Service Order without liability for such termination other than the ongoing indemnity obligation hereunder, and refund Customer all

- prepaid but unused Fees prorated from the date Customer no longer has effective use of the Services.
2. By Customer. Customer will defend LastBot, and its employees (“*LastBot Indemnitees*”) from and against any action, claim, or proceeding brought against them by a third party, and will indemnify LastBot Indemnitees for any finally-awarded damages and costs, including reasonable attorney's fees, arising out of or relating to: (i) personal injury or property damage to the extent arising from negligent or willful acts or omissions of Customer and/or its employees or agents under this Agreement; (ii) Customer's breach of this Agreement; or (iii) Customer's unauthorized, illegal or fraudulent use of the Services.
 3. Procedure. An indemnified party shall (i) permit the indemnifying party to defend or settle any such claim, provided, however that: (a) the indemnifying party shall not enter into any settlement agreement that would result in any admission by the indemnified party, payment by the indemnified party, or additional liabilities to third parties without the indemnified party's prior written consent which shall not be unreasonably withheld or delayed, and (b) the indemnified party may at its election participate in, but not control, the defense of such claim, suit or the like through separate counsel at its own expense; and (ii) provide the indemnifying party all reasonable assistance (at the expense of the indemnifying party) in connection with the defense or settlement of any such claim, suit or the like. If an indemnifying party

opts not to assume the defense of any such claim within sixty (60) days' notice thereof, the indemnified party may assume the defense of such claim or action at the cost and risk of the indemnifying party. Each party agrees to indemnify the other party from and against any claims arising out of responding to compulsory processes (e.g., subpoenas, interrogatories, depositions, and other forms of discovery or legal process) seeking information about the other party to determine whether the other party has violated any Laws.

11. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, LOSSES OR COSTS, ARISING OUT OF OR RELATING TO THIS AGREEMENT INCLUDING WITHOUT LIMITATION ANY CLAIMS RELATING TO: (a) LOSS OR CORRUPTION OF DATA; (b) INABILITY TO ACCESS THE SERVICES; (c) PERFORMANCE-RELATED DELAYS; (d) COMPUTER VIRUSES AND MALWARE; (e) NON-DELIVERY OR MIS-DELIVERY OF COMMUNICATIONS; (f) THE NEGLIGENCE ACTS OF OTHER LASTBOT CUSTOMERS; AND (g) LOSS OR LIABILITY RESULTING FROM ACTS BEYOND A PARTY'S CONTROL. EXCEPT IN CASE OF INTENTIONAL ACT OR GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT EXCEED: (i) FOR INDEMNIFICATION

CLAIMS, TWO TIMES (2X) THE FEES PAID BY CUSTOMER TO LASTBOT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY; (ii) FOR ALL OTHER CLAIMS, THE FEES PAID BY CUSTOMER TO LASTBOT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

12. OWNERSHIP OF MATERIALS AND RIGHTS

1. Proprietary Materials. "**Proprietary Materials**" means all patents, copyrights, design rights, trademarks, service marks, trade secrets and other worldwide intellectual property or proprietary rights owned by a party during the term of this Agreement, and the software, schematics, diagrams, information, and other tangible embodiments, if any, relating thereto. The Services including any modifications, customizations or derivative works are owned exclusively by LastBot and its licensors and are protected by intellectual property laws and international intellectual property treaties. As between LastBot and Customer, Customer Data is proprietary to Customer. Except for the rights a) to access and use the Services permitted by LastBot to Customer and b) use Customer Data in connection with Services, as provided in this Agreement, nothing in this Agreement shall convey, transfer, or assign any right, title, or interest in either party's Proprietary Materials to the other party. For example, in case Customer provides its customer data to LastBot and

- LastBot enriches that data with additional information, the original customer data remains the sole property of Customer and enriched data is the sole property of LastBot.
2. LastBot may store, access, utilize, copy, and process Customer Data for the purposes of: (a) providing Services specified in the Service Order to Customer, (b) improving, enhancing, supporting, and training Services and performing other development and diagnostic activities, (c) maintaining LastBot records relating to Services, and (d) complying with any legal or self-regulatory obligations relating to such Services. Customer instructs LastBot to process its Customer Data for such purposes.
 3. During the term of the applicable Service Order, Customer may use the subscribed-to Services in accordance with the terms of this Agreement but obtains no ownership of the Service Data (as defined below) or Services, including any related documentation or any modifications, improvements, adaptations, or derivative works. As between LastBot and Customer, LastBot owns the Services, including but not limited to: (a) any algorithms, training data and machine learning models, and (b) all performance data or metrics, aggregated information, tooling, transcripts, learnings, or processes developed via the Services or their use (collectively, "**Service Data**").

13. MISCELLANEOUS

1. Jurisdiction. This Agreement shall be governed by the laws of the State of California without reference to conflicts of laws. Venue for any and

- all actions arising out of this Agreement shall be Sacramento, California.
2. Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have breached this Agreement for failure or delay of performance under this Agreement when caused by or resulting from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war or terror, insurrections, riots, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority; provided, however, that the party so affected promptly notifies the other party of the force majeure event and takes reasonable commercial efforts to avoid or remove such causes of nonperformance, and when they are removed continue performance under this Agreement.
 3. Subcontractors. LastBot utilizes subcontractors (for example without limitation third-party telecommunications service providers and cloud computing providers) in providing the Services. The use of a subcontractor by LastBot shall not relieve LastBot of any of its obligations under this Agreement and LastBot shall be responsible for the actions of its subcontractor.
 4. Assignment. Neither party may transfer or assign this Agreement or any of its rights and obligations under this Agreement without the other party's prior written consent except that either party may assign this Agreement (a) into another business entity within the same group of affiliated companies materially with materially same ultimate ownership, and (b) in its entirety to a successor in interest, without requiring such consent in the event of a reorganization, merger, consolidation, or sale of all or substantially all of its assets or stock.
 5. Notices. All notices, authorizations, and requests in connection with this Agreement may be sent via email, first-class mail, or courier, and shall be deemed given upon receipt (if sent by electronic mail with receipt-confirmation of successful delivery). All notices shall be delivered to LastBot via email (billing@lastbot.com) or mail at its then-current corporate headquarters and to Customer at its most current street and/or email address(es) as provided by Customer to LastBot in the Service Order (or as updated or revised in a writing delivered by Customer to LastBot).
 6. General. No failure or delay in exercising or enforcing any right or remedy by either party shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is only deemed omitted to that extent and the rest of the Agreement remains enforceable. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees. The following sections will survive expiration or termination of the Agreement: Section 1.3. (Use Restrictions); Section 2 (Fees and Billing); Section 4.3. (Confidential Information); Section 5 (Data Use and Retention);

Section 10 (Indemnification);
Section 11 (Limitation of Liability
and Damages); Section 12
(Ownership of Materials and Rights);
and Section 13 (Miscellaneous).

7. Interpretation. The parties agree that this Agreement as amended in accordance with Section 13.9 and any related Service Orders as amended in accordance with Section 13.9, comprises the entire understanding and all obligations between them, and supersedes any prior agreements, including non-disclosure agreements, or correspondence with respect to the subject matter of this Agreement. No amendment of this Agreement or a Service Order will be binding unless made in accordance with Section 13.9. All rights and permissions relating to use and access to the Services that are not expressly granted by LastBot in this Agreement are reserved by LastBot and outside the permitted scope of use under this Agreement. If there are terms and conditions in this Agreement regarding subjects on which a Service Order is silent, such silence will not constitute a conflict and the terms and conditions in the Agreement will control.
8. Execution. This Agreement may be executed in counterparts including electronically each of which will be deemed an original and taken together will constitute one single agreement between the parties with the same effect as if the execution of counterparts were upon the same instrument.
9. Amendments. (a) The parties may jointly amend this Agreement and/or any Service Orders in writing duly executed by both parties. (b) LastBot

may unilaterally amend the Agreement, a Service Order, or any exhibit, schedule, or appendix of the Agreement or a Service Order including Service Specifications, by giving no less than thirty (30) days' notice to the other party. Except as provided in subdivision (c), the amendment will take effect at the specified time after the effective date of the notice. (c) If the Customer is unwilling for the amended Agreement and/or an amended Service Order to continue as amended, it may terminate the Agreement and/or the amended Service Order by giving notice to LastBot no later than the effective date of the amendment. (d) For the avoidance of doubt, no unilateral amendment will retroactively modify any binding dispute-resolution provisions of the Agreement for then-pending disputes (for example, binding-arbitration provisions) unless the parties expressly agree otherwise. (e) For the avoidance of doubt, without the Customer's express written agreement, a unilateral amendment will not retroactively eliminate or modify any right already exercised by Customer, including for example any right to demand that LastBot perform an obligation, under the Agreement.

10. Publicity. Neither party shall make, or cause to be made, any press release or public announcement in respect of the transactions contemplated by this Agreement or otherwise communicate with or through any news or other media without the prior written (including email) consent of the other party, provided that Customer grants to LastBot a limited, revocable license

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to use Customer's name and logo on its website and marketing materials.