

PELOTON COMMERCIAL PARTNER

STANDARD TERMS & CONDITIONS OF PURCHASE

- 1. Acceptance.** The customer named on the Peloton invoice or ordering document that references these Standard Terms & Conditions of Purchase (“**Customer**”) hereby offers to purchase from Peloton Interactive, Inc. (“**Peloton**”) the products and services described on the relevant Peloton invoice or ordering document (“**Order**”) (respectively, “**Products**” and “**Services**”), subject to the below terms and conditions. These Standard Terms & Conditions of Purchase, any addendum(s) attached hereto, together with information contained on the Order, and any additions or revisions mutually agreed to in a signed writing by Customer and Peloton (collectively, this “**Agreement**”) constitute the entire agreement between Customer and Peloton with respect to the purchase of the Products and/or Services specified on the Order, supersede all prior oral or written understandings relating thereto, and may not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. If a purchase order or any other communication from Customer contains provisions inconsistent with the provisions hereof, this Agreement will prevail and Peloton hereby notifies Customer of its objection to and rejection of any such provisions stated by Customer, whether or not material, that are in conflict with, inconsistent with, or in addition to those contained in this Agreement. Customer’s acceptance of delivery of or payment for any Products or Services provided hereunder constitutes Customer’s acceptance of this Agreement. If there is any conflict between the terms and conditions set forth in any such addendum(s), Order and such conflict shall be resolved by giving precedence in the following order: the Order, applicable addendum and these Standard Terms & Conditions of Purchase.
- 2. Orders.** Peloton will use commercially reasonable efforts to supply to Customer such quantities of Products and Services as Customer orders pursuant to this Agreement. Customer may not cancel any Order after acceptance of such Order, and changes in order quantities require Peloton’s prior written consent. Peloton will use reasonable efforts to comply with such requests, but will not be responsible or liable for any failure to provide changed amounts. Notwithstanding any other provision herein, Peloton’s obligation to supply Products and Services to Customer is subject to availability and Peloton’s other obligations.
- 3. Payment Terms.** Unless otherwise stated on the Order, invoiced amounts are due upon receipt and payable in U.S. dollars. Customer will pay or reimburse Peloton for all sales, use, value-added and other taxes (except taxes on Peloton’s net income) claimed or imposed by any governmental authority upon the sale of the Products and Services or payments to Peloton under this Agreement. Customer may not set off from any amounts due to Peloton any amounts claimed to be owed by Peloton to Customer for any reason.
- 4. Remedies.** If Customer fails to pay when due any amount that Customer owes to Peloton for Products, Peloton has, in addition to any other rights of Peloton, the right (without liability to Peloton) to repossess such Products, to suspend the provision of Services, and/or to require Customer to effect return delivery of such Products to Peloton at Customer’s expense. Customer will not oppose such efforts. In addition, until Customer has paid to Peloton the entire amount due for such Products, Peloton will retain a security interest in such Products in the amount of the full purchase price plus all other amounts due hereunder, and Peloton will retain all rights and remedies of a secured party under the Uniform Commercial Code as in effect at the time of delivery of such Products. A copy of Peloton’s invoice may be filed with the appropriate authorities at any time as a financing statement or chattel mortgage in order to perfect Peloton’s security interest. Upon request, Customer will execute any financing statements and other instruments necessary or appropriate for Peloton to perfect its security interest. To the maximum extent permitted by law, Peloton’s remedies specified in the Agreement are in addition to and do not supersede or limit any and all other remedies available under statute, at law or in equity, and such remedies will be cumulative and not exclusive.
- 5. Shipment.** Peloton will use commercially reasonable efforts to ship by the scheduled shipping date(s) on the Order, but shipping dates are not guaranteed. If no shipping date is specified, shipment will be made on date(s) selected by Peloton. In no event will Peloton be liable for any damages or penalties for delay in delivery or for failure to give notice of delay. Delivery may be made in advance of any scheduled delivery date, and Peloton will make reasonable efforts to notify Customer of early delivery. Except as otherwise specified in the Order, items will be packed for shipment and shipped in accordance with Peloton’s standard practices.
- 6. Title and Risk of Loss.** Subject to Section 4, title to the Products sold by Peloton to Customer, and all risk of loss of or damage to such Products, pass to and are assumed by Customer upon delivery to the destination specified by Customer.

7. **30-Day Trial.** Peloton offers a thirty (30) day trial on the first Peloton Product ordered by Customer (“**30 Day Trial**”). If Customer is not satisfied with the Product, Customer may initiate the return of the Product within 30 days of delivery for a full refund and no return shipping fees by requesting a return in writing to commercialsales@onepeloton.com. Customer may also return any Product accessories and subscription and warranty fees if purchased on the same Order as the Product. 30 Day Trial is not offered for subsequent Products ordered by Customer. Any Product or accessory returned with excessive wear and tear is not eligible for a full refund. Accessories not returned with a Product are not refund eligible. 30 Day Trial is subject to availability and is not available to certain delivery addresses. Customer should contact commercialsales@onepeloton.com to determine eligibility.

8. **Inspection and Returns.** Customer must carefully inspect all deliveries of Products and report promptly to Peloton any alleged error, shortage, defect or nonconformity of such Products. Products are non-returnable except as set out in Section 7 and Peloton’s Return Policy in effect at the time of purchase, the current version of which is located at www.onepeloton.com. Prior to initiating any return, Customer must call or email its designated Peloton account representative, and describe the issues with the Products. A return shipping fee is charged for some Products.

9. **Warranty Claims.** The Peloton Products Limited Warranty for Commercial Use provided by Peloton, which can be found at <https://business.onepeloton.com/warranty> for the United States, and <https://business.onepeloton.ca/warranty> for Canada (or such successor website as Peloton may designate from time to time), as may be amended by Peloton in its sole discretion (the “**Limited Warranty**”), applies to purchases of the Products. Customer must contact Peloton Commercial Support to obtain warranty or support service for the Products and Services, whether under the Limited Warranty or otherwise. If Customer obtains service for the Products and Services from anyone other than a Peloton authorized representative, Customer may no longer receive warranty protection from Peloton.

10. **Product Use.** Customer may not charge any fees of any kind for use of the Products and Services (e.g., pay-per-ride or access fees or subscription charges) without Peloton’s prior written consent in each instance (which may be withheld in Peloton’s sole discretion). Customer may not use the Products or Services in group fitness classes or to otherwise offer any user experiences other than those made available by Peloton through the Services. Prior to using any Peloton Products and Services, all users are required to accept Peloton’s Terms of Service, Privacy Policy, and Subscription Terms and Conditions, the current

versions of which are located at www.onepeloton.com, as well as any other terms presented to users during the sign-in process (collectively, the “**Peloton Terms of Service**”). Customer may not create or otherwise publicize general-use login credentials for any Peloton Products and Services that enable any user to access the Peloton Products or Services without a personal account. To the extent the Peloton Terms of Service, as applied to Customer, conflict with the terms of this Agreement, the terms of this Agreement control. Without limiting anything else in this Agreement or in the Peloton Terms of Service, Customer acknowledges and agrees that Customer is solely responsible for (a) maintaining its premises and Products in good working order, (b) for posting all appropriate health and safety notices, (c) adhering to all applicable safety guidance provided by Peloton with respect to the Products, including those in the applicable user manual, and (d) obtaining waivers and releases of liability from all users of Customer’s facilities and equipment. Customer’s license to access and use the Peloton software included in the Products, the online fitness community and related products, services, content, and features, and the interfaces on tablets connected to Peloton Products is subject to the Peloton Terms of Service, which can be found at <https://www.onepeloton.com/terms-of-service> (or such successor website as Peloton may designate from time to time), as may be amended by Peloton in its sole discretion.

11. **Professional Advice and Medical Disclaimers.** The Products and Services offer fitness information and are designed for educational and entertainment purposes only. Customer shall not, and will instruct its users not to, rely on such information as a substitute for, nor does it replace, professional medical advice, diagnosis, or treatment. The use of any information provided by the Products and Services is solely at the user’s own risk, and users should not disregard, avoid, or delay in obtaining medical or health related advice from a healthcare professional because of any information provided through the Products and Services. Nothing stated in the Products and Services are intended to be, nor may be taken to be, the practice of medical or counseling care (including without limitation, psychiatry, psychology, psychotherapy, or health care treatment, instructions, diagnosis, prognosis or advice). The Products and Services are continually under development, and Peloton makes no warranty of any kind, implied or express, as to the accuracy, completeness or appropriateness thereof for any purpose. In that regard, developments in medical research may impact health, fitness and nutritional advice. No assurance is given that the Products and Services will always include the most recent findings or developments with respect to the particular material.

12. **Insurance.** Peloton does not provide theft, property, personal injury, or any other type of insurance to Customer, except that upon Customer’s request Peloton will provide evidence of coverage solely in connection with and for purposes

of completing the delivery of Products to Customer's premises. Customer acknowledges that it is Customer's sole responsibility to insure Customer's Products and Services, and Peloton shall have no liability to Customer, or any of Customer's users, in connection therewith.

13. **Cancellation.** If Customer breaches any material provision of this Agreement, Peloton may cancel all or part of any orders hereunder, at any time, without liability to Peloton or payment to Customer. Peloton may also cancel all or part of this Agreement, without cause, at any time, in which case Peloton will refund to Customer the amounts specified in the Order that were previously paid by Customer for Products and Services not delivered prior to cancellation.

14. **Limited Warranty and Warranty Disclaimer.** It is the sole and exclusive responsibility of Customer to determine the suitability of any and all Products and Services for Customer's intended uses. THE LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY PELOTON, AND PELOTON GIVES OR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. NO REPRESENTATIVE OF PELOTON IS AUTHORIZED TO MAKE ANY OTHER REPRESENTATION OR WARRANTY OR MODIFY THE LIMITED WARRANTY OR THIS SECTION IN ANY WAY EXCEPT IN A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF PELOTON THAT MAKES SPECIFIC REFERENCE TO THIS SECTION OF THE AGREEMENT. WITHOUT LIMITING THE FOREGOING, PELOTON EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

15. **Limitation of Liability.** PELOTON'S SOLE LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR USE OF PRODUCTS AND SERVICES SOLD HEREUNDER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL BE STRICTLY LIMITED TO PELOTON'S OBLIGATIONS AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY TO CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THE PRODUCTS AND SERVICES SOLD HEREUNDER OR THE TRANSACTIONS CONTEMPLATED HEREBY, IN AN AMOUNT IN EXCESS OF, AND PELOTON'S LIABILITY WILL BE STRICTLY LIMITED TO, AMOUNT(S) ACTUALLY RECEIVED BY PELOTON FROM CUSTOMER FOR THE PRODUCTS AND SERVICES THAT GIVE RISE TO THE LIABILITY. IN NO EVENT WILL PELOTON HAVE ANY LIABILITY, OBLIGATION OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING IN ANY WAY IN CONNECTION WITH THE PRODUCTS AND SERVICES

OR THEIR SALE OR USE, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, INJURY TO PERSONS, LOSS OF USE, DATA OR PROFITS, OR DELAYS OR INCONVENIENCE, EVEN IF PELOTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that no guarantees or assurances have been made as to results that may be obtained from the use of the Products and Services whether used singly or in combination with other products or services. Customer acknowledges that it does not rely on, and waives any claim relating to, any recommendation or instruction given to Customer by Peloton or any of its representatives regarding the specifications, storage, handling, maintenance or use of Products and Services, which recommendation or instruction is followed or acted upon entirely at Customer's own risk. Customer acknowledges that it is purchasing Products and Services to be used by its own end users. To the extent allowed by law, Peloton shall not be liable to these end users, and Customer agrees to indemnify Peloton for any injuries incurred in connection with its users' use of the Products and Services. There are inherent risks in the use of exercise equipment, and all users' use of the Products is at their own risk.

16. **Confidentiality.** "Confidential Information" means all trade secrets, know-how, inventions, developments, software, pricing information and other business or technical information disclosed by or for Peloton, but not including any information that Customer can demonstrate is (a) rightfully furnished to it without restriction by a third party without breach of any obligation of confidentiality, (b) generally available to the public without breach of this Agreement, or (c) independently developed by it without access to or reliance on Peloton's information. The pricing and quantity provisions in the Order constitute Confidential Information. Except for the specific rights granted by this Agreement, Customer will not use or disclose any Confidential Information without Peloton's prior written consent, and will use reasonable care to protect it from unauthorized access, use or disclosure. Customer will be responsible for any breach of confidentiality by anyone to whom Customer discloses Confidential Information. Any breach or threatened breach of this provision will cause irreparable harm to Peloton for which money damages would not be an adequate remedy. Accordingly, Peloton will, in addition to any other legal or equitable remedies, be entitled to an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond, pursuant to Section 19.B.1.

17. **Marketing and Publicity.** Any marketing or promotion of the Products and Services must comply with Peloton's Commercial Marketing Guidelines as updated from time to time in Peloton's discretion and any additional instructions or guidelines that Customer receives from Peloton from time to time. Customer may not use Peloton imagery or marketing collateral ("Peloton

Material) unless such Peloton Material is posted on Peloton's press page at press.onepeloton.com or provided to Customer by Peloton. Customer has a limited right to copy and use Peloton Material, without modification, solely for purposes of marketing and promoting the Products and Services pursuant to this Agreement in accordance with Peloton's Commercial Marketing Guidelines, Peloton's Usage Guidelines, as updated from time to time in Peloton's discretion and which may be found at <http://commercial.onepeloton.com/Peloton-Commercial-Marketing-Guidelines-2020.pdf> and the confidentiality restrictions herein. Customer may not make any use of Peloton's name or trademarks for purposes other than marketing or promoting the Product and Services consistent with the guidelines referenced above, or make any modifications to Peloton Material, without Peloton's express prior written approval, which may be granted or denied by Peloton in its sole discretion. To request such permission, Customer should contact commercialmarketing@onepeloton.com. Customer agrees that Peloton may use Customer's name, trademarks, logos and other branding features in connection with marketing-related communications and may reference Customer in partner listings and, as applicable, in Peloton's Hotel Finder online tool, available at <https://hotelfinder.onepeloton.com/>. Customer acknowledges that failure to adhere to these requirements constitutes waiver of the Peloton Commercial Warranty with respect to Customer and a material breach of this Agreement, and may constitute a violation of trademark, copyright, unfair competition, false advertising, and related laws.

18. **Export Control.** Customer will comply with the U.S. Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and restrictions and regulations of the Department of Commerce, the U.S. Department of Treasury Office of Foreign Assets Control, or other United States or foreign agency or authority, and not export, or allow the export or re-export of any Product or Service in violation of any such restrictions, laws or regulations.

19. **Arbitration Agreement and Class Action Waiver.** Section 19 is applicable for all Customers based in the United States.

A. **Mandatory Arbitration of Disputes.** Customer and Peloton agree that any dispute, claim or controversy that arises or arose out of or that relates to the Products or Services, an Order, this Agreement, or the breach, termination, enforcement, interpretation or validity thereof (each, a "Dispute" and collectively, the "Disputes") will be resolved solely by binding, individual arbitration, unless expressly provided otherwise in this Section 19, and not in a class, representative or consolidated action or proceeding. Customer and Peloton agree that the U.S. Federal Arbitration Act (or equivalent laws in the jurisdiction in which the relevant Peloton contracting entity is incorporated)

governs the interpretation and enforcement of this Agreement and that CUSTOMER AND PELOTON ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. This Section 19 shall survive the termination of this Agreement.

B. **Exceptions.** The only exceptions to Section 19 are the following:

1. Customer or Peloton may seek injunctive or other equitable relief from a court (i) to prevent (or enjoin) misuse or unauthorized disclosure of Confidential Information described in Section 16, or (ii) to repossess or effect the return of Products or Services as described in Section 4. Customer and Peloton shall remain subject to Section 19.G.

2. Disputes related to the infringement or misappropriation of intellectual property rights will be heard by a court of competent jurisdiction as set forth in Section 20 of this Agreement (and not an arbitrator).

C. **Initial Dispute Resolution and Notification.** Customer and Peloton agree that, prior to initiating an arbitration or other legal proceeding (except for a claim under Section 19.B which may, but is not required to, follow this Section 19.C), Customer and Peloton will attempt to negotiate an informal resolution of the Dispute. To begin this process, and before initiating any arbitration or legal proceeding, a party must send a Notice of Dispute ("Notice") pursuant to Section 21 of this Agreement. For purposes of this Agreement, initiating an arbitration means filing an arbitration demand ("Demand").

After receipt of the Notice, Customer and Peloton shall engage in a good-faith effort to resolve the dispute for a period of 60 days, which both sides may extend by written agreement ("Informal Dispute Resolution Period"). During the Informal Dispute Resolution Period, neither Customer nor Peloton may initiate an arbitration or other legal proceeding.

If the Dispute is not resolved during the Informal Dispute Resolution Period, either party may initiate an individual arbitration as provided below.

D. **Conducting Arbitration, Arbitration Rules, and Arbitration Fees.** Any arbitration hearing will take place in New York, New York, unless Customer and Peloton agree to a different location or to a virtual hearing.

The arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement, except that only a court of competent jurisdiction as set forth in Section 20 of this Agreement (and not an arbitrator) shall have the exclusive authority to resolve any claim that all or part of the Class Action Waiver set forth in this Agreement or the Mass Filing procedures set forth in Section 19.E below are unenforceable, unconscionable, void, or voidable. The arbitrator may award the same damages to Peloton or a Customer individually as a court could. The arbitrator may award individual declaratory or injunctive relief to the extent it would be allowed by law but only

to Customer or Peloton individually and only to the extent needed to satisfy Customer's or Peloton's individual claim. The arbitrator will not be bound by rulings in other arbitrations where Customer and Peloton were not both parties.

1. Disputes Involving \$75,000 or Less. For disputes involving \$75,000 or less, exclusive of fees and costs, any arbitration must be initiated with and conducted by National Arbitration & Mediation ("NAM") pursuant to its Comprehensive Dispute Resolution Rules and Procedures and its Mass Filing Supplemental Dispute Resolution Rules and Procedures in effect at the time the Demand is made (together, the "NAM Rules"), except as modified by this Agreement. The party that files the arbitration demand shall be responsible for payment of the initial administrative fee. The allocation of other arbitration administrative or arbitrator fees will be determined in accordance with the NAM Rules with the following exception: Peloton will pay NAM administrative or arbitrator fees and expenses after the initial administrative fee to the extent (1) they exceed what Customer would be required to pay in court filing fees and costs if the matter had proceeded in court, (2) Customer complied with all pre-arbitration requirements in this Section 19, including the provisions of Section 19.C, 19.E (if applicable), and 19.G, and (3) the Demand is not frivolous or made for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). The NAM Rules are available at www.NAMADR.org. In any instance where the applicable NAM Rules and this Agreement are inconsistent, this Agreement shall control.

An arbitration Demand filed with NAM must include a certification signed by the filing party verifying compliance with the Initial Dispute Resolution and Notification requirements and other requirements set out in this Section 19.

If NAM fails or declines to conduct the arbitration for any reason, Customer and Peloton will mutually select a different arbitration administrator. If the parties cannot agree, a court will appoint the arbitration administrator.

2. Disputes Involving More Than \$75,000. For disputes involving more than \$75,000, exclusive of fees and costs, any arbitration must be initiated with and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (for Disputes involving between \$75,000 and \$250,000) or its Comprehensive Arbitration Rules and Procedures (for Disputes involving more than \$250,000) in effect at the time the Demand is made ("JAMS Rules"), except as modified by this Agreement or otherwise agreed to by the parties in writing. Payment of arbitration fees and costs shall comply with the JAMS Rules. The JAMS Rules are available at www.jamsadr.com. In any instance where the applicable JAMS Rules and this Agreement are inconsistent, this Agreement shall control.

An arbitration Demand filed with JAMS must include a certification signed by the filing party verifying compliance with

the Initial Dispute Resolution and Notification requirements and other requirements set out in this Section 19.

E. Mass Filing Procedures. CUSTOMER AND PELOTON AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US IS WAIVING THE RIGHT TO BRING OR PARTICIPATE IN A MASS ARBITRATION. Peloton's receipt of one or more Notice(s) of substantially similar claims brought by or on behalf of 25 or more claimants (including Customer) within a 60-day period ("Mass Filing") shall be subject to the additional procedures set forth below. Claims included in a Mass Filing, if not resolved during the Informal Dispute Resolution Period, may proceed only in accordance with the procedures set out below, and subject to the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>) to the extent not contrary to this Agreement, regardless of whether the Mass Filing is pending before NAM or JAMS. If a court determines that this Section 19.E is not enforceable as to Customer's claim, then Customer's claim may only proceed individually in court consistent with this Agreement.

1. Batching: Customer's and other claims deemed by Peloton a Mass Filing may be filed with the applicable arbitrator in batches of no greater than 50 claims at one time, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for Customer and other claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Peloton. After the claim is batched and permitted to be filed as a Demand, the selection and appointment of an arbitrator for the Demand shall be governed by the NAM Mass Filing Rules.

2. First (Bellwether) Batch: The first batch of up to 50 Demands are the Bellwether Arbitrations. If Customer's claim is included in the Bellwether Arbitrations, Customer and Peloton shall cooperate with the arbitrator assigned to Customer's arbitration to resolve the claim within 120 days of the initial pre-hearing conference.

3. Stay of Filing of Other Claims: If Customer's claim is not among those selected for the Bellwether Arbitrations, Customer's claim cannot be filed until it is assigned to a batch and authorized to be filed in a later stage of this process. No arbitration fees will be assessed in connection with Customer's claim unless and until it is assigned to a batch and authorized to be filed with the applicable arbitrator.

4. Mediation: After the Bellwether Arbitrations are completed, if Customer's claim remains unresolved, Customer and Peloton agree to mediate the claim along with any other unresolved claims included in the Mass Filing ("Global Mediation"). The mediator will be selected according to the procedure set forth in the NAM Rules. The Global Mediation shall be completed within 120 days of the selection of a mediator,

unless extended by written agreement between Customer and Peloton.

5. **Election To Proceed in Court:** If Global Mediation is not successful in resolving the claim, and 100 or more claims included in the Mass Filing remain unresolved, Customer or Peloton may opt out of arbitration and elect to have their claim resolved individually in court consistent with Section 20 of this Agreement. Customer or Peloton must exercise this election within 45 days of the completion of Global Mediation.

6. **Sequential Arbitration of Remaining Batches:** If neither Customer nor Peloton opt out of arbitration, another batch of no greater than 50 claims will be selected from the Mass Filing, with 25 claims (or half of the total number of claims in a batch, if less than 50) selected by counsel for claimants and 25 claims (or half of the total number of claims in a batch, if less than 50) selected by Peloton. If Customer's claim is included in this next batch of 50 claims, Customer's claim will be filed with the arbitrator, and Customer and Peloton shall cooperate with the assigned arbitrator to resolve the claim within 120 days of the initial pre-hearing conference. The process of batching up to 50 individual claims at a time will continue until the parties resolve all claims included in the Mass Filing. No unbatched claim can proceed to be filed as a Demand until the previous batch has been resolved.

7. **Tolling.** For any claim subject to these Mass Filing procedures, any statute of limitations applicable to the claim shall be tolled from the date the Informal Dispute Resolution Period begins until the date the arbitration Demand is filed.

F. **Offer of Settlement.** Peloton may, but is not obligated to, make a written offer to settle Customer's claim at least 14 days before the arbitration hearing date. The amount or terms of any settlement offer may not be disclosed to the arbitrator until after the arbitrator issues an award on the claim. If an award is issued in Customer's favor but is less than Peloton's settlement offer, the arbitrator may order Customer to pay the arbitration costs incurred by Peloton after its offer was made, unless otherwise prohibited by the underlying law governing the claim.

G. **Class Action Waiver.** CUSTOMER AND PELOTON AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF US MAY BRING CLAIMS (WHETHER IN COURT OR IN ARBITRATION) AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLAIMANT, OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, COORDINATED, PRIVATE ATTORNEY GENERAL, REQUEST FOR PUBLIC INJUNCTIVE RELIEF, OR REPRESENTATIVE PROCEEDING. Customer may only act on its own behalf and may not act on behalf of any corporate parents, affiliates, subsidiaries, franchisees, or franchisors. Customer and Peloton may not participate in any class, collective, consolidated, coordinated, private attorney general, request for public injunctive relief, or representative proceeding brought by any third party. Notwithstanding this provision or any other language in this Agreement, either party may participate in a class-

wide settlement. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AND PELOTON WAIVE ANY RIGHT TO A JURY TRIAL.

H. **Effect of Changes on Arbitration.** Notwithstanding the provisions of Sections 1 and 20, if Peloton changes any terms of this Section 19 after the date Customer first accepted this Agreement or any subsequent changes to this Agreement, Customer may reject the new changes to Section 19 by sending Peloton written notice by certified mail to the attention of Peloton's Legal Department at the Peloton address set out in Section 21 of this Agreement within 30 days of the date such change became effective, as indicated by the later of (1) the "Last Updated" date of the Agreement Customer seeks to reject or (2) the date of Peloton's email to Customer notifying Customer of such change. Even if Customer rejects a change, Customer will remain subject to Section 19, or its equivalent, of the last version of the Agreement you did not reject.

I. **Severability.** If any portion of this Section 19 is found to be void, invalid, or otherwise unenforceable, then that portion shall be deemed to be severable and, if possible, superseded by a valid, enforceable provision, or portion thereof, that matches the intent of the original provision, or portion thereof, as closely as possible. The remainder of Section 19 and all other terms shall continue to be enforceable and valid.

20. **General.** Communications under this Agreement will be in English, via email or in writing, and deemed to have been duly given upon receipt if sent to the email or address set forth on the Order or such other address as a party may specify. If any provision of this Agreement is determined to be invalid, unenforceable or void for any reason, such provision will be limited or modified to the limited extent necessary to most closely reflect the parties' intent and render the remainder of this Agreement in full force and effect and enforceable. The waiver of any breach will not be construed as a waiver of any succeeding breach of the same or any other provision, nor will any delay or omission to exercise any right or remedy, operate as a waiver. Subject to the agreements in Section 19 above, this Agreement and the transactions contemplated hereby will be governed by and construed in accordance with the laws of the State of New York without regard to its principles on conflicts of law. Exclusive jurisdiction and venue for any litigation arising under this Agreement that is not required to be arbitrated is in the federal and state courts located in New York, New York, and both parties hereby consent to such jurisdiction and venue for this purpose. Nothing contained in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose. In no event will Peloton have any liability for any delayed performance or nonperformance by Peloton that results, in whole or in part, directly or indirectly, from any cause beyond Peloton's reasonable control, including (but not limited to) acts of God, wars, riots, civil disturbances,

labor disputes, fires, storms, floods, earthquakes, natural disasters, inability to obtain or use raw or component materials or parts, labor, equipment, utilities, facilities, or transportation, and acts of any government or agency thereof. Customer's order will be deemed suspended for so long as any such cause prevents or delays Peloton's performance. In the event of any such suspension, Peloton will have the option, upon notice to Customer, to (a) terminate its obligation to sell any or all of the Products and Services, or (b) resume performance as soon as practicable after the suspension, and reschedule delivery of the Products and Services ordered hereunder to one or more deferred dates agreed upon by Customer and Peloton. This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior written or oral understandings and agreements as to such subject matter; (ii) may be amended or modified only by a writing executed by an authorized officer of the party against whom enforcement is sought, except that Peloton may update Section 19 at any time, in its sole discretion, subject to Customer's opt-out right as described in Section 19.H; (iii) may not be assigned by

Customer without the written consent of Peloton; and (iv) will be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.

21. **Notices.** All notices to Peloton required under this Agreement shall be in writing and delivered to the persons specified in this Paragraph via: (1) email; and (ii) overnight mail. Such notices shall be deemed effective upon receipt by Peloton at the following:

Peloton Interactive, Inc.
Attn: Legal Department
441 Ninth Avenue, Sixth Floor
New York, NY 10001
USA
Email: notices@onepeloton.com

All notices to Customer required under this Agreement shall be deemed effective upon delivery to the primary contact designated in the Order or the Customer's physical or email address for billing in the Order.