KREW PRODUCTION TERMS

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These Krew Production Terms (the "**Terms**") are entered into by Krew Entertainment LLC, a Kentucky limited liability company ("**Krew**"), and the customer named on an Order Form that references these Terms ("**Customer**"). These Terms bind Customer only through a signed Order Form. Browsing this page does not create an agreement.

1. How These Terms Work

1.1 The Agreement. Each Order Form signed by both parties, together with these Terms (including Schedule 1 (Data Protection Addendum) and Schedule 2 (Support)), forms a single agreement for that Order (the "**Agreement**"). Each Order Form is a separate Agreement.

1.2 Order of precedence. If there is a conflict, the following order applies: (a) the Special Terms section of the Order Form, but only where it expressly identifies the Section of these Terms that it modifies; (b) Schedule 1, for matters about the Processing of Personal Data; (c) these Terms; and (d) the rest of the Order Form. No purchase order, vendor-registration form, invoice term, or click-through term of either party will add to or change the Agreement, even if signed or accepted.

1.3 Updates to these Terms. The version of these Terms stated on the Order Form applies to that Order until a new version applies under this Section 1.3. Krew may publish new versions of these Terms. A new version applies to an existing Order (a) at the start of any renewal or month-to-month continuation period that begins at least thirty (30) days after Krew gives Customer notice of it, or (b) earlier, if needed to comply with law. If a new version materially and adversely affects Customer, Customer may terminate the affected Order by notice before the new version applies, and Krew will refund any prepaid Fees for the period after termination. Krew will keep every version of these Terms available at a stable URL under krewmate.io/legal/archive.

2. Definitions

"**Aggregated Data**" means data derived from the Services that is aggregated or de-identified so that it does not identify Customer, any production, or any individual, and that Krew does not attempt to re-identify.

"**Authorized Users**" means Customer's employees, contractors, and production personnel whom Customer authorizes to use the Services.

"**Captured Communications**" means radio transmissions received by a Krewmate and the audio, transcripts, and metadata derived from them.

"**Creative Materials**" means the expressive creative content of a production: full scripts and screenplays, footage, dailies, cuts, music, photography, and artwork.

"**Customer Data**" means all data and materials that Customer or its Authorized Users provide to the Services or that the Services capture on Customer's behalf, including Captured Communications, Operational Data, Creative Materials, and Personal Data. Customer Data does not include Aggregated Data.

"**Krew Affiliate**" means any entity that controls, is controlled by, or is under common control with Krew.

"**Krew Technology**" means the Services, the Krewmate devices, the Krew platform and dashboard, and all related software, firmware, models, algorithms, classifiers, pipelines, documentation, and methods, and all improvements to and derivative works of them.

"**Krewmate**" means a Krew hardware device placed on or near a production to receive production radio traffic.

"**Operational Data**" means call sheets, production schedules, scene breakdowns, shot lists, stripboards, production reports, crew and contact lists, Captured Communications, and similar logistical and scheduling materials, including those that reference the script (such as scene numbers, scene descriptions, and setup information).

"**Order Form**" means a Krew order form, signed by both parties, that references these Terms.

"**Order Term**" means the period of performance stated on the Order Form, including any month-to-month continuation.

"**Personal Data**" means information in Customer Data that identifies, relates to, or could reasonably be linked to an identified or identifiable natural person.

"**Platform Output**" means the timelines, classifications, alerts, analytics, reports, and other output that the Services generate from Customer Data.

"**Production Window**" means the shoot days of principal photography during the Order Term, as identified by Customer.

"**Services**" means the services described in the Order Form, including access to the Krew platform and dashboard and use of any Krewmate.

3. The Services

3.1 Provision. Krew will provide the Services described in the Order Form in a professional and workmanlike manner during the Order Term. Customer may permit its Authorized Users to access and use the Services solely for Customer's internal business purposes in connection with the production named on the Order Form.

3.2 Krewmate devices. Krew retains title to each Krewmate, and no Krewmate is sold to Customer. Customer bears the risk of loss of and damage to a Krewmate from delivery until Krew receives it back, ordinary wear and tear excepted. Customer will (a) use reasonable care with each Krewmate, (b) not open, modify, or reverse engineer it, (c) keep it free of liens, and (d) return it within fifteen (15) days after the Order Term ends, using the prepaid shipping label Krew provides. A Krewmate not returned within thirty (30) days after the Order Term ends is deemed lost. For a lost or damaged Krewmate, Customer will pay the reasonable repair cost or, if it is lost or cannot reasonably be repaired, its replacement cost, not to exceed the Device Replacement Cap stated on the Order Form (or, if none is stated, $2,000).

3.3 Support. Krew will provide support as described in Schedule 2.

3.4 Changes to the Services. Krew may update the Services from time to time. Krew will not make a change during an Order Term that materially reduces the core functionality listed in the Order Form's Scope of Services.

3.5 Roadmap and beta features. Capabilities that the Order Form identifies as roadmap, beta, preview, or not committed are not part of the Services that Krew must deliver. Krew may offer them, change them, or withdraw them at any time. They are provided "as is" and are excluded from the warranty in Section 11.1.

3.6 Subcontractors. Krew may use Krew Affiliates, subcontractors, and the subprocessors listed under Schedule 1 to perform the Services. Krew is responsible for their performance under the Agreement as if it were Krew's own.

3.7 Compliance with law. Each party will comply with the laws that apply to its performance under the Agreement.

4. Customer Responsibilities

4.1 Production obligations. Customer will meet the production obligations stated in the Order Form. These obligations include designating a contract contact and a communications/radio contact, providing channel and equipment information, placing the Krewmate as directed and keeping it powered and connected, and designating Authorized Users

and their access levels. If Customer does not meet these obligations, Krew is excused from the affected performance (including any Success Criteria) to the extent of the delay or gap.

4.2 Legal basis for radio capture. Customer is solely responsible for making sure that the operation of its production radios and the capture of Captured Communications comply with all applicable laws, including federal and state wiretap, eavesdropping, recording, and privacy laws in each jurisdiction where the Services are used. Customer will give all required notices to, and obtain all required consents from, crew, cast, and other individuals before capture begins, and will maintain them for the Order Term. Customer represents and warrants that it has done so. Customer also represents and warrants that it, or the radio vendor on whose authority it acts, is licensed or otherwise authorized to operate the radio system on which the Services operate, and that it is authorized to permit Krew to receive, record, transcribe, and process those transmissions as the Agreement describes. Customer's notices will tell individuals that Krew receives, transcribes, and stores production radio traffic and uses it as described in Section 8.3. Krew may provide sample notice language as a courtesy. Sample language is not legal advice, and Customer is responsible for deciding whether it is sufficient.

4.3 Labor and union obligations. Customer is solely responsible for any notice, bargaining, or other obligation under a collective bargaining agreement or labor law that relates to the deployment of the Services.

4.4 Encrypted channels. The Services capture only unencrypted analog or unencrypted digital radio transmissions on the channels identified during setup. Krew does not decrypt, defeat, or circumvent any encryption or access control. Customer will tell Krew if any channel is encrypted. Neither party will cause the Services to capture an encrypted channel unless the parties first sign a separate written authorization for it. If a Krewmate is configured to transmit, it transmits only on Customer's channels and under Customer's radio license or authorization, which Customer is responsible for maintaining.

4.5 Accounts. Customer is responsible for its Authorized Users' compliance with the Agreement and for keeping their credentials secure. Customer will notify Krew promptly of any unauthorized use of an account that it learns about.

4.6 Verification of output. The Services use machine learning and may produce output that is incomplete or inaccurate. The Services support human judgment and do not replace it. Customer will have qualified personnel verify Platform Output before relying on it for any decision with safety, legal, financial, budget, schedule, or compliance consequences.

5. Use Restrictions

Customer will not, and will not permit any person to:

(a) use Captured Communications or Platform Output to evaluate the job performance of any individual, or as the basis for any disciplinary, adverse employment, or punitive action against any individual. This restriction does not prevent Customer from using Captured Communications to investigate a safety incident, support an insurance claim, or comply with law or legal process;

(b) capture any communication outside the scope in Section 4.4, or place a Krewmate where it would capture communications of persons who are not participating in the production;

(c) resell, sublicense, rent, or provide the Services or Platform Output to any third party, except as Section 8.4 permits;

(d) reverse engineer, decompile, or try to derive the source code, models, or algorithms of the Krew Technology, except to the extent applicable law prohibits this restriction;

(e) use the Services or Krew Technology to build or benchmark a competing product or service;

(f) interfere with, disrupt, or try to gain unauthorized access to the Services or another customer's data; or

(g) use the Services in violation of law.

6. Fees and Payment

6.1 Fees. Customer will pay the fees stated in the Order Form ("**Fees**"). Unless the Order Form states otherwise, Krew invoices recurring Fees monthly in advance, the first month's Fees are due before the Services start, and later invoices are due within thirty (30) days after the invoice date. Partial months are prorated by calendar day.

6.2 Taxes. Fees do not include taxes. Customer will pay all sales, use, value-added, withholding, and similar taxes on the Fees, other than taxes on Krew's income, property, or personnel.

6.3 Disputes. Customer will notify Krew in writing of a good-faith invoice dispute within ten (10) days after the invoice date and will pay the undisputed portion on time. The parties will work in good faith to resolve the dispute promptly.

6.4 Late payment. Undisputed amounts that are overdue bear interest at the lesser of 1.0% per month or the maximum rate permitted by law. If an undisputed amount is more than ten (10) days overdue, Krew may suspend the Services after giving Customer at least five (5) business days' written notice.

7. Term, Termination, and Suspension

7.1 Term. Each Order begins on the start date stated on the Order Form and continues for the Order Term.

7.2 Termination for convenience by Customer. Customer may terminate an Order on the notice period stated on the Order Form, or, if none is stated, on thirty (30) days' written notice. Customer will pay Fees through the effective date of termination and any minimum commitment stated on the Order Form.

7.3 Termination for cause. Either party may terminate an Order by written notice if the other party (a) fails to pay an undisputed amount within ten (10) days after written notice of nonpayment; (b) materially breaches the Agreement and does not cure the breach within thirty (30) days after written notice describing it; or (c) becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of a bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days.

7.4 Suspension. Krew may suspend the Services, in whole or in part, if Krew reasonably determines that suspension is necessary to prevent a security risk to the Services or another customer, to prevent a violation of Section 4.2 or Section 5, or to comply with law. Krew will limit any suspension to the extent and duration reasonably necessary, give notice to Customer as soon as practicable, and restore the Services promptly once the cause is resolved.

7.5 Effect of termination. When an Order ends: (a) Customer's right to use the Services ends; (b) Customer will return each Krewmate under Section 3.2; (c) Krew will make Customer Data available for export and then delete it as described in Schedule 1; (d) Krew will refund any prepaid Fees for the period after termination if Customer terminates under Section 7.3 or under Schedule 1, Section 4; and (e) Customer will pay all Fees owed through the end date.

7.6 Discontinuation of the Services. Krew may terminate any Order on at least fifteen (15) days' written notice if Krew stops providing the Services to its customers generally. In that case, Customer will owe no minimum commitment, and Krew will refund any prepaid Fees and deposits for the period after termination and make Customer Data available for export and then delete it as described in Schedule 1. Section 7.5 otherwise applies. Krew has no other liability to Customer for a termination under this Section 7.6.

7.7 Survival. Sections 3.2, 4.2, 6, 7.5, 7.6, 7.7, 8, 9, 12, 13, 14, and 16, and Schedule 1 (for as long as Krew holds Customer Data), survive the end of the Agreement.

8. Ownership and Licenses

8.1 Krew Technology. As between Customer and Krew, Krew and its licensors (which may include Krew Affiliates) own all right, title, and interest in and to the Krew Technology, Aggregated Data, and Platform Output, together with all intellectual property rights in them. All rights not expressly granted in the Agreement are reserved. The Agreement is a services agreement. It is not a work-made-for-hire arrangement, and nothing in it assigns any Krew Technology to Customer.

8.2 Customer Data. As between the parties, Customer and its licensors own all Customer Data, including Captured Communications and transcripts. Customer grants Krew a non-exclusive license during the Order Term to host, copy, process, transmit, and display Customer Data to provide, secure, and support the Services.

8.3 Operational Data and Creative Materials.

(a) *Operational Data*. Customer grants Krew and the Krew Affiliates a non-exclusive license to use Operational Data to develop, train, and improve the Krew Technology. Before Krew uses Operational Data to train a model that is used to provide services to other customers, Krew will remove or de-identify Personal Data in it. This license is subject to Section 9 and Schedule 1, and Krew will never disclose Operational Data to any third party except as the Agreement permits.

(b) *Creative Materials*. Krew will use Creative Materials only as necessary to provide the Services, will not keep them longer than necessary for that purpose, and will not use them to train, fine-tune, or improve any model or the Krew Technology unless Customer expressly authorizes this in writing.

(c) *Third-party models*. Krew will not use Customer Data to train, and will not permit any third-party model provider to use Customer Data to train, any third-party or general-purpose AI model.

8.4 Platform Output. Krew grants Customer a non-exclusive, non-transferable license during the Order Term to use Platform Output for its internal business purposes in connection with the production named on the Order Form. After the Order Term, Customer may keep and use copies of Platform Output about its own production for internal records and business purposes, and may share them with its affiliates, financiers, completion guarantors, insurers, distributors, and professional advisers who are bound by confidentiality obligations.

8.5 Aggregated Data. Krew and the Krew Affiliates may create and use Aggregated Data for any lawful purpose, including to develop and improve its products and services and for benchmarking. Krew will not disclose Aggregated Data in a form that identifies Customer, a production, or an individual.

8.6 Feedback. Customer grants Krew and the Krew Affiliates a perpetual, irrevocable, royalty-free license to use any suggestions or other feedback that Customer gives about the Krew Technology. Customer has no obligation to give feedback.

9. Confidentiality

9.1 Definition. "**Confidential Information**" means non-public information that one party (the "**Discloser**") discloses to the other (the "**Recipient**") under the Agreement that is marked confidential or that a reasonable person would understand to be confidential. Customer's Confidential Information includes Customer Data and all non-public information about its productions. Krew's Confidential Information includes the non-public aspects of the Krew Technology and the pricing in the Order Form. Confidential Information does not include information that the Recipient can show (a) is or becomes public through no fault of the Recipient, (b) was known to the Recipient without confidentiality obligations before disclosure, (c) is received from a third party without a duty of confidentiality, or (d) is independently developed without use of the Discloser's Confidential Information.

9.2 Obligations. The Recipient will (a) use the Discloser's Confidential Information only to perform or exercise its rights under the Agreement; (b) protect it with at least the care it uses for its own similar information, and no less than reasonable care; and (c) disclose it only to its and its affiliates' employees, contractors, and advisers who need to know it for the Agreement and are bound by confidentiality obligations at least as protective as this Section 9. The Recipient is responsible for any breach of this Section 9 by those persons.

9.3 Compelled disclosure. The Recipient may disclose Confidential Information if law or legal process requires it. Where legally permitted, the Recipient will give the Discloser prompt notice and reasonable cooperation so that the Discloser can seek a protective order, and will disclose only what is required.

9.4 Duration. These obligations continue during the Agreement and for two (2) years after it ends. For trade secrets, and for Customer Data for as long as Krew holds it, they continue for as long as the information remains protected under law or held by Krew.

9.5 Return and destruction. When the Agreement ends, and subject to Schedule 1 for Customer Data, each party will on request return or destroy the other's Confidential Information. Copies kept in routine backups or required by law may be retained under this Section 9 until deleted in the ordinary course.

10. Data Protection and Security

Krew will Process Personal Data and protect Customer Data as stated in Schedule 1. Schedule 1 is the parties' data processing addendum. Customer does not need to sign it separately.

11. Warranties and Disclaimers

11.1 Krew warranty. Krew warrants that during the Order Term the Services will perform materially as described in the Order Form. If they do not, Customer must notify Krew in writing with reasonable detail. Krew will then use commercially reasonable efforts to correct the nonconformity. If Krew cannot correct it within thirty (30) days after notice, Customer may terminate the affected Order and receive a refund of prepaid Fees for the period after termination. This Section 11.1 states Customer's exclusive remedy, and Krew's sole liability, for breach of this warranty.

11.2 Mutual warranties. Each party warrants that it has the authority to enter into the Agreement and that the person signing the Order Form has authority to bind it. Customer warrants that it has the rights needed to provide Customer Data to Krew for use as the Agreement permits.

11.3 Malicious code. Krew will use industry-standard measures designed to keep viruses, malware, and similar malicious code out of the Services and the Krewmate devices.

11.4 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES, KREWMATE DEVICES, AND PLATFORM OUTPUT ARE PROVIDED "AS IS," AND EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. KREW DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT PLATFORM OUTPUT WILL BE COMPLETE OR ACCURATE.

12. Indemnification

12.1 By Krew. Krew will defend Customer and its affiliates, and their officers, directors, and employees, against any third-party claim alleging that the Krew Technology, as provided by Krew and used in accordance with the Agreement, infringes or misappropriates that third party's intellectual property rights. Krew will pay the damages, settlements, and reasonable attorneys' fees finally awarded against or agreed to by Krew for such a claim. Krew has no obligation for a claim that arises from Customer Data, from a combination with anything Krew did not provide, from a modification Krew did not make, or from use in breach of the Agreement. If the Krew Technology is, or Krew reasonably believes it may become, the subject of such a claim, Krew may obtain the right for Customer to continue using it, modify it so that it does not infringe, or, if neither is commercially reasonable, terminate the affected Order and refund prepaid Fees for the period after termination. This Section 12.1 states Krew's entire liability for infringement claims.

12.2 By Customer. Customer will defend Krew and its affiliates, and their officers, directors, and employees, against any third-party claim arising from (a) Customer's operation of its production radios or the capture, recording, or use of Captured Communications, including any claim under wiretap, eavesdropping, recording, privacy, or labor law, or that a required notice or consent was not given or obtained; (b) Customer Data, including a claim that it infringes a third party's rights; or (c) Customer's breach of Section 5; except, in each case, to the extent the claim is finally determined to have been caused by Krew's breach of the Agreement (including capture outside the channels identified at setup) or Krew's willful misconduct. Customer will pay the damages, settlements, and reasonable attorneys' fees finally awarded against or agreed to by Customer for such a claim.

12.3 Procedure. The indemnified party will (a) give the indemnifying party prompt written notice of the claim (a delay excuses the indemnifying party only to the extent it is prejudiced); (b) give the indemnifying party sole control of the defense and settlement; and (c) give reasonable cooperation at the indemnifying party's expense. The indemnifying party will not settle a claim in a way that admits fault by, or imposes a non-monetary obligation on, the indemnified

party without its written consent. The indemnified party may participate in the defense with its own counsel at its own expense.

13. Limitation of Liability

13.1 Exclusion of indirect damages. EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, OR GOODWILL, OR FOR PRODUCTION DELAY OR COST OVERRUN, EVEN IF ADVISED OF THEIR POSSIBILITY. AMOUNTS PAYABLE TO A THIRD PARTY UNDER SECTION 12 ARE DIRECT DAMAGES.

13.2 General cap. EXCEPT FOR EXCLUDED CLAIMS AND SUPER-CAP CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO AN ORDER WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID AND PAYABLE UNDER THAT ORDER IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, AND (B) THE GENERAL CAP FLOOR STATED ON THE ORDER FORM (OR, IF NONE IS STATED, $10,000).

13.3 Super-cap. FOR SUPER-CAP CLAIMS, EACH PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO AN ORDER WILL NOT EXCEED THE GREATER OF (A) TWO (2) TIMES THE AMOUNT IN SECTION 13.2(A), AND (B) THE SUPER-CAP FLOOR STATED ON THE ORDER FORM (OR, IF NONE IS STATED, $100,000). AMOUNTS PAID UNDER SECTION 13.2 COUNT TOWARD THIS LIMIT. "**Super-Cap Claims**" means claims arising from (i) a party's obligations under Section 12, other than Section 12.2(a); (ii) a party's breach of Section 9; or (iii) Krew's breach of Schedule 1.

13.4 Excluded Claims. "**Excluded Claims**" means (a) Customer's obligation to pay Fees and amounts under Section 3.2; (b) a party's fraud or willful misconduct; (c) bodily injury or death caused by a party's gross negligence; and (d) Customer's obligations under Section 12.2(a) (radio capture claims). The limits in Sections 13.2 and 13.3 do not apply to Excluded Claims.

13.5 Application. These limits apply to all theories of liability, whether in contract, tort (including negligence), or otherwise, and apply even if a limited remedy fails of its essential purpose. They apply to all claims arising under the Agreement, including Schedule 1.

14. Publicity

Unless Customer opts out on the Order Form, Krew may identify Customer by name and logo as a customer. Any other public reference, including a case study or any use of a production's title, requires Customer's written approval, which may be given on the Order Form. Krew will send Customer any case study or other public material, beyond a name-and-logo listing, that names Customer or a production at least five (5) business days before publication, so that Customer can correct factual errors or identify Confidential Information. The material is deemed approved if Customer does not respond within that period. Krew will not publicly use a production's title before Customer or its distributor has publicly announced the production. Krew will not publish Creative Materials, non-public creative content, Personal Data, the identity of any cast or crew member without that person's consent, or the terms of the Agreement. Public references permitted by this Section 14 do not breach Section 9, and approved materials may remain published after the Agreement ends.

15. Insurance

During each Order Term, Krew will maintain, with reputable insurers: (a) technology errors and omissions and cyber liability insurance (including network security and privacy liability) with limits of at least $1,000,000 in the aggregate; (b) commercial general liability insurance with limits of at least $1,000,000 per occurrence and $2,000,000 in the aggregate; and (c) workers' compensation insurance as required by law. On Customer's written request, Krew will name Customer as an additional insured on its commercial general liability policy for claims arising from Krew's operations under the Agreement. Krew will provide a certificate of insurance on request. These insurance requirements do not limit or expand either party's liability under Section 13.

16. General

16.1 Equitable relief. Krew's remedies for any breach by Customer are limited to money damages. Krew will not seek to enjoin, rescind any rights in, or otherwise interfere with the production, advertising, distribution, or other exploitation of any Customer production. This Section 16.1 does not limit Krew's rights to suspend or terminate the Services, or to recover Krewmate devices, under the Agreement. Subject to the preceding sentences, Krew may seek equitable relief to stop a breach of Section 5, Section 8, or Section 9, or to recover Krewmate devices, but no such relief may restrain the production, advertising, distribution, or other exploitation of a Customer production.

16.2 Governing law and venue. The Agreement is governed by the laws of the Commonwealth of Kentucky, without regard to conflict-of-laws rules. Each party submits to the exclusive jurisdiction of the state and federal courts located in Fayette County, Kentucky, for any dispute arising out of or relating to the Agreement, except that either party may seek injunctive relief in any court of competent jurisdiction to protect its intellectual property or Confidential Information.

16.3 Assignment. Neither party may assign the Agreement without the other's written consent, which will not be unreasonably withheld. However, either party may assign the Agreement without consent to an affiliate, or to a successor in a merger, acquisition, reorganization, or sale of all or substantially all of the assets or business to which the Agreement relates, if the assignee assumes the Agreement in writing. Any other attempted assignment is void.

16.4 Force majeure. Neither party is liable for a delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control, such as natural disasters, war, terrorism, civil unrest, government action, epidemics, labor actions not involving the affected party's own employees, or failures of utilities, telecommunications, or third-party hosting or AI services. The affected party will notify the other promptly and use reasonable efforts to resume performance. If the event prevents performance of an Order for more than fourteen (14) consecutive days, either party may terminate that Order on written notice. This Section 16.4 does not excuse Krew's obligations to protect Customer Data or to give notice of a Security Incident.

16.5 Notices. Notices under the Agreement must be in writing and sent to the addresses on the Order Form (or a later address a party designates by notice). Notices are effective on receipt when delivered by hand or by nationally recognized courier, or when sent by email with confirmation of transmission. Notices of breach or termination sent by email must also be sent by another permitted method.

16.6 Independent contractors. The parties are independent contractors. The Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship.

16.7 No third-party beneficiaries. The Agreement is for the benefit of the parties only, except for the persons entitled to defense under Section 12.

16.8 Entire agreement; amendment; waiver. The Agreement is the parties' entire agreement on its subject matter and supersedes all prior and contemporaneous agreements and understandings on that subject. An amendment or waiver is effective only if it is in writing and signed by both parties (or, for a waiver, by the waiving party). A failure or delay in enforcing a right is not a waiver.

16.9 Severability; interpretation. If a provision is held unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement will remain in effect. "Including" means "including without limitation." Headings are for convenience only.

16.10 Counterparts; electronic signature. An Order Form may be signed electronically and in counterparts, each of which is an original and all of which together are one instrument.

16.11 Krew is the only contracting party. Krew is the only party to the Agreement on its side. No Krew Affiliate is a party to the Agreement or has any obligation or liability under it, including when a Krew Affiliate exercises rights or performs Services under the Agreement. Customer will bring any claim arising out of or relating to the Agreement only against Krew.

Schedule 1 — Data Protection Addendum

1. Roles and scope. Customer is the business (controller) and Krew is the service provider (processor) for Personal Data in Customer Data. Krew will Process Personal Data only (a) to provide, secure, and support the Services, (b) as Section 8.3 of the Terms permits, (c) on Customer's other documented, lawful instructions, and (d) as required by law. The Agreement, including the Order Form and Customer's configuration of the Services, is Customer's complete set of instructions. "**Process**" means any operation performed on data, including collection, storage, use, disclosure, and deletion. "**Data Protection Laws**" means the U.S. federal and state privacy and data protection laws that apply to the Processing, including the California Consumer Privacy Act as amended ("**CCPA**").

2. Processing details.

Subject matter and duration	Provision of the Services for the Order Term, and the export and deletion period after it.
Categories of data	Production schedules, call sheets, and reports; crew and contact lists (names, roles, phone numbers, email addresses); Captured Communications (radio audio, transcripts, and metadata); documents and messages that Customer sends to the Services; and Authorized User account data.
Data subjects	Customer's employees, contractors, crew, cast, vendors, and other individuals whose information appears in Customer Data.
Sensitive data	The Services are not designed for, and Customer will not submit, Social Security numbers, financial account numbers, health information, or other sensitive personal information, except to the extent incidentally included in production documents. Krew does not create voiceprints or other biometric identifiers from Captured Communications.

3. Krew's commitments. Krew will:

(a) not sell or share (as the CCPA defines those terms) Personal Data;

(b) not retain, use, or disclose Personal Data for any purpose other than the business purposes in Section 1, or outside the direct business relationship between the parties, except as the CCPA permits;

(c) not combine Personal Data with personal information it receives from other sources, except as the CCPA permits;

(d) comply with applicable Data Protection Laws and give Personal Data the level of privacy protection that the CCPA requires;

(e) notify Customer if it determines that it can no longer meet its obligations under Data Protection Laws, or if it believes that an instruction from Customer violates them; Customer may then take reasonable and appropriate steps to stop and remediate unauthorized Processing;

(f) make sure that personnel who Process Personal Data are bound by confidentiality obligations; and

(g) give Customer reasonable assistance, taking into account the nature of the Processing, in responding to requests from individuals exercising their rights under Data Protection Laws, and in meeting Customer's own security and assessment obligations.

4. Subprocessors. Customer authorizes Krew to use Krew Affiliates performing Services under Section 3.6 and the subprocessors listed at krewmate.io/legal/subprocessors when the Order Form is signed. Krew will have a written agreement with each subprocessor that is at least as protective of Personal Data as this Schedule 1, and remains responsible for each subprocessor's performance. Krew will give Customer at least fifteen (15) days' notice (by email to Customer's contract contact, or through a notification feature on the subprocessor page) before adding or replacing a subprocessor. Customer may object on reasonable data protection grounds within ten (10) days after notice. If the parties cannot resolve the objection within thirty (30) days, Customer may terminate the affected Order without penalty and receive a refund of prepaid Fees for the period after termination. This is Customer's sole remedy for its objection.

5. Location. Krew will store Customer Data in the United States. Krew will not store Customer Data outside the United States without Customer's prior written consent. Requests to AI models may be processed transiently in other AWS regions through Amazon Bedrock's cross-region inference, but Customer Data is not stored there. Customer will not submit Personal Data that is subject to the GDPR or UK GDPR unless the parties have first signed a data transfer addendum for it.

6. Security. Krew will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Data against unauthorized access, loss, alteration, and disclosure, appropriate to the nature of the data. These safeguards include, at a minimum: (a) encryption of Customer Data in transit and at rest; (b) role-based access controls, with access limited to personnel who need it to provide the Services; (c) multi-factor authentication for Krew administrative access; (d) logging and monitoring of access to systems that store Customer Data; (e) vulnerability management, with risk-based remediation of identified vulnerabilities; (f) endpoint protection on Krew devices used to access Customer Data; and (g) documented incident response and backup procedures. Krew may update its safeguards but will not materially reduce the overall protection of Customer Data during an Order Term.

7. Security Incidents. "**Security Incident**" means a confirmed unauthorized access to, or acquisition, disclosure, loss, or alteration of, Customer Data in Krew's or its subprocessors' systems. Krew will notify Customer without undue delay, and in any event within seventy-two (72) hours, after confirming a Security Incident. The notice will include, to the extent then known: the nature of the incident, the categories and approximate volume of affected data, the likely consequences, and the steps taken or planned to contain and mitigate it. Krew may provide information in phases as it becomes available. Krew will investigate and contain the Security Incident, take reasonable steps to mitigate its effects, and give Customer reasonable cooperation in meeting Customer's own legal obligations, including notices to individuals or regulators. Krew will not name Customer in any public statement or third-party notice about a Security Incident without Customer's consent, unless law requires it. Krew's notice of a Security Incident is not an admission of fault.

8. Export and deletion. For thirty (30) days after an Order ends, or on Customer's earlier written request, Krew will make Customer Data available for export in a commonly used, machine-readable format (for example, CSV or JSON for structured data and original formats for uploaded files). Within thirty (30) days after the export period ends, Krew will delete Customer Data from its production systems. Copies in routine backups will be deleted in the ordinary backup cycle, not to exceed ninety (90) days, and remain protected by this Schedule 1 until deleted. Krew may keep Customer Data that law requires it to keep, but only for that purpose and only for the required period. Krew will confirm deletion in writing on request. Aggregated Data and Platform Output are not Customer Data and are not subject to this Section 8, but Customer may export its Platform Output during the export period.

9. Audits and information. On written request no more than once in any twelve (12) month period, Krew will answer a reasonable written security questionnaire and provide relevant documentation of its safeguards. If Krew holds a current SOC 2 Type II report or equivalent third-party attestation, it may provide that report instead. Only after a Security Incident affecting Customer Data, or where a regulator or applicable law requires it, Customer may conduct an audit on at least thirty (30) days' notice, during business hours, limited to systems that Process Customer Data, by an independent auditor that is not a Krew competitor and that signs a confidentiality agreement. Customer bears the cost of any audit. Audit results are Krew's Confidential Information.

10. AI processing. The Services use third-party foundation models through the subprocessors listed in Section 4 of this Schedule 1. Krew will not permit those providers to retain Customer Data beyond what is needed to process each request or to train their models on Customer Data, and will use only providers whose terms prohibit such training.

Schedule 2 — Support

Krew provides human technical support during the Order Term as follows. Response times are targets, not guarantees, measured from Krew's receipt of a report through the support channel stated on the Order Form.

Tier	Covers	Hours	Target
1 — Service outage	The Krewmate or dashboard is down, or the Services are not functioning	24/7 during the Production Window	Engineer response within 60 minutes; continuous work until restored
2 — Data quality	Incorrect or degraded output,	6 a.m. – 12 a.m. ET,	Acknowledgment within 1 hour;

Tier	Covers	Hours	Target
	missed events, or a sudden decline in transcription quality	Monday–Friday	target resolution within 4–24 hours depending on complexity
3 — General	Access requests, onboarding, questions, and general troubleshooting	9 a.m. – 4 p.m. ET, Monday–Friday	Response within 4 business hours; after-hours requests answered the next business day

Founding-team access. Customer will have a direct asynchronous channel to Krew's team (for example, a shared Slack channel or text thread) for questions, feedback, and coordination, as stated on the Order Form.