



MINDSTAND TERMS AND CONDITIONS

Welcome to MindStand

This Terms of Service (the “**Agreement**”) is a legal agreement between you and MindStand Technologies Inc. — (“**MindStand**”, “**MindStand AI**”, “**us**,” “**we**,” or “**our**”) that governs your access and use of this website, including all pages with a main page located at mindstandtech.com and mindstand.com. You acknowledge and agree that, by accessing or in any way using MindStand’s website, you are indicating that you have read, understand, and agree to be bound by these Website Terms of Service. If you do not agree to this Agreement, then you may not access or use our Website.

This ‘Software as a Service’ Terms and Conditions (“**SaaS Terms**”) apply to and are incorporated by reference into the ordering document (the “**Quote**”) made by and between the Service Provider (as identified on the Quote) and the Customer (as identified on the Quote) and set forth the terms and conditions under which Service Provider will provide the Customer with access to certain applications as set forth on the Quote (“**Application(s)**”) and user documentation that Service Provider makes generally available in hard copy or electronic form to its general customer base in conjunction with the licensing of such Applications (“**Documentation**”). The Applications and the Documentation will hereinafter collectively be referred to as the “**Software**.”

Service Provider and Customer hereby agree as follows:

1. **Definitions.**

1.1 “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means either: (a) ownership or control of more than 50% of the voting interests of the subject entity; or (b) the power to direct or cause the direction of the management and policies of an entity, whether through ownership, by contract, or otherwise.

1.2 “**Customer Data**” means information submitted by an End User through the Service, including all associated messages, attachments, files, tasks, and other similar content.

1.3 “**Documentation**” means MindStand’s then-current online user guides, as updated from time to time, and made accessible upon request.

1.4 “**End User**” means an individual who is authorized by Customer to use the Service under Customer’s account. End Users may include, without limitation, Customer’s or its Affiliates’ employees, consultants, contractors and agents.

1.5 “**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

1.6 “**Improvements**” means new features, functionality, enhancements, upgrades, error corrections, and bug fixes to the Service made generally available by MindStand at no additional charge.

1.7 “**Order Form**” means an ordering document or an online order entered into between Customer and MindStand (or Affiliates of either party) specifying the Service or Professional Services (if any) to be provided under this Agreement.

1.8 “**Professional Services**” means the services to be provided by MindStand pursuant to a statement of work entered into in accordance with the terms set forth herein.



1.9 “**Service**” means MindStand’s internet-accessible service that provides use of MindStand’s online harassment, hate speech, and other troubling behaviors detection and reporting software that is hosted and managed by MindStand and made available to Customer over a network on a term-use basis.

1.10 “**Subscription**” means the access to the Service purchased by Customer on a contracted or tiered basis.

1.11 “**Subscription Term**” means the period identified in the Order Form during which Customer is permitted to use or access the Service pursuant to the terms set forth in this Agreement.

2. The Service.

2.1 Provision of the Service and Availability. MindStand shall make the Service purchased under an Order Form available to Customer pursuant to this Agreement during the applicable Subscription Term and in accordance with the performance standards set forth in the Service Level Addendum attached as Exhibit A (“Availability and Support”) to this Agreement. The Service includes the features and functionality applicable to the version of the Service ordered by Customer. MindStand may update the content, functionality, and user interface of the Service from time to time in its sole discretion.

2.2 Access Rights. Customer has a non-exclusive, non-sublicenseable, non-transferable, non-assignable right to access and use the Service pursuant to this Agreement during the applicable Subscription Term, solely for Customer’s internal business purposes.

2.3 Usage Restrictions. Customer shall not (a) make the Service available to, or use any Service for the benefit of, anyone other than Customer and its Affiliates; (b) rent, sublicense, re-sell, assign, distribute, time share or similarly exploit the Service; (c) reverse engineer, copy, modify, adapt, hack the Service, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks; (d) access the Service, the Documentation, or MindStand’s Confidential Information to build a competitive product or service; (e) alter or remove, or permit any third party to alter or remove, any proprietary trademark or copyright markings incorporated in, marked on, or affixed to the Service; or (f) access or use the Service: (i) to send or store infringing, obscene, threatening, or otherwise unlawful material, including material violative of third-party privacy rights; (ii) in violation of applicable laws; (iii) to send or store material knowingly or intentionally containing software viruses, worms, Trojan horses, or other harmful computer code, files, or scripts; or (iv) in a manner that interferes with or disrupts the integrity or performance of the Service (or the data contained therein).

2.4 Protection of Customer Data. MindStand shall implement and maintain reasonable administrative, organizational, and technical safeguards designed for the protection, confidentiality, and integrity of Customer Data at least as rigorous as the measures described in Exhibit B (“Data Security”) to this Agreement. If MindStand detects or becomes aware of a breach of its obligations under this Section 2.4 resulting in unauthorized access to Customer Data, MindStand shall promptly report such breach to Customer and perform a root cause assessment and remedy such breach in a timely manner.

2.5 Administration of Customer’s Account. Customer may specify one or more End Users as administrators (each an “Administrator”) to manage its account, and MindStand is entitled to rely on communications from such Administrators when servicing Customer’s account. Customer is responsible for maintaining the security of End User accounts and passwords.

2.6 Compliance. Customer is responsible for use of the Service by its End Users and for their compliance with this Agreement. Customer is solely responsible for the accuracy, quality, legality, reliability, and appropriateness of all Customer Data. Customer shall ensure that it is entitled to transfer the relevant Customer Data to MindStand so that MindStand and its service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement on Customer’s behalf. Customer shall promptly notify MindStand if it becomes aware of any unauthorized use or access to Customer’s account or the Service.



2.7 Suspension. MindStand may request that Customer suspend or terminate the account of any End User who: (a) violates this Agreement; or (b) is using the Service in a manner that MindStand reasonably believes may cause a security risk, a disruption to others' use of the Service, or liability for MindStand. If Customer fails to promptly suspend or terminate such End User's account, MindStand reserves the right to do so.

3. Representations and Warranties.

3.1 Mutual Warranties. Each party represents and warrants that: (a) this Agreement is legally binding upon it and enforceable in accordance with its terms; (b) it shall comply with all laws, rules and regulations applicable to the exercise of its rights and performance of its obligations under this Agreement; and (c) it shall provide notice to End Users of all policies and practices that are relevant to their use of the Service and any settings that may impact the processing of their personal data.

3.2 By MindStand.

3.2.1 Service Warranties. MindStand warrants during the applicable Subscription Term that: (a) the Service shall perform materially in accordance with the applicable Documentation; and (b) MindStand shall not materially decrease the functionality of the Service. For any breach of the foregoing warranties, as MindStand's sole liability and Customer's exclusive remedy, MindStand shall correct any material reproducible impairments to the features and functionality of the Service so that it materially conforms to the applicable warranty, and if MindStand is unable to provide the Service as warranted within a commercially reasonable time following receipt of written notice of breach, Customer shall be entitled to terminate the applicable Order Form and receive a prorated refund of any prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination.

3.2.2 Professional Services Warranty. MindStand warrants that the Professional Services shall be performed in a professional and workmanlike manner using resources with the requisite skills, experience, and knowledge. For any breach of the foregoing warranty, as MindStand's sole liability and Customer's exclusive remedy, MindStand shall re-perform the applicable Professional Services that fail to meet this warranty, or, at its option, refund to Customer the fees paid for the non-conforming Professional Services.

3.2.3 Malicious Code. MindStand warrants that, to the best of its knowledge, the Service is free from, and MindStand shall not knowingly or intentionally introduce, software viruses, worms, Trojan horses or other code, files, or scripts intended to do harm ("Malicious Code").

3.3 By Customer. Customer represents and warrants that it: (a) has obtained all legally required consents and permissions from End Users for the submission and processing of personal data through the Service; and (b) shall ensure that the transfer and processing of Customer Data under the Agreement is lawful.

3.4 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION, TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROFESSIONAL SERVICES, SERVICE, AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND MINDSTAND AND ITS AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT MINDSTAND DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. MINDSTAND IS NOT RESPONSIBLE FOR AND DISCLAIMS ALL LIABILITY RELATED TO DELAYS, DELIVERY FAILURES, INTERCEPTION, ALTERATION, OR OTHER DAMAGE RESULTING FROM MATTERS OUTSIDE OF ITS CONTROL, INCLUDING PROBLEMS INHERENT IN THE USE OF THE INTERNET, MOBILE AND PERSONAL COMPUTING DEVICES, TRANSMISSION OF



ELECTRONIC COMMUNICATIONS OVER THE INTERNET OR OTHER NETWORKS, AND THIRD PARTY HOSTING SERVICE PROVIDERS.

4. Fees and Payment.

4.1 Payment of Fees. Customer's Subscription fees are set forth in the applicable Order Form and are payable annually in advance within thirty (30) days of the invoice date. Customer is responsible for providing complete and accurate billing information to MindStand. Customer shall pay all undisputed fees when due and, if such fees are being paid via credit card or other electronic means, Customer authorizes MindStand to charge such fees using Customer's selected payment method. If Customer disputes any part of an invoice in good faith, Customer shall provide MindStand with notice and detail of the dispute prior to the invoice due date, and pay the undisputed portion by the invoice due date. Except as otherwise specified in an Order Form: (a) fees are quoted and payable in United States dollars; and (b) payment obligations are non-cancelable and fees paid are non-refundable unless otherwise provided herein. Where Customer designates use of a third-party payment processor network (such as a payment agent, for example), Customer shall be responsible for payment of all fees and charges associated with use of such network.

4.2 Subscriptions. Unless otherwise specified in an Order Form, Subscription fees are based on annual periods (or pro rata portions thereof, calculated on a daily basis) that begin on the Subscription start date and each annual anniversary thereof.

4.3 Taxes. Any fees charged to Customer are exclusive of taxes. Except for those taxes based on MindStand's net income, Customer shall be responsible for all applicable taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for the Service be subject to withholding tax by any government, Customer shall reimburse MindStand for such withholding tax. Customer shall be responsible for any taxes, penalties, or interest that might apply based on MindStand's failure to charge appropriate tax due to incomplete or incorrect information provided by Customer. If Customer is exempt from certain taxes, Customer shall provide proof of such exemption to MindStand without undue delay upon execution of the applicable Order Form.

4.4 Suspension for Failure to Pay. MindStand reserves the right to suspend Customer's account, in addition to all of its other available rights and remedies, in the event that Customer's account becomes overdue and is not brought current within ten (10) business days following written notice (email acceptable) from MindStand that such account is past due. Unpaid amounts may be subject to interest at the lesser of one and one-half percent (1.5%) per month or the maximum permitted by law plus collection costs. Suspension shall not relieve Customer's obligation to pay amounts due.

4.5 Future Features and Functionality. Customer agrees that any purchases under this Agreement are not contingent on the delivery of any future feature or functionality or dependent on any oral or written public or private comments made by MindStand regarding future features or functionality. MindStand may release Improvements and other features and functionality in its discretion. Some features and functionality may be available only with certain versions of the Service.

5. Term and Termination.

5.1 Term. This Agreement commences on the Effective Date and shall remain in effect until the expiration of the Subscription Term.

5.2 Termination for Cause. Either party may terminate this Agreement and any Order Form under this Agreement if the other party: (a) is in material breach of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice from the non-breaching party, except that termination will take effect on



notice in the event of a breach of Section 2.3 (“Usage Restrictions”); or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within sixty (60) days.

5.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, all Subscriptions and any other rights granted to Customer under this Agreement shall immediately terminate, and Customer shall immediately cease all use of the Service. Upon any termination by Customer pursuant to Section 5.2, MindStand shall refund to Customer a prorated amount of prepaid, unused fees applicable to the remaining portion of the Subscription Term measured from the effective date of termination. Upon any termination by MindStand pursuant to Section 5.2, Customer shall pay any unpaid fees covering the remainder of the Subscription Term. In no event will any termination relieve Customer of the obligation to pay any fees accrued or payable to MindStand for the Service or Professional Services in the period prior to the effective date of termination. The following sections shall survive expiration or termination of this Agreement: Sections 1 (“Definitions”), 2.3 (“Usage Restrictions”), 3 (“Representations and Warranties”), 4.1 (“Payment of Fees”), 4.3 (“Taxes”), 5.3 (“Effect of Termination”), 5.4 (“Treatment of Customer Data Following Expiration or Termination”), 6 (“Confidentiality”), 7 (“Intellectual Property Rights”), 8 (“Indemnification”), 9 (“Liability”), 10 (“Export Compliance”), and 11 (“Miscellaneous”).

5.4 Treatment of Customer Data Following Expiration or Termination. Customer agrees that following expiration or termination of this Agreement, MindStand may immediately deactivate Customer’s account(s) associated with the Agreement. MindStand shall have no obligation to maintain or provide any Customer Data and shall following expiration or termination of this Agreement, unless legally prohibited, be entitled to delete all Customer Data in its systems or otherwise in its possession or under its control. Upon Customer’s written request, MindStand shall, within one-hundred and eighty (180) days of receipt of such request, securely destroy all Customer Data from its systems; provided that all back-ups shall be deleted within thirty (30) days after such one-hundred and eighty (180) day period.

6. Confidentiality.

6.1 Definition of Confidential Information. During the course of performance under this Agreement, each party may make available to the other party information that is not generally known to the public and at the time of disclosure is either identified as, or should reasonably be understood by the receiving party to be, proprietary or confidential (the “**Confidential Information**”). Confidential Information specifically includes this Agreement, the Service, Order Form(s), Customer Data, Results (as defined below), business plans, product plans and roadmaps, strategies, forecasts, projects and analyses, financial information and fee structures, business processes, methods and models, and technical documentation. Confidential Information does not include information that: (a) is or becomes publicly available without breach of this Agreement by the receiving party; (b) was known to the receiving party prior to its disclosure by the disclosing party; (c) is or was independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is or was lawfully received by the receiving party from a third party under no obligation of confidentiality.

6.2 Protection of Confidential Information. Except as otherwise expressly permitted under this Agreement, with the express prior written consent of the disclosing party, or as required by law, the receiving party will not disclose, transmit, or otherwise disseminate to a third party any Confidential Information of the disclosing party. The receiving party will use the same care and discretion with respect to the Confidential Information received from the disclosing party as it uses with its own similar information, but in no event less than a reasonable degree of care. The receiving party may disclose the disclosing party’s Confidential Information to its employees, Affiliates, consultants, subcontractors, agents, or advisors (“Representatives”) who have a strict need to know such Confidential Information for the purpose of performing under this Agreement and only to those who are obligated to maintain the confidentiality of such Confidential Information upon terms at least as protective as those contained in this Agreement. Either party may disclose the terms of this Agreement to potential parties to a bona fide fundraising, acquisition or similar transaction solely for purposes of the proposed transaction, provided that any such potential party is subject to written non-disclosure obligations and limitations on use no less protective than those set forth herein.



6.3 Equitable Relief. The receiving party acknowledges that the remedy at law for breach of this Section 6 may be inadequate and that, in addition to any other remedy the disclosing party may have, it shall be entitled to seek equitable relief, including, without limitation, an injunction or injunctions (without the requirement of posting a bond, other security or any similar requirement or proving any actual damages), to prevent breaches or threatened breaches of this Section 6 by the receiving party or any of its Representatives and to enforce the terms and provisions of this Section 6 in addition to any other remedy to which the disclosing party is entitled at law or in equity.

6.4 Compelled Disclosure. The receiving party may access and disclose Confidential Information of the disclosing party if legally required to do so in connection with any legal or regulatory proceeding; provided, however, that in such event the receiving party will, if lawfully permitted to do so, notify the disclosing party within a reasonable time prior to such access or disclosure so as to allow the disclosing party an opportunity to seek appropriate protective measures. If the receiving party is compelled by law to access or disclose the disclosing party's Confidential Information as part of a civil proceeding to which the disclosing party is a party, the disclosing party will reimburse the receiving party for its reasonable cost of compiling and providing secure access to such Confidential Information. Receiving party will furnish only that portion of the Confidential Information that is legally required to be disclosed, and any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

7. Intellectual Property Rights.

7.1 By Customer. Customer owns all right, title, and interest in and to Customer Confidential Information and Customer Data, including all related Intellectual Property Rights. Customer grants MindStand and its authorized third party service providers a worldwide, non-exclusive license to host, copy, access, process, transmit, and display Customer Data: (a) to maintain, provide, and improve the Service and perform under this Agreement; (b) to prevent or address technical or security issues and resolve support requests; (c) to investigate in good faith an allegation that an End User is in violation of this Agreement; or (d) at Customer's direction or request or as permitted in writing by Customer.

7.2 By MindStand. MindStand owns and will continue to own all right, title, and interest, including all related Intellectual Property Rights, in and to its Confidential Information, Results, and the Service, including any enhancements, customizations, or modifications thereto. Where Customer purchases Professional Services hereunder, MindStand grants to Customer a non-sublicensable, non-exclusive license to use any reports and other materials developed by MindStand as a result of the Professional Services ("Results") solely in conjunction with Customer's authorized use of the Service and in accordance with this Agreement.

7.3 Suggestions. MindStand welcomes feedback from its customers about the Service and Professional Services. If Customer provides MindStand with any feedback or suggestions regarding the Service or Professional Services ("Feedback"), MindStand may use, disclose, reproduce, sublicense, or otherwise distribute and exploit the Feedback without restriction or any obligation to Customer or any End User provided that MindStand shall not identify Customer or any End User as the source of such Feedback.

8. Indemnification.

8.1 By Customer. Customer shall defend MindStand, its Affiliates, and their employees, officers, and directors (together, the "**MindStand Indemnified Parties**") from and against third party claims, actions, and demands arising from allegations that Customer Data, unauthorized use of the Service by Customer or its End Users, or MindStand's processing of data pursuant to Customer's instructions infringes a third party Intellectual Property Right or privacy right (each, a "**Claim Against MindStand**"), and Customer shall indemnify and hold the MindStand Indemnified Parties harmless against any damages, reasonable attorneys' fees, and costs finally awarded against



MindStand Indemnified Parties as a result of, or for any amounts paid by the MindStand Indemnified Parties under a Customer-approved settlement of, a Claim Against MindStand.

8.2 By MindStand. MindStand shall defend Customer and its employees, officers, and directors (together the “**Customer Indemnified Parties**”) from and against third party claims, actions, and demands alleging that Customer’s authorized use of the Service infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of that third party (each, a “**Claim Against Customer**”), and MindStand shall indemnify and hold the Customer Indemnified Parties harmless against any damages, reasonable attorneys’ fees, and costs finally awarded against Customer Indemnified Parties as a result of, or for any amounts paid by the Customer Indemnified Parties under an MindStand-approved settlement of, a Claim Against Customer; provided, however, in no event will MindStand have any obligations or liability under this Section 8.2 to the extent a Claim Against Customer arises from: (a) Customer or any End User’s use of the Service other than as permitted under this Agreement; or (b) use of the Service in a modified form or in combination with products, services, content, or data not furnished to Customer by MindStand.

8.3 Potential Infringement. If the Service becomes, or in MindStand’s reasonable judgment is likely to become, the subject of a claim of infringement, then MindStand may in its sole discretion: (a) obtain the right, at MindStand’s expense, for Customer to continue using the Service; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Service so that it is no longer infringing. If MindStand, in its sole and reasonable judgment, determines that none of the above options are commercially reasonable, then MindStand may suspend or terminate Customer’s use of the Service, in which case MindStand’s sole liability (in addition to its obligations under Section 8.2) shall be to provide Customer with a prorated refund of any prepaid, unused fees applicable to the remaining portion of the Subscription Term. Sections 8.2 and 8.3 state MindStand’s sole liability and the Customer Indemnified Parties’ exclusive remedy for infringement claims.

8.4 Indemnification Process. The party seeking indemnification shall provide prompt notice to the indemnifying party concerning the existence of an indemnifiable claim and shall promptly provide the indemnifying party with all information and assistance reasonably requested and otherwise cooperate fully with the indemnifying party in defending the claim. Failure to give prompt notice shall not constitute a waiver of a party’s right to indemnification and shall affect the indemnifying party’s obligations under this Agreement only to the extent that the indemnifying party’s rights are materially prejudiced by such failure or delay. The indemnifying party shall have full control and authority over the defense of any claim; provided, however, that any settlement requiring the party seeking indemnification to admit liability or make any financial payment shall require such party’s prior written consent, not to be unreasonably withheld or delayed.

9. Liability.

9.1 Limitation of Liability. EXCEPT FOR A PARTY’S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY’S OR ITS AFFILIATES’ AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER FORM UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY.

9.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES, OR LOSS OF USE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.



9.3 The provisions of this Section 9 allocate the risks under this Agreement between the parties, and the parties have relied on these limitations in determining whether to enter into this Agreement.

10. Export Compliance. The Service may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that neither it nor any of its End Users are named on any U.S. government denied-party list. Customer shall not permit any End User to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation. Customer and its End Users shall not use the Service to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this Agreement without first complying with all export control laws and regulations that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

11. Miscellaneous.

11.1 Governing Law; Venue. This Agreement and any disputes arising under it will be governed by the laws of the State of Maryland without regard to its conflict of laws, provisions, and each party consents to the personal jurisdiction and venue of the state or federal courts located in the State of Maryland. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11.2 Intentionally Omitted.

11.3 Notices. MindStand may give general notices related to the Service that are applicable to all customers by email, text, in-app notifications, or by posting them on the MindStand website or through the Service and such electronic notices shall be deemed to satisfy any legal requirement that such notices be made in writing. Other notices must be sent via email, first class, airmail, or overnight courier to the addresses of the parties provided herein and are deemed given when received. Notices to MindStand must be sent to MindStand Management at info@mindstand.com with a copy to MindStand Technologies: 5520 Research Park Dr. Suite 100, Catonsville, MD 21228.

11.4 Publicity. MindStand may include Customer's name and logo in MindStand's online customer list and in print and electronic marketing materials.

11.5 Beta Access. Customer may be invited to participate in review and testing of pre-release versions of new and beneficial tools and Service enhancements which may be identified to Customer as "alpha," "beta," "preview," "pre-release," "early access," or "evaluation" product or services (collectively, the "**Beta Tests**" and such pre-release functionality, the "**Beta Product**"). Customer acknowledges and understands that its participation in Beta Tests is not required and is at Customer's own risk, and that Beta Products are made available on an "as is" basis without warranties (express or implied) of any kind, and may be discontinued or modified at any time. Beta Products are for evaluation and testing purposes, not for production use, not supported, not subject to availability or security obligations, and may be subject to additional terms. MindStand shall have no liability for any harm or damage arising out of or in connection with Beta Products. The Beta Products, including without limitation its assessment of any Beta Product, are Confidential Information of MindStand.

11.6 Relationship of the Parties. The parties are and shall be independent contractors with respect to all services provided under this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Without limiting this Section, a Customer's End Users are not third-party beneficiaries to Customer's rights under this Agreement.

11.7 Force Majeure. Except for payment obligations, neither MindStand nor Customer shall be liable for delayed or inadequate performance of its obligations under this Agreement to the extent caused by a condition that is beyond a party's reasonable control, including but not limited to natural disaster, civil disturbance, acts of terrorism or war, labor conditions, governmental actions, interruption or failure of the Internet or any utility service, or denial of service attacks (each a "**Force Majeure Event**"). The party affected shall be relieved from its obligations (or part



thereof) as long as the Force Majeure Event lasts and hinders the performance of said obligations (or part thereof). The party affected shall promptly notify the other party and make reasonable efforts to mitigate the effects of the Force Majeure Event.

11.8 Severability; No Waiver. In the event that any provision of this Agreement is found to be invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and remain enforceable between the parties. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

11.9 Assignment. Neither this Agreement nor any of the rights and licenses granted under this Agreement may be transferred or assigned by either party without the other party's express written consent (not to be unreasonably withheld or delayed); provided, however, that either party may assign this Agreement and all Order Forms under this Agreement upon written notice without the other party's consent to an Affiliate or to its successor in interest in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the non-assigning party. Any other attempt to transfer or assign this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

11.10 Entire Agreement. This Agreement, including all attachments, exhibits, addendums, and any Order Form(s) hereunder, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes and replaces any prior or contemporaneous representations, understandings and agreements, whether written or oral, with respect to its subject matter. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the representations and warranties set forth in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any attachment, exhibit, addendum, or Order Form, the terms of such attachment, exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order, vendor onboarding process, web portal, or any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.11 Counterparts. This Agreement may be executed and delivered by PDF, counterparts, and/or electronic signatures, and such execution and delivery will have the same force and effect of an original document with original signature.

