

Master Services Agreement

Apple

This Statement of Work ("SOW") is entered into by Potrero Labs, Inc. ("**Potrero Labs**") and the contractor identified below ("**Contractor**"). This SOW is issued under the Inbound Services Agreement between Potrero Labs, Inc. and Apple. dated Feb 14, 2022 (the "**SA**").

1. Contractor	Full legal name: <i>Point of Contact name:</i> <i>Point of Contact telephone:</i> <i>Point of Contact email:</i>	Apple, Inc Johnny Ive 123-456-7890 johnsmith@customer.com
1. Potrero Labs	<i>Point of Contact name:</i> <i>Point of Contact telephone:</i> <i>Point of Contact email:</i>	Jill Smith 123-456-7890 jillsmith@potrerolabs.com
1. SOW Term	"SOW Effective Date"	<input type="checkbox"/> The date Potrero Labs signs this SOW
	"SOW End Date"	July 27, 2022
	Unless terminated earlier in accordance with the SA, the SOW will begin on the SOW Effective Date and end on the later of: 1. the SOW End Date; or 2. the end of the last Inspection Period under this SOW (as described in SA Section 2 (Services and Deliverables)).	

1. **Services and Deliverables**. Contractor will provide the following Services and Deliverables to Potrero Labs:

- a. **Description**. Consulting Services for space travel.
- b. **Services Location**. Contractor will provide the Services from the following location(s) (and any other

locations that Potrero Labs approves in writing):

- i. Potrero Labs-operated, vendor-occupied (Potrero) facilities in: Potrero Labs Headquarters

2. **Payment.**

- a. **Fees and Invoicing.** After Potrero Labs accepts the applicable Services and Deliverables, Contractor will invoice Potrero Labs:

☐ the following flat fee for completing all Services and Deliverables: \$45,000.

1. **Expenses.**

- a. Contractor's expenses are included in the fees in SOW Section 5.1 (Fees and Invoicing). No other expenses will be reimbursed.

- 2. **Maximum Total Cost.** The total invoiced amount (including expenses) under this SOW will not exceed the following cap: \$45,000. This cap:

- a. includes Taxes.

- 3. **Special Terms.** The following special terms apply to this SOW: N/A

[Signature Page Follows]

If you are signing on behalf of your company, you represent and warrant that you:

(1) have full legal authority to bind your company to these terms and conditions;

(2) have read and understood the SA and this SOW; and

(3) agree to this SOW on behalf of your company.

If you do not have the legal authority to bind your company, do not sign this SOW.

Signed by the parties' authorized representatives on the dates below.

POTRERO LABS		CONTRACTOR	
By:	[potreroLabsSignerSignature]	By:	[counterpartySignerSignature]
Name:	[potreroLabsSignerName]	Name:	[counterpartySignerName]
Title:	[potreroLabsSignerTitle]	Title:	[counterpartySignerTitle]
Date:	[potreroLabsSignerDateField]	Date:	[counterpartySignerDateField]

This Master Services Agreement (“MSA”) is effective as of May 7, 2021 and is entered into by Potrero Labs and Contractor.

“Contractor”	Full legal name: Place of Incorporation: Contractor Address:	Apple, Inc. Delaware 325 5th St., San Francisco, CA 94107, United States
“Potrero Labs”	Full legal name: Place of Formation: Potrero Labs’s Address:	Potrero Labs LLC Delaware 71 Stevenson St, San Francisco, CA 94105
“Effective Date”	The date this SA is signed by Potrero Labs.	
“Term”	This SA will start on the Effective Date and continue until terminated.	

1. **Definitions.**

- a. **“Agreement”** means, collectively, this SA and all SOWs and purchase orders issued under this SA.
- b. **“Background IP”** means all Intellectual Property owned or licensed by a party (A) before starting the Services or (B) independent of the Agreement.
- c. **“Deliverables”** means any work product (including third party materials) provided by Contractor to Potrero Labs under this Agreement.
- d. **“Developed IP”** means any Intellectual Property created or discovered by Contractor or Potrero Labs in connection with this Agreement.
- e. **“Inspection Period”** means a 10 business day period following Potrero Lab’s receipt of the applicable Services or Deliverables, unless otherwise specified in the applicable purchase order or SOW.
- f. **“Intellectual Property”** means anything protectable by an Intellectual Property Right.
- g. **“Intellectual Property Right(s)”** means all registered or unregistered intellectual property rights throughout the world, including: rights in patents, copyrights, trademarks, trade secrets, designs, databases, and domain names; and moral rights.
- h. **“Personnel”** means Contractor (if an individual) and all employees and agents of Contractor and its subcontractors and their agents.
- i. **“Services”** means all services specified or provided under this Agreement.
- j. **“SOW”** means a fully-signed statement of work, specifying the Services and Deliverables under this Agreement, in a format similar to Attachment A (SOW Template).
- k. **“Tax(es)”** means all government-imposed taxes, except for taxes based on Contractor’s or Personnel’s net

income, net worth, asset value, property value, or employment.

- I. In this Agreement, (A) “**include**” or “**including**” means “including but not limited to,” and (B) examples are illustrative and not the sole examples of a particular concept.

2. **Services and Deliverables.**

a. **Services; Requirements.**

- i. **Services.** Contractor will provide Services and Deliverables as specified in applicable purchase orders and SOWs. Potrero Labs affiliates can execute SOWs referencing this SA with Contractor or its affiliates, but the SOW will form a separate contract between the parties and incorporate all of the terms of this SA by reference. For the purpose of that SOW, the term Potrero Labs in this SA will refer to the Potrero labs affiliate executing the SOW and, if applicable, the term Contractor will refer to the Contractor affiliate executing the SOW.
- ii. **Software Requirements.** If Contractor includes any customized software in the Services or Deliverables, then Contractor will develop all such software in compliance with Potrero Labs-provided software guidelines.

b. **Inspection; Acceptance; Rejection.**

- i. **Inspection.** Potrero Labs may inspect the Services and Deliverables during the Inspection Period.
 - ii. **Acceptance.** Any Services or Deliverables not rejected within the Inspection Period will be deemed accepted. Acceptance does not reduce any applicable warranties under this Agreement.
 - iii. **Rejection; Corrections.** During the Inspection Period, Potrero Labs may reject Services and Deliverables that do not meet this Agreement’s warranties or specifications. Potrero Labs will provide a written explanation for any rejected Services or Deliverables. If requested by Potrero Labs during the Inspection Period, Contractor will correct and re-deliver any rejected Services and Deliverables at no cost to Potrero Labs, under agreed deadlines, and subject to further Inspection Period(s). Otherwise, Potrero Labs’s rejection is final and Potrero Labs will have no obligation to pay for the rejected Services and Deliverables.
- c. **Notice of Delays.** Contractor will promptly notify Potrero Labs in writing of anything that is likely to cause a delay in the delivery of any Deliverable.

3. **Payment.**

a. **Invoices.**

- i. **Submitting Invoices.** Contractor will invoice Potrero Labs in accordance with the fee(s) specified in the applicable purchase order or SOW. Contractor will submit itemized invoices to the online portal specified by Potrero Labs according to the portal’s instructions. Unless otherwise specified in the purchase order or SOW, Contractor will invoice Potrero Labs monthly in arrears and only for accepted Services and Deliverables.
- ii. **Disputing Invoices.** Potrero Labs will only initiate invoice disputes in good faith, and will provide a written description of the disputed amounts. Upon Potrero Labs’s request, Contractor will issue separate invoices for undisputed and disputed amounts. Payment of any undisputed amounts will not compromise Potrero Labs’s right to object to the disputed amounts. Disputed amounts will not be due until the dispute is finally resolved, and will then be payable according to Subsection (C) (Paying Invoices).

- iii. Paying Invoices. Potrero Labs will pay Contractor within 30 business days after Potrero Labs receives a correct invoice in accordance with this Section 3.1 (Invoices). Potrero Labs is not required to pay any invoice submitted more than 180 days after the end of the applicable Inspection Period for the Services or Deliverables.
- b. Expenses.
 - i. Expenses Eligible for Reimbursement. Potrero Labs will reimburse Contractor for expenses up to the amounts specified in the applicable purchase order or SOW, and only if they are:
 - i. actual, reasonable, and necessary (without mark-ups or commissions);
 - ii. approved in advance and in writing by Potrero Labs; and
 - iii. accompanied by receipts and other documentation that Potrero Labs may request establishing the type, date, amount, payment, and purpose for such expenses.
 - ii. Contractor Responsible for Personnel's Expenses. Contractor is solely responsible for reimbursing Personnel's expenses and will do so in accordance with all applicable laws and regulations.
- c. Right to Offset Payment. In addition to other rights and remedies Potrero Labs may have, Potrero Labs may offset any payment obligations to Contractor that Potrero Labs may incur under this Agreement against any fees owed to Potrero Labs and not yet paid by Contractor under this Agreement or any other agreement between Contractor and Potrero Labs. Potrero Labs may also withhold and offset against its payment obligations under this Agreement, or require Contractor to pay to Potrero Labs within 30 days of receipt of Potrero Labs's invoice, any amounts Potrero Labs may have overpaid to Contractor in prior periods.
- d. Taxes.
 - i. Invoicing and Payment. Taxes are not included in the fees. Potrero Labs will pay itemized, correctly-stated Taxes for the purchased Services and Deliverables unless Potrero Labs provides a valid Tax exemption certificate.
 - ii. Withholding Taxes. If legally required, Potrero Labs will withhold Taxes from its payments to Contractor and provide a withholding Tax certificate.
- e. Bank Charges. The party receiving payment will be responsible for bank and credit card charges assessed by its bank or the credit card issuer.

4. Intellectual Property and Deliverables.

- a. Background IP. Except for the license rights under Section 5 (Licenses), neither party will own or acquire any right, title, or interest to the other party's Background IP under this Agreement.
- b. Third Party Materials. Contractor will not incorporate any third party's Intellectual Property or any open source materials into any Deliverable without Potrero Labs's prior written approval of: (A) such incorporation; and (B) any applicable license terms.
- c. Developed IP; Deliverables.
 - i. Title to Deliverables. Title to the Deliverables will transfer to Potrero Labs upon delivery.
 - ii. Ownership of Developed IP. Potrero Labs owns any Developed IP.
 - i. The Developed IP is a work made for hire to the extent permitted by applicable law, and Potrero Labs retains all Intellectual Property Rights in the Developed IP.

- ii. To the extent that Contractor or Personnel own any rights in the Developed IP, Contractor assigns (or will procure the assignment of) all rights (including Intellectual Property Rights), title, and interest in the Developed IP to Potrero Labs. If applicable law prevents future assignments, Contractor will assign (or will procure the assignment of) such rights as they are created.
- iii. License to Developed IP if Assignment Fails. If applicable law prevents Contractor from transferring ownership of any Developed IP to Potrero Labs, Contractor grants to Potrero Labs a perpetual, irrevocable, exclusive, royalty-free, fully-paid, transferrable, worldwide license (with the right to sublicense) to:
 - i. reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Developed IP; and
 - ii. make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Developed IP.
- iv. Assistance to Accomplish Assignment. If requested by Potrero Labs, Contractor will timely perform all acts reasonably necessary to accomplish the assignments and other transactions specified in this Agreement.
- v. Moral Rights in Deliverables. Contractor will not assert, and to the extent permitted by applicable law, otherwise waives, any moral rights in the Deliverables and Developed IP. Contractor will ensure that Personnel and other third parties who have moral rights in the Deliverables and Developed IP will also not assert, and to the extent permitted by applicable law, will waive, those moral rights.

5. Licenses.

- a. Potrero Labs Background IP and Developed IP. If Potrero Labs permits Contractor to use any of Potrero Labs's Background IP or the Developed IP to provide Potrero Labs with the Services or Deliverables, then subject to this Agreement, Potrero Labs grants to Contractor a limited, non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license (with the right to sublicense to its delegates and subcontractors authorized by Potrero Labs under Section 12.9 (Subcontracting)) to do the following, during the term of the applicable purchase order or SOW, solely for the purpose of, and only to the extent needed for, performing the Services and providing the Deliverables:
 - i. reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Background IP and Developed IP;
 - ii. make, use, and import such Background IP and Developed IP; and
 - iii. use brand features provided by Potrero Labs under this Agreement, subject to the Potrero Labs Brand Features Guidelines at ironcladapp.com (or such other URL as Potrero Labs may specify), and any restrictions specified in the purchase order, SOW, or by the SOW's specified Potrero Labs point of contact.
- b. Contractor Background IP. If Contractor's Background IP is incorporated in, or is necessary to use, any Deliverable:
 - i. Subject to Section 4.2 (Third Party Materials), Contractor will describe its Background IP in writing if requested by Potrero Labs; and
 - ii. Contractor grants to Potrero Labs and its affiliates a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid, worldwide license (with the right to sublicense) to do the following:

- i. reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise use such Background IP in connection with the Deliverables and Developed IP; and
- ii. make, use, sell, offer for sale, import, export any component of, and otherwise dispose of such Background IP in connection with the Deliverables and Developed IP.

6. **Confidentiality; Publicity; Privacy and Security.**

- a. **Definition.** “**Confidential Information**” means information that one party (or an affiliate) discloses to the other party under this Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that is independently developed by the recipient, is rightfully given to the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient. Each party’s Background IP is its Confidential Information. The Developed IP and Deliverables are Potrero Labs e’s Confidential Information.
- b. **Confidentiality Obligations.** The recipient will not disclose the discloser’s Confidential Information, except to employees, affiliates, agents, professional advisors, or third-party contractors (“**Delegates**”) who need to know it and who have a legal obligation to keep it confidential. The recipient will use the Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient may disclose Confidential Information when legally compelled by a court or other government authority. To the extent permitted by law, recipient will promptly provide the discloser with sufficient notice of all available details of the legal requirement and reasonably cooperate with the discloser’s efforts to challenge the disclosure, seek an appropriate protective order, or pursue such other legal action, as the discloser may deem appropriate. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.
- c. **No Rights.** Except for the limited rights under this Agreement, neither party acquires any right, title, or interest in the other party’s Confidential Information.
- d. **Independent Development.** Each party acknowledges that the recipient may develop or receive from third parties Intellectual Property that may be similar to the discloser’s Confidential Information. This Agreement does not prevent the recipient from developing or purchasing products or services, for itself or others, that compete with those of the discloser, so long as the recipient does not do so in breach of this Agreement. Each party is free to use for any purpose any Residuals acquired by that party if that use does not breach the non-disclosure requirements of this Agreement. “**Residuals**” means information in intangible form that an individual retains in unaided memory without intentionally memorizing that information.
- e. **No Publicity.** Neither party may make any public statement regarding this Agreement without the other party’s written approval.
- f. **Privacy and Security.** If Contractor has access to Protected Information (as defined in Attachment D (Information Security)) in connection with this Agreement, then Contractor will comply with Attachment D (Information Security) in addition to this Section 6.

7. **Independent Contractor; Personnel.**

- a. **Not Employees.** Contractor is an independent contractor. Contractor and Personnel are not Potrero Labs employees. Contractor is responsible for:
 - i. Personnel’s acts and omissions;
 - ii. staffing, instructing, and managing Personnel performing Services; and
 - iii. determining Personnel’s compensation (i.e., any stated rates for Services provided are not wage rates).

- b. No Employee Compensation or Benefits. Contractor and Personnel (A) will not be entitled to any compensation, stock, options, or other rights or benefits provided to Potrero Labs employees; (B) waive any right to them; and (C) promise never to claim them. Contractor will notify Personnel in writing of the above and will obtain a similar waiver from Personnel.
- c. Income Tax Withholding for Personnel. Contractor is responsible for any income tax withholding applicable to Personnel.
- d. Termination of Personnel. Contractor is responsible for all costs associated with terminating Personnel, including:
 - i. costs arising under applicable law;
 - ii. costs arising under an agreement between Contractor and Personnel; and
 - iii. costs incurred by Potrero Labs as a result of such termination.

8. Representations and Warranties.

- a. Mutual. Each party represents and warrants that it has full power and authority to enter into and fulfill its obligations under this Agreement.
- b. Contractor. Contractor represents and warrants that:
 - i. Quality. Contractor's performance under this Agreement will be of professional quality and performed with reasonable skill and care consistent with generally-accepted industry standards. All Personnel performing Services have the requisite skills, experience, and qualifications.
 - ii. Specifications and Requirements. The Services and Deliverables will meet this Agreement's specifications and requirements.
 - iii. Viruses and Malicious Code. The Deliverables will be free from any viruses or other malicious code.
 - iv. No Conflicts. There are no actual or potential conflicts of interest concerning the Services.
 - v. License Rights. Contractor has and will retain all necessary rights to grant the licenses in this Agreement and provide the Services and Deliverables to Potrero Labs, at no greater cost to Potrero Labs than specified in the applicable purchase order or SOW.
 - vi. No Breach of Third-Party Obligations. Contractor and Personnel's fulfillment of their obligations under this Agreement will not breach any obligations they have to any third party.
 - vii. No Use of Third-Party Confidential Information. In performing the Services, Contractor will not use or bring to Potrero Labs any third party's confidential or proprietary information unless Contractor obtains the third party's and Potrero Labs e's prior written consent.
 - viii. Compliance with Potrero Labs's Procedures, Policies, and Code of Conduct. Contractor and Personnel will comply with:
 - i. all procedures and policies provided by Potrero Labs (including Potrero Labs's environmental, health, safety, and security procedures) and related management systems, when performing Services at Potrero Labs facilities or using Potrero Labs -provided networks, systems, or equipment;
 - ii. the wage and benefits requirements at ironcladapp.com or such other URL as Potrero Labs may specify) with respect to all Personnel that meet the eligibility

requirements described at such URL; and

- iii. Potrero Labs's Supplier Code of Conduct at ironcladapp.com or such other URL as Potrero Labs may specify).

ix. Compliance with Laws. In connection with this Agreement, Contractor and Personnel will comply with all applicable laws and regulations, including those identified below. Contractor will use commercially reasonable and good faith efforts to comply with Potrero Labs's due diligence process, including providing requested information.

- i. Import and Export. Contractor will comply with all applicable import and export laws and trade sanction regulations.
- ii. Anti-Bribery. Contractor will comply with all applicable commercial and public anti-bribery laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010, which prohibit corrupt offers of anything of value, either directly or indirectly to anyone, including government officials, to obtain or keep business or to secure any other improper commercial advantage. Contractor will not make any facilitation payments, which are payments to induce officials to perform routine functions they are otherwise required to perform. "**Government officials**" include any government employee; candidate for public office; and employee of government-owned or government-controlled companies, public international organizations, and political parties.
- iii. Employment; Occupational Health and Safety. Unless otherwise expressly permitted in an SOW, Contractor will only use W-2 employees (or the local equivalent under applicable law) to provide Services (including any subcontracted Services). Contractor will comply with all applicable employment and occupational health and safety laws and regulations, including those related to employment practices, wages, and worker classification (such as meal and rest break laws, wage notices, separation pay, and overtime laws).
- iv. Tax. Contractor will comply with all applicable tax laws as to Personnel and the Services.
- v. Modern Slavery. Contractor will comply with all applicable anti-human trafficking, forced labor, and modern slavery laws and rules. Contractor will take reasonable steps to ensure that no slavery, servitude, forced or compulsory labor, or human trafficking occurs in its provision of Services or supply chain.

9. Defense and Indemnity.

- a. Obligations. Contractor will defend and indemnify Potrero Labs, its affiliates, and their respective directors, officers, and employees against all settlement amounts approved by Contractor and any liabilities, damages, losses, costs, fees (including legal fees), and expenses in connection with any third-party claim or legal proceeding (including action by a government authority) to the extent arising from:
 - i. Contractor's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of applicable laws;
 - ii. any property damage, personal injury, or death related to Contractor's performance of the Services;
 - iii. any breach of Section 6 (Confidentiality; Publicity; Privacy and Security) or applicable data protection laws;

- iv. any allegation by or on behalf of Personnel, including that Personnel are entitled to employee compensation, benefits, or other rights or that is premised on Potrero Labs or its affiliates jointly or otherwise employing Personnel; or
 - v. any allegation that use of the Services or Deliverables infringes or misappropriates any third party's rights, including Intellectual Property Rights.
- b. Exclusions. This Section 9 (Defense and Indemnity) will not apply to the extent the underlying allegation arises from:
 - i. modifications to the Services or Deliverables not authorized or made by Contractor; or
 - ii. compliance with designs or instructions provided by Potrero Labs in writing.
- c. Control of Defense. Potrero Labs will tender sole control of the indemnified portion of the legal proceeding to Contractor, but
 - i. Potrero Labs has the right to approve controlling counsel, such approval not to be unreasonably withheld (and which approval may be withheld or withdrawn if there is a conflict of interest);
 - ii. Potrero Labs may appoint its own non-controlling counsel; and
 - iii. any settlement requiring Potrero Labs to admit liability, pay money, or take (or refrain from taking) any action, will require Potrero Labs's prior written consent.

10. **Limitations of Liability**.

- a. Liability. IN SECTION 10 (LIMITATIONS OF LIABILITY), "**LIABILITY**" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES).
- b. Limitations. SUBJECT TO SECTION 10.3 (EXCEPTIONS TO LIMITATIONS):
 - i. NEITHER PARTY WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT FOR:
 - i. THE OTHER PARTY'S LOST REVENUES OR PROFITS;
 - ii. INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES; OR
 - iii. EXEMPLARY OR PUNITIVE DAMAGES; AND
 - ii. EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF:
 - i. US\$1,000,000; OR
 - ii. THE AMOUNTS PAID AND PAYABLE BY POTRERO LABS TO CONTRACTOR UNDER THIS AGREEMENT FOR THE 12 MONTHS PRECEDING THE SUBJECT CLAIM.
- c. Exceptions to Limitations. THIS AGREEMENT DOES NOT EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR:
 - i. DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS PERSONNEL;
 - ii. FRAUD OR FRAUDULENT MISREPRESENTATION;
 - iii. BREACH OF SECTION 5 (LICENSES);

- iv. BREACH OF SECTION 6 (CONFIDENTIALITY; PUBLICITY; PRIVACY AND SECURITY);
- v. ITS OBLIGATIONS UNDER SECTION 3 (PAYMENT) AND SECTION 9 (DEFENSE AND INDEMNITY); OR
- vi. MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

11. Termination.

- a. Termination for Breach. Either party may immediately terminate this SA, any purchase order, or any SOW on written notice if:
 - i. the other party breaches Section 6 (Confidentiality; Publicity; Privacy and Security), Section 8 (Representations and Warranties), or Section 12.2 (Insurance); or
 - ii. the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receiving written notice from the first party identifying the breach, except that Contractor's option is limited to terminating only the SOWs or purchase orders that Potrero Labs breached.
- b. Termination for Legal Cause. Either party may immediately suspend performance or terminate this Agreement if an applicable law or an applicable government or court order prohibits such performance. Agreement and fails to correct must be handled within sixty (60) days following written notice.
- c. Termination for Convenience. Potrero Labs may terminate this SA, any purchase order, or any SOW for convenience on written notice to Contractor, subject to Section 11.4(B) (Effects on Invoices).
- d. Effects of Termination.
 - i. Effects on Purchase Orders and SOWs. Unless otherwise specified in the termination notice, termination is effective immediately and Contractor will stop work on all applicable purchase orders and SOWs immediately on receipt of the termination notice. Contractor will immediately deliver all Deliverables (including work product in progress) to Potrero Labs in accordance with the terms of this Agreement. Termination of this SA terminates all outstanding purchase orders and SOWs and all licenses that Potrero Labs granted under the Agreement, including Section 5.1 (Potrero Labs Background IP and Developed IP).
 - ii. Effects on Invoices. Potrero Labs will pay for Services and Deliverables invoiced before the date of termination. However, if Potrero Labs terminates for convenience, Contractor may also invoice Potrero Labs for any Services and Deliverables not yet invoiced at a pro-rated price based on the percentage of work completed before the termination date.
 - iii. Survival. Sections 1 (Definitions), 3 (Payment), 4 (Intellectual Property and Deliverables), 5.2 (Contractor Background IP), 6 (Confidentiality; Publicity; Privacy and Security), 7 (Independent Contractor; Personnel), 8 (Representations and Warranties), 9 (Defense and Indemnity), 10 (Limitations of Liability), 11.4 (Effects of Termination), and 12 (General) will survive any termination of this Agreement.

12. General.

- a. Equal Employment Opportunities. Potrero Labs **is an equal opportunity employer and federal contractor or subcontractor. Consequently, as applicable, the parties will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a), and 41 CFR 60-741.5(a) which are incorporated into this Agreement by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their**

race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status. As applicable, the parties will also abide by the requirements of 41 CFR 61-300.10 regarding veteran's employment reports, and Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.

- b. Insurance. Contractor will maintain insurance policies in accordance with Attachment B (Insurance).
- c. Property Damaged or Not Returned. Contractor will, at Potrero Labs e's option, promptly repair, replace, or compensate Potrero Labs for the value of any Potrero Labs property that is: (A) damaged by Personnel; or (B) not returned on completion of the applicable Services.
- d. Background Checks. To the extent applicable, Contractor will comply with the background check policies in Attachment C (Background Checks).
- e. Records and Audit Rights.
 - i. Maintaining Records. Contractor will maintain complete and accurate records relating to this Agreement.
 - ii. Right to Examine Deliverables. Potrero Labs may examine the Deliverables at any time.
 - iii. Right to Audit Records. During the Term, and for one year after this Agreement terminates, Potrero Labs or its third-party auditor may audit Contractor's relevant records to confirm Contractor's compliance with this Agreement. Potrero Labs's auditor will only have access to those records reasonably necessary to confirm such compliance. Contractor will repay Potrero Labs any overcharged amounts by, at Potrero Labs's option, either: (1) promptly issuing a credit to Potrero Labs; or (2) issuing a refund to Potrero Labs within 30 days of Potrero Labs's invoice date. Contractor will reimburse Potrero Labs for all reasonable audit costs if the price discrepancy for any particular invoice exceeds 3 percent.
 - iv. Notice of Government Audits. If a government authority audits any portion of Contractor's business related to the Services or Deliverables, Contractor will promptly notify Potrero Labs and provide Potrero Labs with reasonably-requested information about the audit.
- f. Notices. All notices of termination or breach will be in English, in writing, and addressed to the other party's legal department. All other notices will be in English, in writing, and addressed to the other party's primary contact. Notice can be by email and will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).
- g. Assignment. Contractor may not assign or transfer its rights or obligations under this Agreement, and any attempt to do so is void. Potrero Labs may assign or transfer any of its rights or obligations under this Agreement to an affiliate.
- h. Change of Control. During the Term, if Contractor experiences a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction), then Contractor will give written notice to Potrero Labs within 30 days after the change of control.
- i. Subcontracting. Contractor may not delegate or subcontract any of its obligations under this Agreement without Potrero Labs's written consent. Contractor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
- j. Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

- k. No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement.
- l. No Agency. This Agreement does not create any agency, partnership, or joint venture between the parties.
- m. No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
- n. Execution. The parties may execute this Agreement using electronic signatures, electronic copies, and counterparts.
- o. Entire Agreement. This Agreement states all the terms agreed between the parties and supersedes all other agreements between the parties as of the Effective Date relating to its subject matter. In entering into this Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in this Agreement. Any terms or conditions on a quote, invoice, or other similar document from Contractor related to this Agreement, including any online terms, are void.
- p. Amendments. Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.
- q. Severability. If any part of this Agreement is invalid, illegal, or unenforceable, the rest of this Agreement will remain in effect.
- r. Order of Precedence. The terms in this SA will take precedence over conflicting terms in an SOW, except to the extent that the applicable SOW terms expressly refer to and state the parties' intent to supersede specific SA terms. The terms of this SA and any applicable SOW will take precedence over conflicting terms in a purchase order.
- s. Governing Law. ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS. THIS SECTION 12.19 (GOVERNING LAW) IS NOT INTENDED TO CREATE ANY CALIFORNIA STATUTORY OR COMMON LAW RIGHTS FOR ANY PERSONNEL WORKING OUTSIDE OF CALIFORNIA.

Signed by the parties' authorized representatives on the dates below.

POTRERO LABS		CONTRACTOR	
By:	[potreroLabsSignerSignature]	By:	[counterpartySignerSignature]
Name:	[potreroLabsSignerName]	Name:	[counterpartySignerName]
Title:	[potreroLabsSignerTitle]	Title:	[counterpartySignerTitle]
Date:	[potreroLabsSignerDateField]	Date:	[counterpartySignerDateField]

