

Terms of Service

Updated Jul 2nd 2023

This is a terms of service document for a SaaS business. It outlines the restrictions, responsibilities, and payment of fees for customers using the service, as well as limitations of liability and confidentiality agreements. It also includes sections on customer references, injunctive relief, and miscellaneous provisions.# Terms of Service

This is a binding agreement between you (the "Customer") and Fable, governing your use of the Fable Services ("Services"). By using the Services, you agree to be bound by the terms and conditions outlined in this agreement. If you do not agree to these terms, you may not use the Services.

SaaS Services & Support

Subject to the terms of this Agreement, Fable will use commercially reasonable efforts to provide Customer the Fable Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Fable account. Fable reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Subject to the terms hereof, Fable will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A.

Restrictions & Responsibilities

Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Fable or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions,

laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are “commercial items” and according to DFAR section 252.2277014(a) (1) and (5) are deemed to be “commercial computer software” and “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the terms and conditions outlined in this agreement and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Fable against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees) in connection with any third party claim or action that arises from an alleged violation of the foregoing or otherwise from Customer’s use of Services inconsistent with the terms of this agreement. Although Fable has no obligation to monitor Customer’s use of the Services, Fable may do so and may prohibit any use of the Services it reasonably believes may be (or alleged to be) in violation of the foregoing. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer’s knowledge or consent. Customer shall not bring in prohibited content into the Fable platform. Such content includes but is no limited to: (i) material that violates copyright, law, intellectual property and related proprietary rights, and (ii) distasteful, reprehensible or otherwise improper content, and (iii) personally identifiable information which includes, but isn’t limited to (full names, date of birth, email address, social security number, passport number, home address, driver’s license number, credit card numbers, telephone numbers, vehicle identification number, serial device numbers, media access controls, internet protocol address, device IDs, cookies, health insurance information, personal health information), and (iv) confidential information which

includes but isn't limited to (login credentials, passwords, access keys, secret keys, confidential answers to questions).

Confidentiality; Proprietary Rights

Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Fable includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Fable to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Notwithstanding anything to the contrary, Fable shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Fable will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Fable offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

Payment of Fees

Customer will pay Fable the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the "Fees"). Fable reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the

end of the Initial Service Term or then current renewal term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Fable has billed Customer incorrectly, Customer must contact Fable no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Fable's customer support department. Customer may choose to bill through an invoice, however, invoices are available only when paid up-front for an annual (12 month) or semi-annual (6 month) period. Monthly billing is permitted only for credit cards. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Fable's net income.

Term and Termination

Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least seven (7) days prior to the end of the then-current term. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Fable will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Fable may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

Warranty and Disclaimer

Fable shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Fable or by third-party providers, or because of other causes beyond Fable's reasonable control, but Fable shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. **HOWEVER, FABLE DOES NOT WARRANT THAT THE SERVICES**

WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FABLE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Indemnity

Fable shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Fable is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Fable will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Fable, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Fable, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Fable to be infringing, Fable may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER PARTY (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES,

CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO FABLE FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer Reference

Fable may use Customer's logo on Fable's website. Fable may refer to Customer as a Customer in other marketing and sales initiatives only when Customer provides written consent.

Injunctive Relief

Monetary damages will not be an adequate remedy for breach of the Customer's obligations set forth herein. In addition to all other remedies, if the Customer violates the terms of Section 2 or Section 3 of this Agreement, the Fable will have the right to apply to a court of competent jurisdiction for a temporary restraining order, preliminary injunction or other equitable relief, without the need to post bond or other security.

Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party shall have any right or ability to assign, transfer, or sublicense any obligations or benefit under the Agreement (whether voluntarily or by operation of law) without the written consent of the other (and any such attempt shall be void), except that either party may assign and

transfer the Agreement in its entirety and its rights and obligations hereunder, without the other party's consent, to (a) an affiliate controlling, controlled by or under common control of such party, or (b) any third party who succeeds to substantially all its business or assets, whether by sale of assets, merger or otherwise. Any attempted assignment in violation of the foregoing shall be null and void. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Fable in any respect whatsoever. In any action or proceeding to enforce rights