

Terms of Service

Thank you for using First Watch Technologies, Inc. These Terms of Service, including the Privacy Policy and Terms of Use, which are incorporated herein by this reference and which You can access at www.firstwatchcorp.com (collectively, the "Terms"), are a binding legal contract between First Watch Technologies, Inc, its affiliates, licensors, and subsidiaries, (collectively, "First Watch"), and the individual or legal entity who subscribes to or purchases the First Watch Services ("You" or "Your"). By clicking the "I AGREE" button or by installing, accessing or using the First Watch Services, You represent that You have the authority to enter into an agreement covering the Terms. If You do so on behalf of a legal entity, You represent and warrant that You have the authority to enter into an agreement covering the Terms on behalf of that legal entity. In either case, by clicking the "I AGREE" button or by installing, accessing or using the First Watch Services, you agree to the Terms on behalf of yourself and such legal entity, if applicable.

These Terms govern Your use of any First Watch service offerings or features including free services, the First Watch websites, and any updates and written documentation (the "Services"). Your continued use of the Services following modification to the Services or these Terms, constitutes Your agreement to be bound by the application of the Terms to the modified Services or the modified Terms. To stay informed of any changes, please review the most current version of these Terms. If You do not agree to be bound by these Terms, You may not use the Services.

YOUR ACCOUNT

To access and use the Services, You must create a First Watch account that is protected by a username and password (Your "Account"). You agree to provide First Watch with accurate and complete information when You register for an Account. You agree to keep Your password and other Account details secret, and not share them with anyone else, in order to prevent unauthorized access to Your Account. If Your contact information or other Account information changes, You must update Your Account details promptly. After You create an Account or one is created on Your behalf by First Watch, You may begin accessing and receiving the Services.

If You obtained access to the Services through a legal entity such as Your business, or through a First Watch authorized reseller, You acknowledge and agree that other users may have been designated to access, control or manage Your Account. You, not First Watch, are solely responsible for Your Account. First Watch is not liable for any loss or damage arising from any access to, sharing or use of, Your Account. If You believe there has been unauthorized access to Your Account, You must notify CustomerService@FirstWatchCorp.com immediately.

First Watch takes Your right to privacy and the security of Your Account seriously. First Watch's Privacy Policy and Security Policy can be accessed on our website.

THE SERVICES AND YOUR SUBSCRIPTION

Services: The Services You receive pursuant to these Terms are summarized either in the materials you received or at www.firstwatchcorp.com/sb. The Services include certain cyber liability insurance benefits which are subject to the terms of the Certificate of Insurance. You can access the Certificate of Insurance when You sign on to Your account.

Subscription Fees. Your access to and receipt of the Services are subject to You timely paying the applicable subscription fee.

If You are purchasing the Services through and on behalf of a legal entity such as Your business, You acknowledge that the Services apply only to that business, and not any of the affiliates, subsidiaries or related entities to that business, except as expressly agreed in writing by First Watch.

The applicable subscription fees are payable in full upon the commencement of the "Subscription Period" defined below.

Commencement of Subscription: Your subscription to the Services will begin on the earliest of (1) the day and time You click the "I AGREE" button before You remit payment of the applicable subscription fee (2) if Your subscription has been given to you at no charge when You first login and accept the Terms of Service or (3) the start date of the Subscription Period (as defined below) as provided to You by an authorized First Watch representative. Subscriptions last for a fixed period of time, for example, monthly or one year subscription (the "Subscription Period").

To ensure there is no disruption in Your Service, Your subscription may automatically renew at the end of the Subscription Period and First Watch will charge the then-current renewal fees to the credit card or other billing vehicle associated with Your Account, unless You cancel Your subscription. If First Watch is unable to bill the subscription fee to Your specified billing vehicle at any time, First Watch may terminate your subscription without notification. In addition, you agree to be liable to First Watch to the extent it incurs any fees or other charges when attempting to bill the subscription fee to Your specified billing vehicle, such as any overdraft fee or fees for nonsufficient funds. It is Your responsibility to keep First Watch up to date with the necessary information to collect your subscription fees on a timely basis. If You cancel Your subscription, First Watch is not obligated to refund subscription fees already paid and cancellation will take effect at the end of the current Subscription Period unless a sooner date is requested. After cancellation, You will no longer be able to use or receive any Services or access Your Account.

Disclaimers: You agree that certain Products and Services are subject to additional agreements as shown below. You will be required to agree to these disclaimers prior to accessing the related benefits in Your portal.

- a. Cyber Liability Insurance: **This is a brief coverage summary, not a legal contract. The actual policy should be reviewed for specific terms, conditions, limitations, and exclusions that will govern in the event of a loss. Extended 60 days reporting period applies*
- b. Compliance Tools & Breach Prevention and Legal: **Use of the content provided for Compliance Tools and Breach Prevention and assistance from any of the attorneys through this process is not intended to replace your need to hire appropriate legal counsel to assist in making specific decisions concerning a data incident and in implementing appropriate policies and procedures.*

Account Suspension: We reserve the right to suspend or terminate the Customer Account, or the access of any Authorized User, for any reason, including if any registration information is inaccurate, untrue or incomplete, or if you or any of your Authorized Users fail to maintain the security of any Access Credentials. You agree to, and will ensure that each Authorized User will, notify us at CustomerService@FirstWatchCorp.com immediately upon learning of any unauthorized access to a Customer Account or any other suspected security breach.

Cancellation of Subscription: You have a three day period beginning on the date and time You agree to these Terms during which You can cancel this contract, no questions asked, and receive a full refund of any fees You paid. To cancel Your subscription, contact First Watch Customer Service.

Termination of Subscription: Your subscription will automatically terminate or expire upon the earliest of (1) non-renewal, cancellation or expiration of a subscription or failure to pay subscription fees when due, if applicable, (2) First Watch's discontinuation of the Services, (3) the date Your organization or a substantial portion or all of its assets is sold, purchased, acquired or otherwise transferred to another entity or liquidated, (4) the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party's debts, (5) upon either party making an assignment for the benefit of creditors, (6) upon either party's dissolution or ceasing to do

business, (7) Your failure to comply with these Terms, including the failure to report a change in the number of employees upon which your subscription fee is determined; (8) a governing federal or state agency or court determines that all or a portion of the Services, or the manner in which they are provided are not compliant with applicable law, in which case the termination will only apply as to the portion of the

Services that are subject to the determination, as determined within First Watch's sole discretion, and (9) if the cyber liability insurance provided to You is cancelled, amended or renewed, or ceases to be in effect, You acknowledge and agree that after non-renewal, the Enterprise Cyber Liability Program, as amended or renewed, ceases to be in effect.

You acknowledge and agree that after non-renewal, cancellation or expiration of Your Subscription Period, First Watch's policy is to automatically delete all data pertaining to Your Account that is stored on First Watch servers or on First Watch's third-party cloud storage providers.

Company understands and agrees that, immediately upon any circumstances which FWT views as restricting the use of the Products, including, but not limited to, in the event that any laws are enacted or any contracts or insurance policies are modified or terminated such that FWT loses the right or its ability to provide the Products, either in whole or part, then FWT shall have the right, in its sole discretion, to either pull any and all of the affected Products or to terminate this Agreement.

No Charge Services: First Watch may offer no charge Services. No charge Services require an active Account and may be subject to certain usage limits, which are explained in the documentation for each no charge Service. No Charge Services associated with Your Account that remain inactive for a period of ninety days may be removed and Your User Data deleted. First Watch may discontinue No Charge Services at any time and from time-to-time, at which point Your access to the No Charge Service will end and any User Data will be deleted.

Beta Services: First Watch may designate certain enhancements and new releases of the First Watch Services as "Beta Services." Beta Services are not intended for use in a production environment. You acknowledge and agree that (1) Beta Services are experimental in nature, have not been fully tested and may be discontinued at any time, (2) Beta Services may not meet Your requirements or perform as intended, (3) use of Beta Services may not be uninterrupted, error free or free of faults, (4) Your use of Beta Services are for the sole purpose of evaluating and testing the service and providing feedback to First Watch, and (5) You shall inform Your employees and other users regarding the nature of Beta Services. By using Beta Services You acknowledge the above conditions and expectations of performance and reliability. Your use of Beta Services is and shall be subject to these Terms.

YOUR CONDUCT

Compliance with Law: You are solely responsible for ensuring that Your use of the Services is in compliance with all applicable federal, state and local laws, foreign laws, rules and regulations. The Services provided are specific to the plan you subscribe to and may or may not include Cyber Liability Insurance, Data Breach Security Employee Training Videos, Phishing Intrusion Simulation Testing, Data Breach Reaction Services, Organizational Risk Assessment, Data Breach Preparedness, Compliance Tools & Breach Prevention, Pre-Breach Legal Access, Operational Risk Assessment and WISP (Written Information Security Program). You shall be solely responsible for Your use of the Services, including Your legal, contractual and other obligations concerning the privacy and security of personal information and the notification obligations resulting from unauthorized accesses or acquisitions of such personal data as required by international, federal, state or local law. First Watch assumes no responsibility whatsoever in connection with or arising from Your use of the Services for inappropriate or illegal purposes. **First Watch does not provide legal or other advice of any kind and it is Your responsibility to obtain appropriate independent legal advice.**

In addition, the Services may use data received or obtained from Your device to determine Your location ("Location Data"). By using the Services, You hereby consent and permit First Watch to use Location Data in order to provide the Services to You. First Watch does not make any representation, warranty or guarantee of accuracy, completeness or timeliness with respect to any Location Data.

It is Your responsibility to use the Services in accordance with the Terms. You shall defend, indemnify and hold First Watch, its officers, directors, shareholders, affiliates, suppliers and licensors, harmless from and against any and all damages, fines, penalties, assessments, liabilities, losses, costs and expenses (including attorneys' fees, expert fees and out-of-pocket expenses) in connection with Your use of the Services, Your violation of the Terms, any violation of the rights of any other person or entity by You, including any intellectual property rights, any misuse or fraudulent use of credit and debit cards, any claims that the Services or any party thereof were exported or otherwise shipped or transported by You in violation of applicable laws, rules and regulations, or any claim of misuse of the Services, including but not limited to, any claim that Your use of the Services, or Location Data is illegal.

Your Conduct: First Watch may, immediately and without notice to You, terminate Your access to and use of the Services, including if You (1) harm, disrupt or otherwise engage in activity that diminishes the First Watch brand, Services, computer system or network, (2) use or manipulate a Service in any manner not specified by First Watch, (3) use the Services in a manner that results in excessive bandwidth usage, as determined by First Watch, (4) use the Services for any illegal purpose (5) use the Services to store, backup or distribute material that contains viruses, Trojan horses, worms, corrupted files or any other similar software that may damage the operation of the Services or another person's Device, data or property, (6) directly or indirectly reverse engineer, decompile, disassemble, modify, reproduce or create derivative works of the Services, (7) alter or modify any disabling mechanism which may be included in the Services, or (8) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Services, or (9) remove or alter any proprietary notices (e.g., copyright, trademark notices, legends, etc.) from the Services.

Compliance with HIPAA: This section applies to You if You are a Covered Entity (as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules")). If You have any question about whether You are a Covered Entity, First Watch encourages You to use the decision tool provided by the U.S. federal government website and managed by the Centers for Medicare & Medicaid Services, found at <http://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAInfo/AreYouaCoveredEntity.html> and to seek independent legal advice. You acknowledge that (1) First Watch does not require access to any protected health information, as defined under the HIPAA Rules, in order to perform most of the Services, and (2) You do not intend to disclose any unencrypted protected health information to First Watch. In the event You are a Covered Entity and You experience a "breach" of unsecured protected health information as defined under the HIPAA Rules, You must notify First Watch immediately that You are a Covered Entity. At that time, and if First Watch will require access to protected health information in order to continue to provide the Services, First Watch will cooperate with You to enter into a mutually agreeable business associate agreement. It is Your responsibility to determine if You are a Covered Entity. If, in fact, You are a Covered Entity under the HIPAA Rules and You are using the Services for breach response, but You fail to inform First Watch of the nature of the data and that You are a Covered Entity, then You are in violation of these Terms of Service and You are not permitted to use these Services.

FIRST WATCH PROPERTY

You may be required to download certain software to utilize the Services (the "Software"). The Software is licensed to You for the sole purpose of accessing the Services. The Services may automatically update the Software installed on Your computer, tablet, smartphone or any other electronic device (each, a "Device") when a new version is available. While You have an active Account, First Watch grants You a revocable, limited, non-transferable, non-exclusive license to access the First Watch websites and use the Software and Services for Your personal or internal business purposes only. You may use the Services only in accordance with the then-current documentation and call center assistance available At www.firstwatchcorp.com or as specified in other documentation provided by First Watch or an authorized reseller. The Services may contain, or First Watch may provide to You, third-party hardware, products, software or programming, or You may obtain third-party hardware, products, software or programming from third parties directly (the "Third-Party Components"), and You acknowledge that license terms accompanying such Third-Party Components will govern their use. Except for the limited

license granted herein, You acknowledge that First Watch or third parties own all right, title and interest in and to the Services, all copies thereof and all proprietary rights therein, including copyrights, patents, trademarks, logos, domain names or other brand features of First Watch. You may provide feedback to First Watch with respect to the Services and First Watch may use feedback for any purpose without obligation of any kind. To the extent a license is required under Your intellectual property rights to make use of the feedback, You hereby grant First Watch an irrevocable, non-exclusive, perpetual, royalty-free license to use the feedback in connection with First Watch's business, including enhancement of the Services.

First Watch may discontinue, suspend or modify the Services, any feature included in the Services, or the availability of the Services on any particular Device at any time and without notice to You. If any third-party makes an intellectual property infringement claim relating to the Services, First Watch reserves the right to immediately terminate Your subscription. While not obligated to do so, First Watch will endeavor to communicate any such actions to You by providing electronic notice to You or by posting relevant information to the First Watch website.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOUR INSTALLATION, USE AND ACCESS OF THE SERVICES IS AT YOUR SOLE DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR DEVICE, SOFTWARE AND THE LOSS OF YOUR DATA THAT RESULTS FROM THE USE THEREOF.

THE SERVICES MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. YOU ACKNOWLEDGE AND AGREE THAT FIRST WATCH DOES NOT OPERATE OR CONTROL THE INTERNET AND THAT (1) VIRUSES, WORMS, TROJAN HORSES AND OTHER UNDESIRABLE DATA OR SOFTWARE, OR (2) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE YOUR DATA, WEBSITES, DEVICES AND NETWORKS. FIRST WATCH IS NOT RESPONSIBLE FOR SUCH ACTIVITIES. YOU ARE SOLELY RESPONSIBLE FOR THE SECURITY AND INTEGRITY OF YOUR ACCOUNT, YOUR DATA AND YOUR DEVICES. YOU ACKNOWLEDGE AND AGREE THAT FIRST WATCH SHALL HAVE NO LIABILITY ASSOCIATED WITH OR ARISING FROM YOUR FAILURE TO MAINTAIN ACCURATE CONTACT OR OTHER INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR FAILURE TO RECEIVE CRITICAL INFORMATION ABOUT THE SERVICES. THE SERVICES AND THIRD-PARTY COMPONENTS ARE PROVIDED "AS IS," "WHERE IS," "AS AVAILABLE," "WITH ALL FAULTS" AND, TO THE FULLEST EXTENT PERMITTED BY LAW, WITHOUT WARRANTY OF ANY KIND. FIRST WATCH DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES AND THIRD-PARTY COMPONENTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES REGARDING QUIET ENJOYMENT, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES. FIRST WATCH DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT ENCRYPTION ALGORITHMS, ASSOCIATED KEYS AND OTHER SECURITY MEASURES WILL BE SECURE OR EFFECTIVE. FIRST WATCH MAKES NO REPRESENTATIONS OR WARRANTIES THAT BY USING THE SERVICES YOU WILL BE COMPLIANT WITH ALL APPLICABLE LAWS WITH RESPECT TO THE PRIVACY AND SECURITY OF DATA OR THE STEPS YOU TAKE TO RESPOND TO A DATA BREACH OR OTHER INCIDENT AFFECTING PERSONAL INFORMATION. YOU UNDERSTAND AND AGREE THAT NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FIRST WATCH SHALL CREATE ANY ADDITIONAL FIRST WATCH WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF FIRST WATCH'S OBLIGATIONS HEREUNDER, NOR SHALL SUCH INFORMATION OR ADVICE CONSTITUTE LEGAL OR OTHER ADVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FIRST WATCH BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY COST TO PROCURE SUBSTITUTE SERVICES OR DATA, OR ANY DIRECT,

INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR ANY OTHER DAMAGES, INCLUDING DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOSS OF DATA OR BUSINESS INTERRUPTION, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES, EVEN IF FIRST WATCH HAS BEEN ADVISED ABOUT THE POSSIBILITY OF SUCH DAMAGES (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE). IN ANY CASE AND WITHOUT LIMITING THE FOREGOING, THE ENTIRE LIABILITY OF FIRST WATCH FOR ALL DAMAGES OF EVERY KIND AND TYPE (WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) SHALL BE LIMITED TO THE SUBSCRIPTION FEES PAID BY YOU TO FIRST WATCH IN THE 12 CALENDAR MONTHS IMMEDIATELY PRIOR TO THE DAMAGES ARISING. IF THE SERVICES ARE PROVIDED TO YOU WITHOUT CHARGE, THEN FIRST WATCH SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON THE AMOUNT OF DAMAGES PAYABLE AND ARE NOT INTENDED TO ESTABLISH LIQUIDATED DAMAGES. YOU EXPRESSLY RECOGNIZE AND ACKNOWLEDGE THAT SUCH LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THESE TERMS AND FIRST WATCH'S AGREEMENT TO PROVIDE YOU THE SERVICES, AND IS AN ESSENTIAL FACTOR IN ESTABLISHING THE PRICE OF THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR THE LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SOME OF THE FOREGOING TERMS MAY NOT APPLY TO YOU.

GENERAL LEGAL TERMS

Government Use. The Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Export; Terms of Service for Non-U.S. Residents: You shall not export the Services or any part thereof, directly or indirectly, to any country for which the United States requires an export license or other governmental approval. In particular, You acknowledge that the Services or any part thereof, may not be exported or re-exported to, or otherwise used in, any U.S.-embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons or Entity List. By using the Services, You represent and warrant that You are not located in any such country or on any such list.

Governing Law, Arbitration and Class Action Waiver: These Terms shall be governed, construed and enforced in accordance with the laws of the State of Ohio without reference to conflicts of law principles. The parties agree that the exclusive jurisdiction of any actions arising out of, relating to or in any way connected with these Terms, shall be in the state or federal courts, as applicable, located in the State of Ohio.

In addition, You agree that: (1) any claim, dispute, or controversy You may have against First Watch arising out of, relating to, or connected in any way with these Terms, the Services, First Watch's Internet sites, or any other aspect of our relationship with You shall be resolved exclusively by final and binding arbitration administered by the American Arbitration Association ("AAA") and conducted before a single arbitrator pursuant to AAA's applicable rules and procedures; (2) the arbitration shall be held at a location determined by AAA pursuant to its rules and procedures or mutually agreed upon by First Watch and You; (3) the arbitrator shall apply Ohio law and he or she shall be experienced in the area(s) of law at issue in the arbitration; (4) there shall be a written record of the arbitration hearing; (5) there shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only Your claims; and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; and (6) if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the AAA's rules and procedures, then the remaining portion of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the

unenforceable or conflicting provision were not contained herein. This section shall survive the expiration or termination of these Terms for any reason whatsoever. It is expressly understood that You are giving up Your right to be part of a class action or to join Your claims with others by agreeing to these Terms. You are also waiving any right You have to have your claims heard in a court of law by agreeing to arbitration.

This Arbitration Agreement will survive the termination of your relationship with First Watch. Notwithstanding any provision in this Agreement to the contrary, it is agreed that if First Watch makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) already in progress or that you have already provided written notice to First Watch.

Linking: The Services may contain links to other websites and resources and are provided for convenience only. First Watch has not reviewed the linked websites and is not responsible for the content or availability of any linked websites. The inclusion of any link to a website does not imply endorsement by First Watch of the website or their entities, products or services.

General: These Terms constitute the entire understanding of the parties and supersede all prior and contemporaneous written and oral agreements with respect to the subject matter hereof. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of these Terms. If one or more of the provisions herein shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforcement of the remaining provisions shall not be affected or impaired. Any inconsistency between these Terms in English and these Terms in any other language shall, to the fullest extent permitted by applicable law, be resolved by reference to the English version. The failure to enforce or the waiver by either party of a default or breach of the other party shall not be considered to be a waiver of any subsequent default or breach. You may not assign or delegate any rights or obligations under the Terms. Any purported assignment and delegation shall be ineffective. First Watch may freely assign or delegate all rights and obligations under the Terms, fully or partially, with or without notice to You. First Watch may also substitute, by way of novation, any third party that assumes our rights and obligations under these Terms. If You or First Watch cannot perform its obligations under these Terms because of any act of God, accident, strike, court order, fire, riot, war, failure of third-party equipment or any other cause not within the affected party's reasonable control and that could not be avoided through the exercise of reasonable care and diligence (a "Force Majeure Event"), then the non-performing party will, if possible and reasonable, (1) promptly notify the other party, (2) take reasonable steps to resume performance as soon as possible, and (3) not be considered in breach during the duration of the Force Majeure Event. If a Force Majeure Event continues for five (5) days, First Watch may terminate Your subscription to the Services and these Terms by providing electronic notice to You. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. The following provisions shall survive termination or expiration of this Agreement: Your Account, Your Subscription, Your Conduct, First Watch Property, Disclaimer of Warranties; Limitation of Liability; and General Legal Terms.

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