Navigator™ Operator Terms of Use

Last Updated [8-24-26]

This Navigator Operator Terms of Use (this "Agreement") is an agreement between Navigator Technologies 1802, Inc., a Delaware corporation ("Navigator"), and the individual or organization identified by Navigator as accessing or using the Services (as defined below) ("you" or "Operator") to publish, promote, offer, and manage Experiences (as defined below).

BEFORE ACCESSING OR USING THE SERVICES, YOU MUST READ THIS AGREEMENT CAREFULLY. BY (1) CLICKING A BOX OR BUTTON INDICATING ACCEPTANCE OF THIS AGREEMENT, (2) ACKNOWLEDGING ACCEPTANCE OF THIS AGREEMENT IN A SEPARATE DOCUMENT REFERENCING OR INCORPORATING THE TERMS OF THIS AGREEMENT, (3) ACCEPTING THIS AGREEMENT IN ANY OTHER MANNER SPECIFIED BY NAVIGATOR, AND/OR (4) ACCESSING OR USING THE SERVICES AVAILABLE TO OPERATORS, YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF YOURSELF AND, IF APPLICABLE, THE COMPANY YOU WORK FOR OR REPRESENT. BY ACCEPTING THIS AGREEMENT ON BEHALF OF SUCH COMPANY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH COMPANY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 14 THAT AFFECT YOUR RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO THE PLATFORM AND SERVICES.

1. Definitions

As used herein, the following terms shall have the definitions set forth below:

"Experience" means any trip, tour, activity, excursion, or other event that is published, promoted, offered, or managed by Operator using the Services.

"Experience Terms and Conditions" means Operator's terms and conditions for a particular Experience, such as Operator's cancellation or refund terms.

"Operator Content" means any information, material, or other content that is provided or submitted to the Services by Operator relating to an Experience offered by Operator, including, without limitation, any images, videos, text, audio, and any names, likenesses, or other personal information contained in any of the foregoing.

"Participant" means any individual or group that uses the Services to search for, book, and coordinate Experiences.

"Platform" means Navigator's proprietary web-based platform and dashboard consisting of self-service back-office tools and workflows that enable Operators to plan Experience itineraries, manage and communicate with Participants, coordinate Experience vendors, and sell Experiences, as well as any updates, modifications, customizations or improvements thereto as Navigator may provide to Operator from time to time.

"Services" means the provision of access to and use of the Platform as software-as-a-service to Operator in accordance with the terms of this Agreement.

2. Account

You must register as an "Operator" with Navigator and create an account in order to use the Services. You agree that all registration information you give Navigator will be accurate, current, and complete. You will timely notify Navigator of any changes to any of the foregoing information. Your registration data, including any personal information, is governed by our Privacy Policy. You must not register for an account or use the Services if you are under the age of 18.

You are responsible for controlling access to any PCs, mobile devices, or other end points that you allow to store your Services password, or on which you enable a "Remember Me" or similar functionality ("Activated Device"). Accordingly, you agree that you will be solely responsible for all activities that occur under your Services account, including the activities of any individual with whom you share an Activated Device. To protect your account, keep your password confidential. If you learn of any unauthorized use of your password, please contact Navigator at info@asknavigator.ai.

3. Experiences; Payment

3.1 Listing Experiences. Operator may use the Services to publish, promote, offer, and manage Experiences. Operator shall ensure that each of Operator's Experience listings includes all information necessary or useful for Participants to understand and participate in the Experience, including, without limitation: (i) the date(s), time(s), and location(s) of the Experience; (ii) any requirements for participation in the Experience, such as minimum age requirements, the maximum number of Participants that can participate in an Experience, or any licenses, certifications, permits, or registrations that a Participant must furnish or obtain in order to participate in the Experience; and (iii) any safety or other risks associated with the Experience. Operator is solely responsible for the content of each Experience listing, even if Operator used the tools and artificial intelligence capabilities made available through the Services to create or manage Operator's listings. Only Participants that book an Experience through the Services (or individuals who are added as guests by a Participant that booked an Experience through the Services) are permitted to participate in that Experience.

3.2 Providing Experiences. Operator is solely responsible for providing the Experiences that Operator offers through the Services, including (i) obtaining all venues, vehicles or other transportation, and other goods and services, necessary to provide Operator's Experiences (collectively, "Goods and Services"), (ii) ensuring Operator's Goods and Services are in good working order and conform to all applicable laws and regulations relating to safety, inspection, and operation, (iii) ensuring that the Experience complies with the applicable laws, rules, and regulations of the jurisdiction in which Operator provides Experiences; and (iv) procuring and maintaining all applicable permits, licenses, certifications, authorizations, and approvals of any governmental authority relating to the Experiences and/or business operations of Operator (and providing evidence of the same to Navigator from time to time promptly upon Navigator's request).

3.3 Navigator Policies. Operator and its Experience must comply with any additional terms, policies, or guidelines made available to Operator in the Services (collectively, "Navigator Policies").

Navigator has no obligation to screen, review, or evaluate any Experience listing, or a listing's compliance with Navigator Policies.

3.4 Experience Terms and Conditions. As a courtesy, the Services will enable Operator to include Operator's Experience Terms and Conditions in Operator's listing for the Experience on the Services. Navigator does not review, and has no responsibility for the content of, Operator's Experience Terms and Conditions. Operator must ensure that its Experience Terms and Conditions do not conflict with this Agreement or Navigator's Participant Terms of Service. OPERATOR UNDERSTANDS AND AGREES THAT NAVIGATOR IS NOT A PARTY TO OR RESPONSIBLE FOR ANY EXPERIENCE TERMS AND CONDITIONS THAT OPERATOR MAY ENTER INTO OR PURPORT TO ENTER INTO WITH ANY PARTICIPANT, OR FOR ANY PARTICIPANT'S PERFORMANCE UNDER ANY EXPERIENCE TERMS AND CONDITIONS. NAVIGATOR DISCLAIMS ALL LIABILITY WITH RESPECT TO OPERATOR'S EXPERIENCE TERMS AND CONDITIONS, OPERATOR'S RELATIONSHIP OR INTERACTIONS WITH PARTICIPANTS, AND ANY EXPERIENCES CREATED BY OPERATOR FOR PARTICIPANTS, TO THE MAXIMUM EXTENT PERMITTED BY LAW. OPERATOR ACKNOWLEDGES AND AGREES THAT NAVIGATOR IS NOT PROVIDING ANY LEGAL OR OTHER ADVICE WITH RESPECT TO THE INCLUSION OF THE EXPERIENCE TERMS AND CONDITIONS ON THE SERVICES. OPERATOR AGREES THAT OPERATOR IS RESPONSIBLE FOR INFORMING ITSELF OF THE LAWS AND REGULATIONS APPLICABLE TO ITS JURISDICTION AND FOR ENSURING THAT THE EXPERIENCE TERMS AND CONDITIONS COMPLY WITH THEM. Navigator is not responsible or liable for the conduct of any Participant on the Services, during any Experience, or otherwise. Navigator does not conduct criminal or other background checks on Participants or otherwise inquire into the background of Participants.

3.5 Experience Fees. The fees charged to Participants for an Experience are determined by Operator and must be specified by Operator in the Experience listing ("Experience Fees"). In addition to Experience Fees, Navigator also charges Participants a booking fee, calculated as a percentage of the relevant Experience Fees ("Booking Fees"). Operator's Experience Fees and Navigator's Booking Fees will be collected from Participants at the time of booking through the Services, using a multiparty payment service provided by Navigator's third-party service provider (currently Stripe Connect) (the "Multiparty Payment Service"). In order to use the Services, Operator must, at all times during the term of this Agreement, maintain its own account with the Multiparty Payment Service and link Operator's Multiparty Payment Service account with the Services. For the avoidance of doubt, Operator is the "merchant of record" for all Experience bookings made through the Services, and, as between Operator and Navigator, Operator is responsible for anticipated or received returns, reversals, or other rejections of transactions, any negative balances, chargebacks, provisional settlement costs, funding failures, transactions not authorized by the Participant (including, without limitation, use of stolen cards by third parties, use of compromised account or card number by third parties, or any other payment card or account fraud), and any other similar types of costs, losses, or shortages that may occur with respect to payments made to Operator through the Services. Operator agrees that Navigator has no responsibility or liability with respect to the payment of any Experience Fees or any payment dispute between Operator and a Participant, and Operator shall look solely to the relevant Participant to collect any such compensation.

3.6 Services Subscription. Certain tools and features of the Services are only available through Operator's purchase of a monthly subscription to the Services. Operator's subscription shall automatically renew on a month-to-month basis unless Operator's subscription is cancelled or

this Agreement terminated in accordance with the terms hereof. Operator may cancel its subscription for the Services at any time by providing written notice to Navigator; any such cancellation by Operator shall be effective at the end of the current month of Operator's subscription. Subscription fees will be as set forth on a designated page of Navigator's website or as otherwise provided by Navigator to Operator in writing (email sufficing). Navigator may modify its pricing at any time, effective at the beginning of any new monthly subscription term, by notifying Operator in writing (e-mail sufficing) at least seven (7) days in advance. If Operator chooses to continue receiving the Services after the price change goes into effect, then it will be deemed to have accepted the price change beginning with the next month's subscription term; if Operator does not accept the price change, then it may cancel its subscription as described above. All subscription fees are payable in advance unless a different payment schedule is expressly set forth in a mutually-executed ordering document that references this Agreement. All amounts due under this Agreement to Navigator shall be payable in U.S. dollars. Navigator may charge interest on overdue amounts at the rate of one and one-half percent (1.5%) per month or the highest lawful rate, whichever is less. In the event that Navigator utilizes a collection agency or institutes legal proceedings to collect any fees or other amounts due under this Agreement, Operator shall be liable for all reasonable attorneys' fees, agency costs and other costs associated therewith. Additionally, if for any reason Navigator cannot collect amounts owed under this Agreement when due, Navigator, in addition to any other remedies available to it, may immediately suspend or terminate Operator's access to or use of the Services.

3.7 Taxes. Operator is responsible for and agrees to pay all current and future sales, use, transfer, value added taxes, and other taxes and duties, whether state, federal, national or international, however designated, including value added taxes and similar taxes, which are levied or imposed with respect to (i) Operator's purchase of a Services subscription from Navigator, excluding taxes on or measured by Navigator's net income, and (ii) the payment of Experience Fees by Participants to Operator. Operator shall be responsible for, and shall indemnify Navigator against, all such taxes for which Operator is responsible, including penalties and interest.

4. License Grant and Restrictions

4.1 Licenses

a. Services. Subject to the terms and limitations set forth in this Agreement, Navigator hereby grants to Operator a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to access and use the Platform via the internet solely for Operator's internal business purposes.

b. Operator Content. Operator hereby grants to Navigator a limited, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicensable (except to Navigator's service providers as deemed necessary to provide services to Navigator) license to access, use, reproduce, capture, copy, modify, host, reformat, store, transmit, maintain and publicly display the Operator Content for the purpose of operating, promoting, and improving the Services, and to develop new ones. This license continues even if Operator stops using the Services or if this Agreement is terminated.

4.2 Restrictions. Operator shall not reproduce, prepare derivative works based on, disclose, publish, distribute, rent, lease, or modify the Platform or Services or any part thereof. Operator shall not reverse engineer, decompile, translate, adapt, or disassemble the Platform or Services. Operator shall not use the Platform or Services in a manner not authorized by this Agreement. Operator shall not copy any content from or scrape the Platform, the Services, or any related software. Operator shall not use the Platform or Services to (i) violate any law or a third-party's rights; (ii) submit excessive or unsolicited commercial messages or spam any users; (iii) transmit malicious content or viruses, including the introduction of malicious content or viruses into the Platform or Services; (iv) solicit other people's login information, credit card numbers, or other sensitive information; (v) harass or bully other users; or (vi) host or transmit content that is hate speech, offensive, threatening or pornographic, or that incites violence or that contains nudity or graphic or gratuitous violence. Operator agrees not to remove or obscure any copyright, trademark, or other proprietary rights notices from the Platform or Services. Operator also agrees not to permit any third party acting on its behalf to engage in any of prohibited activities under this Section 4.2. Navigator reserves the right, but is not obligated to, monitor your use of the Services for violations of this Agreement, including any Navigator Policies. Navigator may, in its sole discretion, immediately remove or disable, with or without notice to Operator, any content, including any Experience listing, if Navigator determines in good faith that such content is illegal or violates this Agreement, or that removal or disablement is necessary to protect Navigator from financial or reputational harm. Navigator also has absolute discretion to immediately suspend or terminate Operator's access to the Services, with or without notice to Operator, if Navigator determines that Operator has engaged in misconduct conduct, or any conduct designed or intended to circumvent any of the provisions of this Agreement or the Navigator Policies.

4.3 Operator Content Warranties. Operator hereby represents and warrants to Navigator that (i) Operator is the creator or owner of, or otherwise have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Navigator to use, Operator Content in any manner contemplated by this Agreement, and (ii) Operator Content does not violate any applicable law, regulation, or rule, and do not infringe any intellectual property, publicity, privacy or other rights of any third party.

5. **Participant Information.** Operator may be able to access Participants' travel or other documents (e.g., Passport or other identification) (collectively, "Participant Travel Documents") through the Services. Operator will only use Participant Travel Documents as reasonably necessary to provide the Experience, and for no other purpose. Operator acknowledges that Navigator may revoke Operator's access to Participant Travel Documents five (5) days after an Experience's scheduled end date.

6. **Title.** Operator acknowledges and agrees that the Platform and Services are proprietary to Navigator, its affiliates or licensors, and are protected under intellectual property laws, and laws governing confidential information. Operator shall maintain the confidentiality of the non-public aspects of the Platform, Services, and any nonpublic information contained within the Platform and/or Services, irrespective of whether such information is labeled or marked with any proprietary legend or notice indicating its confidential nature. Navigator retains all rights, title, and interest in and to the Platform and Services, including (without limitation) all applicable intellectual property rights, as well as all modifications, enhancements, and derivative works thereof. This Agreement does not convey any title or interest in or to the Platform or Services to Operator, but only grants a limited right of use that is revocable in accordance with the terms of this Agreement.

Navigator reserves all worldwide rights not expressly granted under this Agreement. All feedback, suggestions, improvements and similar information relating to the Platform or Services, or Navigator's other products and services, provided by you shall be the sole property of Navigator, which may freely use them without any obligation to obtain consent or pay compensation.

7. Confidentiality. "Confidential Information" means all information disclosed by Navigator to Operator, whether orally or in writing, or otherwise disclosed to or obtained by Operator in connection with this Agreement and/or with the Platform or Services. The Platform and Services, and all information related thereto, are the Confidential Information of Navigator. Except as necessary to perform Operator's obligations or exercise its rights under this Agreement, Operator shall not (i) use Confidential Information, or (ii) disclose Confidential Information to any third party, except Operator's authorized employees and contractors (as applicable) who are bound by confidentiality agreements with terms no less restrictive than those of this Section 7 and who need to use or have access to the Confidential Information for the purposes contemplated by this Agreement. Operator shall exercise the same degree of care with Confidential Information as it exercises with Operator's own confidential and proprietary information, and in no event less than a reasonable degree of care, and shall inform any authorized employees and contractors having access to Confidential Information of its confidential nature. Operator will be liable for the acts and omissions of any employees and/or contractors who have access to Confidential Information. Except for personal information protected by applicable law, Confidential Information shall not include any information to the extent that Operator can reasonably demonstrate, by contemporaneous written evidence, that such information (a) is or becomes part of the public domain, other than as a result of the actions of Operator or, if applicable, Operator's employees or contractors, (b) was already rightfully known to Operator as of the time it is disclosed to or obtained by it, or (c) is subsequently learned from a third party not under a confidentiality obligation to Navigator. Operator may disclose Confidential Information if disclosure is necessary to comply with legal or administrative process (including civil and criminal subpoenas, court orders or other compulsory disclosures); provided that Operator gives Navigator prior written notice of such compelled disclosure and reasonable assistance, at Navigator's cost, if Navigator wishes to contest the disclosure.

8. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE HEREIN, THE PLATFORM AND SERVICES ARE LICENSED AND PROVIDED SOLELY ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND NAVIGATOR, ITS AFFILIATED COMPANIES AND ANY THIRD PARTY SUPPLIERS AND LICENSORS HEREBY EXPRESSLY DISCLAIM, AND OPERATOR EXPRESSLY WAIVES ALL WARRANTIES ARISING BY LAW OR OTHERWISE WITH RESPECT TO THE PLATFORM AND SERVICES, INCLUDING, BUT NOT LIMITED TO: ANY IMPLIED WARRANTY OF ACCURACY, MERCHANTABILITY, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, LOSS OF DATA, OR FITNESS FOR A PARTICULAR PURPOSE; ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE; ANY WARRANTY OF TITLE OR NON-INFRINGEMENT; AND, ANY OTHER WARRANTY ARISING UNDER ANY THEORY OF LAW, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NAVIGATOR MAKES NO COMMITMENTS ABOUT THE DATA OR CONTENT WITHIN THE SERVICES. ADDITIONALLY, NAVIGATOR SHALL HAVE NO LIABILITY WHATSOEVER ARISING FROM ANY THIRD PARTY SOFTWARE OR COMPONENTS. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING SUITABILITY FOR USE, SHALL BE DEEMED TO BE A WARRANTY BY NAVIGATOR OR ANY OF ITS AFFILIATES OR THIRD-PARTY

SUPPLIERS. NAVIGATOR DOES NOT WARRANT THAT THE SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

9. Limitation Of Liability

UNDER NO CIRCUMSTANCES SHALL NAVIGATOR, ITS AFFILIATED COMPANIES, OR ITS THIRD PARTY SUPPLIERS OR LICENSORS BE LIABLE TO OPERATOR OR TO ANY THIRD PARTIES FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY LOSS OR DAMAGE CAUSED BY THE PLATFORM OR SERVICES; ANY PARTIAL OR TOTAL FAILURE OF THE PLATFORM OR SERVICES; LOST PROFITS, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF GOODWILL, OR LOSS OF USE OF EQUIPMENT OR SERVICES OR DAMAGES TO BUSINESS OR REPUTATION ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY ASPECT OF THE PLATFORM OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT NAVIGATOR, ITS AFFILIATES OR ITS THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL NAVIGATOR'S CUMULATIVE LIABILITY TO OPERATOR FOR ANY LOSSES OR DAMAGES RESULTING FROM ANY CLAIMS, LAWSUITS, DEMANDS, OR ACTIONS ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE FEES PAID BY OPERATOR TO NAVIGATOR UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE LAST CLAIM OR DAMAGE AROSE.

10. Indemnification

Operator agrees to defend, indemnify and hold harmless Navigator and its affiliated companies, and its and their respective officers, directors, shareholders, members, employees, agents and representatives from and against all out-of-pocket costs, damages, losses, judgments, fines, and expenses (including reasonable attorneys' fees) arising from Operator's breach of this Agreement, Operator's use of the Services, or any third-party demand, claim or proceeding (each of the foregoing, a "Claim") arising from or in connection with (i) Operator's Experiences, (ii) Operator Content, or (iii) Operator's use of the Services. Navigator will promptly provide written notice to Operator of any Claim for which it seeks indemnification under this Agreement and Operator shall assume the defense thereof; provided, however, that (a) failure of the Navigator to provide such notice will not release Operator from any of Operator's indemnity obligations except to the extent that Operator's ability to defend such Claim is materially prejudiced by such delay; and (b) Navigator shall retain the right at all times to immediately take over the defense of a Claim at any time for any Enumerated Reason, and in such case, Operator shall continue to cooperate and shall reimburse Navigator for its costs related to taking on such defense. Operator shall not settle or compromise any such Claim without the full release of Navigator from all liabilities and obligations associated with the Claim, except for any obligations to which Navigator has consented to in writing. Additionally, Operator shall not admit liability or wrongdoing, or take any action that imposes any obligation on Navigator (including the payment of any amount), on behalf of Navigator without Navigator's prior written consent in each instance. Navigator has the right to participate, at its own expense, in the defense of any Claim covered under this provision with counsel of its own choosing. An "Enumerated Reason" means any scenario where (i) Operator is no longer financially able to adequately defend the Claim, (ii) a potential conflict of interest arises or would arise if Operator continued to defend the Claim, (iii) the Claim involves criminal charges against Operator, (iv) the Claim impacts or relates to Navigator intellectual property or any customer facing Services, (v) injunctive relief is sought, (vi) the Claim relates to any governmental

related matter specific to Navigator, (vi) the Claim primarily impacts Navigator, or (vii) the Claim could cause Navigator significant reputational harm.

11. Termination

11.1 Navigator may terminate this Agreement and Operator's subscription for the Services (i) for non-payment as provided in Section 3.6 above; (ii) immediately upon notice via e-mail or written notification sent to the current Operator e-mail or business address associated with Operator's account if Operator breaches Section 4.2 above; (iii) upon seven (7) days' prior notice sent via e-mail or written notification if Operator materially breaches any other provision of this Agreement and fails to cure such breach during the seven (7) day notice period; or (iv) immediately upon e-mail or written notice in the event Operator undergoes a dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, assignment for the benefit of creditors, or the appointment of a receiver, trustee, custodian, or similar agent for Operator's business or property.

11.2 In addition to those provisions which by their nature are intended to survive any termination or expiration of this Agreement (including this Section 11.2), Sections 3.6, 4.2, 4.3, 6-10, 12, and 13 of this Agreement shall specifically survive such termination or expiration. Upon cancellation of Operator's subscription or termination of this Agreement, (i) Operator agrees to immediately return to Navigator or destroy all Navigator Confidential Information in its possession and (if requested by Navigator) provide written certification from an officer of Operator to that effect, and (iii) Navigator may destroy and/or delete any Operator Content.

12. Compliance with Law

Operator agrees to use the Services in accordance with applicable United States laws, rules and regulations, the applicable laws, rules, and regulations of the jurisdiction where the Services are used, and the applicable laws, rules, and regulations of the jurisdiction in which Operator provides Experiences. The Services may be subject to export and other foreign trade controls that restrict resale and/or transfers to other countries and parties. By accepting the terms of this Agreement, Operator acknowledges that it understands that the Services may be subject to such controls, including, but not limited to, the Export Administration Regulations and/or the foreign trade control regulations of the Treasury Department of the United States.

Regardless of whether Operator is a US-based person or entity, Operator shall not offer Experiences that, in whole or in part, take place in a country or territory that is subject to sanctions imposed by the United States government (such as those administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, the U.S. Department of State, or the U.S. Department of Commerce), the United Nations Security Council, the European Union, or His Majesty's Treasury. In addition, Operator shall ensure that none of Operator's employees or contractors are on the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals, or any other restricted party list published by any of the governmental authorities set forth in the previous sentence (each, a "Restricted Party"), and Operator shall not use the Services to collect money from any Restricted Party.

13. General

13.1 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without reference to conflicts of laws principles. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

13.2 Notices. All notices shall be in writing and shall be delivered by personal delivery, facsimile transmission, e-mail, overnight mail or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery or upon acknowledgment or confirmation of delivery of e-mail or facsimile transmission. Notices to Navigator shall be sent to info@asknavigator.ai, Attention: Legal Department (or such other address as Navigator designates by notice sent pursuant to this paragraph). All notices to Operator may be sent to the latest business or e-mail address associated with Operator's account.

13.3 No Agency. The parties to this Agreement are independent contractors and nothing in this Agreement shall be deemed to create a joint venture, partnership, or agency relationship between the parties in this Agreement.

13.4 Force Majeure. In no event will Navigator be liable for any unavailability of the Platform or any failure or delay in the performance of Navigator's obligations to the extent caused by or resulting from any cause beyond Navigator's reasonable control, including but not limited to any strike, lockout, earthquake, hurricane, flood, fire, or other acts of God or nature, war, rebellion, civil disorders, laws, regulations, acts of civil or military authorities (including the denial or cancellation of any necessary license), epidemics, pandemics, and other public health emergencies, criminal or malicious acts of third parties, unavailability of materials, carriers or communications facilities, and Internet and network disruptions.

13.5 Waiver. If one party fails to enforce a provision of this Agreement, it shall not be precluded from enforcing the same provision at another time. To be effective any waiver must be in writing and executed by an authorized signatory of the party to be charged.

13.6 Severability. If any provision of this Agreement is deemed unenforceable or invalid by law or by a court decision, the provision shall be changed and interpreted if possible to accomplish the intent of the provision within the constraints of the law. Only that provision that is deemed unenforceable or invalid, and not the entire Agreement, shall be invalidated.

13.7 Assignment. Operator may not assign this Agreement (including by operation of law), in whole or in part, to any third party or agency without the prior written consent of Navigator. Navigator may freely assign this Agreement, in whole or in part, without Operator's consent. Navigator may also, without notice, utilize subcontractors and agents to provide aspects of the Services, provided, however, that Navigator shall remain primarily responsible for compliance with its obligations under this Agreement.

13.8 No Conflicting Terms. Navigator shall not accept, and this Agreement does not operate as an acceptance of, any different or additional terms and conditions, and this Agreement shall prevail over any such different or additional provisions, of any Operator order or any other Operator originated instruments.

13.9 Entire Agreement; Modifications. This Agreement supersedes all previous agreements and understandings, whether oral or written, between Operator and Navigator with respect to its subject matter and the use of the Services. Navigator reserves the right to modify this

Agreement for any reason. Operator should regularly look at this Agreement and the "Last Updated" date at the beginning of this Agreement. Navigator will use reasonable efforts to give Operator notice of these modifications, such as posting notice of modifications on the web page for the Services or by emailing Operator at the then-current email address associated with its account. If Operator does not agree to the terms of the Agreement as modified pursuant to this paragraph, Operator must immediately cease all access to and use of the Services. Except as otherwise expressly provided in this Section 13.9, no modifications to this Agreement shall be valid unless made in writing and signed by a duly authorized representative of each party. There are no third-party beneficiaries to this Agreement.

13.10 No Draftsman's Presumption. The parties acknowledge that each party had the opportunity to engage counsel in connection with reviewing and negotiating this Agreement and that, accordingly, no draftsman's presumption or similar rule of construction shall be applied to construe this Agreement in favor of or against either party.

13.11 Insurance. Operator shall procure and maintain at its expense from an insurer that has a 'Best's Rating A- VII' or better: (i) worker's compensation insurance in compliance with statutory requirements of the state of operation and employer's liability with limits no less than $1,000,000 each accident/disease/policy limit; (ii) commercial general liability insurance in an amount no less than $2,000,000 per occurrence combined single limit (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal and advertising injury) with limits of at least $2,000,000, combined single limit for each occurrence and $2,000,000 general aggregate; (iii) automobile liability insurance in an amount no less than $2,000,000 combined single limit for each owned, non-owned, hired and leased vehicles; and (iv) errors and omissions insurance with limits of not less than $2,000,000 per each claim. A combination of primary and excess/umbrella liability policies will be acceptable as a means to meet the limits specifically required hereunder. THE REQUIRED MINIMUM LIMITS OF COVERAGE SHOWN ABOVE, HOWEVER, WILL NOT IN ANY WAY RESTRICT OR DIMINISH OPERATOR'S LIABILITY UNDER THIS AGREEMENT. Navigator may also, upon reasonable notice, require that Operator obtain other types and/or limits of insurance at Operator's expense. Navigator shall be named as an additional insured under the commercial general liability, automobile liability, and any excess/umbrella liability insurance policies that Operator is required to maintain under this Section 13.11. Operator shall cooperate with Navigator to verify all insurance required by this Section 13.11, including by promptly providing proof of such insurance upon request. If any insurance required under this Section 13.11 expires or is cancelled, Operator shall immediately notify Navigator in writing.

14. <u>Dispute Resolution.</u>

a. Mandatory Arbitration. Operator and Navigator agree to resolve any a claim by a party arising out of or relating to this Agreement, the Platform, or the Services (collectively, "Disputes"), regardless of when they arose, even if it was before this Agreement existed, through final and binding arbitration.

b. Informal Dispute Resolution. Navigator wants to understand and address Operator concerns prior to formal legal action. The parties agree to try to resolve Disputes informally before filing a claim against one another. If the parties cannot resolve a Dispute within sixty (60) days, either party may initiate arbitration. Both parties also agree to attend an individual

settlement conference if either party requests one during this time. Any statute of limitations will be tolled during this informal resolution process.

c. General. Operator and Navigator agree to resolve any Disputes through final and binding arbitration, except as set forth below. Either party may commence binding arbitration through NAM, or, if NAM is not available, an alternative arbitral forum selected by the parties. The initiating party will pay all filing fees for the arbitration and payment for other administrative and arbitrator's costs will be governed by the arbitration provider's rules. If a party's claim is determined to be frivolous, the party who initiated the frivolous claim is responsible for reimbursing the other party for all administrative, hearing, and other fees incurred as a result of the frivolous claim.

d. Procedure. The arbitration will be conducted by telephone, based on written submissions, video conference, or in person in Wilmington, Delaware or at another mutually agreed location. The arbitration will be conducted by a sole arbitrator by NAM under its then-prevailing rules. All issues are for the arbitrator to decide, except a Delaware court has the authority to determine: (a) if a provision of this arbitration section should be severed and the consequences of that severance; (b) whether the parties have complied with conditions precedent to arbitration; and (c) whether an arbitration provider is available to hear the arbitration. The amount of any settlement offer will not be disclosed to the arbitrator by either party until after the arbitrator determines the final award, if any.

e. Exceptions. Nothing in this Agreement requires arbitration of the following claims: (a) individual claims brought in small claims court; and (b) injunctive or other equitable relief to stop unauthorized use or abuse of the Services or Navigator's Confidential Information, or intellectual property infringement.

f. No Class Actions. Disputes must be brought on an individual basis only and may not be brought as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed. If for any reason a Dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding, or counterclaim. This does not prevent either party from participating in a class-wide settlement of claims.

g. Batch Arbitration. If twenty-five or more claimants represented by the same or similar counsel file demands for arbitration raising substantially similar Disputes within ninety days of each other, then Operator and Navigator agree that NAM will administer them in a group of up to fifty claimants ("Batches"), unless there are less than fifty claimants in total or after batching, which will comprise a single Batch. NAM will administer each Batch as a single consolidated arbitration with one arbitrator, one set of arbitration fees, and one hearing held by videoconference or in a location decided by the arbitrator for each Batch. If any part of this section is found to be invalid or unenforceable as to a particular claimant or Batch, it will be severed and arbitrated in individual proceedings.

h. Severability. If any part of this Section 14 is found to be illegal or unenforceable, the remainder will remain in effect, except that if a finding of partial illegality or unenforceability would allow class or representative arbitration, this Section 14 will be unenforceable in its

entirety. Nothing in this section will be deemed to waive or otherwise limit the right to seek public injunctive relief or any other non-waivable right, pending a ruling on the substance of that claim from the arbitrator.