

END USER LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is a legal contract between Kello Time, LP ("Kello Time," "We," "Us" or "Our") and you ("You"). By using Our web and mobile application, You are agreeing to the terms in this Agreement. In addition, by agreeing to our Agreement, you also acknowledge our Privacy Policy.

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING OR INSTALLING OR USING OUR SOFTWARE APPLICATION KELLO TIME ACCOMPANIED BY THIS AGREEMENT (THE "APP"). BY DOWNLOADING AND/OR USING THE APP, YOU AGREE TO THE TERMS AND CONDITIONS OF THE AGREEMENT.

Section 1. License Grant. The App is copyrighted and it is licensed under the terms and conditions of this Agreement. It is not sold to You. Subject to You remaining in full and ongoing compliance with the terms and conditions of this Agreement, including payment of any applicable license and service fees, We hereby grant to You, and You accept, a personal, limited, nonexclusive, non-transferable, non-assignable, revocable license to use the App during the Term in machine-readable, object code form only on one (1) device, and only as authorized in this Agreement. For purposes of this Agreement, the term "App" includes Our software, and any enhancements, updates, maintenance releases, modifications, revisions, or additions (collectively "Updates") to the App provided by Us and made available to You. Notwithstanding the foregoing, We shall be under no obligation to provide You with any Updates to the App.

Section 2. Scope of Use.

2.1. The license to use the App is conditioned on the following license restrictions, and any use of the App in violation of any of these restrictions, or any of the other terms of this Agreement is a breach of this Agreement.

2.2. Installation of the App on a network server solely for distribution to other computers is strictly prohibited.

2.3. Except as this Agreement expressly permits, You shall not, and shall not permit any other person to: (a) copy the App, in whole or in part; (b) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the App or any part thereof; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the App available to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (d) reverse engineer, disassemble, decompile, decode or adapt the App, or otherwise attempt to derive or gain access to the source code of the App, in whole or in part; (e) bypass or breach any security device or protection used for or contained in the App; (f) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, warranties, disclaimers, or Intellectual Property Rights (as defined below), proprietary rights or other symbols, notices, marks or

serial numbers on or relating to any copy of the App; (g) use the App in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law (including any laws regarding the export of data or software to and from the US or other countries); (h) use the App for purposes of: (1) benchmarking or competitive analysis of the App; (2) developing, using or providing a competing software product or service; or (3) any other purpose that is to Our detriment or commercial disadvantage; or (i) use the App in any manner or for any purpose or application not expressly permitted by this Agreement.

2.4. The App may contain technological measures designed to prevent unauthorized or illegal use. You acknowledge and agree that: (a) We may use these and other lawful measures to verify your compliance with the terms of this Agreement and enforce Our rights, including all Intellectual Property Rights, in and to the App; (b) We may deny any person access to and/or use of the App if, in Our sole discretion, We believe that such person's use of the App would violate any provision of this Agreement; and (c) We and Our personnel may collect, maintain, process and use diagnostic, technical, usage and related information, including information about your computers, systems and software, that We may gather periodically to improve the performance of the App or develop Updates. This information will be treated in accordance with Our Privacy Policy set forth in Section 8 below, as amended from time to time.

Section 3. Term / Termination.

3.1. The term of this Agreement will commence on the date You download the App ("Effective Date") and will continue in effect until You terminate your account (the "Term").

3.2. You may terminate this Agreement by uninstalling the App.

3.3. We may terminate this Agreement at any time if You: (i) violate any provision in this Agreement or (ii) fail to pay any fee associated with the App, and do not cure the failure within ten (10) days following receipt of Our written notice of default.

3.4. In the event that either party files for protection under U.S. bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment

of a receiver or trustee over its property, files a petition under any U.S. bankruptcy or insolvency act or has any such petition filed against it which is not discharged within one hundred eighty (180) days of the filing thereof, then the other party may terminate this Agreement effective immediately upon written notice to such party.

3.5. Upon the termination of this Agreement: (a) all rights, licenses and authorizations granted to You hereunder will immediately terminate and You shall: (1) immediately cease all use of and other activities with respect to the App; (2) within fifteen (15) days, deliver to Us, or at Our written request, destroy, and permanently uninstall the App from your device; and (3) pay all amounts due and payable by You to Us of any kind no later than ten (10) days after the effective date of the termination of this Agreement.

Section 4. Disclaimer.

4.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE APP IS PROVIDED ON AN "AS IS" BASIS AND WE MAKE NO REPRESENTATION OR WARRANTY TO YOU, EXPRESS OR IMPLIED, WITH RESPECT TO THE APP, INCLUDING ANY REPRESENTATION OR WARRANTY AS TO THE APP'S CONDITION, QUALITY, FITNESS FOR USE OR THAT THE APP IS APPROPRIATE FOR YOUR PARTICULAR PURPOSE OR WILL MEET YOUR PERSONAL REQUIREMENTS, OR ANY REPRESENTATION OR WARRANTY RESPECTING THE APP'S MERCHANTABILITY.

4.2. YOU UNDERSTAND AND ACKNOWLEDGE THAT NO INTERNET SERVICE IS COMPLETELY SECURE FROM THREAT AND THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY.

Section 5. Limitation of Damages.

5.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

5.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OUR MAXIMUM AGGREGATE MONETARY LIABILITY UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY AND INFRINGEMENT) SHALL NOT EXCEED \$1,000.00.

Section 6. Intellectual Property Rights. You acknowledge and agree that: (a) the App is licensed, not sold, to You, and You do not and will not have or acquire any ownership interest in the App, or in any

related Intellectual Property Rights; (b) We are, and will remain, the sole and exclusive owner of all right, title and interest in and to the App, including all Intellectual Property Rights relating thereto, subject only to the limited license granted to You under this Agreement; and (c) nothing herein transfers or assigns, or will be deemed to transfer or assign, any such Intellectual Property Rights in the App to You. For purposes of this Agreement, "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws in any jurisdiction in the world.

Section 7. General Terms.

7.1. Except as otherwise expressly provided herein, no amendment of this Agreement shall be binding upon either party hereto unless such amendment is set forth in a writing and executed by both parties hereto. Any waiver of any breach of any provision of this Agreement shall only be effective if in a writing and executed by both parties hereto and only to the extent specifically set forth in such writing.

7.2. You shall not assign this Agreement or any part thereof to a third party, and any such assignment, or attempted assignment, will be null and void.

7.3. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof. The parties hereto agree that this Agreement supersedes and replaces any and all other agreements, whether oral or in writing, regarding the subject matter hereof.

7.4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and authorized assigns. No other person or entity is an intended third party beneficiary of, or shall be deemed to be a third party beneficiary of, any of the terms and conditions of this Agreement.

7.5. In the event any one or more of the provisions contained in this Agreement should be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, and the parties hereto agree to negotiate in good faith to replace such invalid, illegal or unenforceable provision with a replacement provision to carry out the intent of such provision to the fullest extent lawful.

7.6. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without regard to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.7. We shall not be in default of any obligation under this Agreement if the failure to perform the obligation is due to any event beyond Our control,

including significant failure of a part of the power grid, significant failure of the Internet, failure of third party tools and services used to provide the App, natural disaster, war, riot, insurrection, pandemic, terrorist activity and events related thereto, strikes or other organized labor action, or other events of a similar magnitude or type.

7.8. In disputes concerning this Agreement, We shall be entitled to the costs of collection, enforcement, and injunctive relief, including reasonable attorneys' fees and court costs, and all necessary expenses, regardless of whether litigation is commenced.

7.9. The definitions in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless otherwise specifically indicated, the word "or" shall be deemed to be inclusive and not exclusive.

Section 8. Privacy Policy (Last Updated 8-11-22).

8.1 Our App collects "Personal Information". Personal Information may include your name, location, email and other information that identifies You. We collect this information when You voluntarily provide it to Us through Our App. We, and Our authorized service providers only use your Personal Information to provide Our services to You. We do not sell, trade, rent or otherwise share your Personal Information for marketing purposes with third parties. You may request additional information on what types of information We collect through Our App by sending an email message to: info@kellotime.com.

8.2 We implement commercially reasonable security measures designed to protect your Personal

Information from unauthorized access. For example, We protect your Personal Information from potential security breaches by implementing certain technological measures, including encryption, firewalls and secure socket layer technology. However, these measures do not guarantee that your Personal Information is free from all unauthorized access, disclosure, alteration or destruction by persons who breach such firewalls and secure server software. By providing your Personal Information to Us, You acknowledge that You understand and agree to assume these risks.

8.3 Our services are restricted to users who are 18 years of age or older. We do not permit users under the age of 18 (a "Child") to download Our App without their parent or guardian's consent. We do not knowingly collect Personal Information from a Child without their parent or guardian's consent. Nonetheless, if You are a parent or guardian of a Child and You become aware that your Child has provided Us with Personal Information without your consent, You should contact Us by sending an email addressed to: info@kellotime.com. Parents and guardians always have the right to inspect any information that We may have inadvertently collected from their Child, and have the right to have Us edit or delete it.

Section 9. California Privacy Rights. California Civil Code Section 1798.83, also known as the "Shine The Light" law, permits users of Our App who are California residents to request and obtain from Us, once a year and free of charge, information about the Personal Information (if any) We disclosed to third parties for direct marketing purposes in the preceding calendar year. As noted above, We do not sell, trade, rent or otherwise share your Personal Information for marketing purposes with third parties. In addition, California consumers have a right to know, access, and delete any of their Personal Information that we collect under the California Consumer Privacy Act.