

KARTA SAAS TERMS OF SERVICE

These Software as a Service ("SaaS") Terms apply to SaaS Services described in an Order Form (the "Services") for use of Karta provided by Judson Project (the "Terms"). By accessing the Services, you (the "Customer" or "You") agree to the Terms below. These Terms may be modified by Judson Project at any time, without notice. In the event of any conflict between these terms and any purchase order or other terms put forth by Customer, these Terms shall control.

1. **DEFINITIONS.** The following terms are defined as follows and may not be applicable, depending on Your subscription.
 - a. "Administrator" means a specially appointed employee of Customer with the ability to make service requests plus rights to reset an administrative password with respect to the Services. Customer will have one Administrator.
 - b. "Affiliate" means any entity that is controlled by Customer or is under common control with Customer through at least a 51% ownership (or through board or directors' control if a not-for-profit entity).
 - c. "Authorized User" means an individual who is authorized in accordance with this Agreement by Customer to access and use the Services.
 - d. "Correction" means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes made available by Judson Project.
 - e. "Customer Data" means all electronic data or information that Customer or any Authorized User loads or enters into the Services and all results from processing such data, including compilations and derivative works of such data or information.
 - f. "Documentation" means the technical documentation applicable to the Services, including manuals, user guides and education materials on any medium.
 - g. "Effective Date" means the date upon which this Agreement or an Order Form, as applicable, becomes effective.
 - h. "Employee" means: any active full-time, part-time or temporary/seasonal employee required by Customer to record time in the Services, including independent contractors, subcontractors, and inactive or terminated employees.
 - i. "Evaluation Services" means the Services as made available to Customer on a trial basis for a period of time.
 - j. "Intellectual Property Rights" means all copyrights, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, derivative works, know-how, Marks, all rights in the nature of unfair competition rights, and rights to sue in passing off, goodwill, confidentiality or any other similar proprietary right arising or enforceable under applicable law.
 - k. "Interface" means any standard functionality for providing input and output to and from outside applications.
 - l. "Integration" means the translation of data from the format of one application directly into the format of another; a data and command conversion on an ongoing basis between two or more systems.
 - m. "ISV Supported Services" means Third Party Services which an independent software vendor partner ("ISV Partner") supplies that may integrate with the Judson Project Services, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Services to the Customer or subscriber.
 - n. "Marks" means registered or unregistered trademarks, service marks, trade names, logos, service names, or other proprietary markings.
 - o. "Misuse" means any use of the Services in disregard of any known or reasonably anticipated adverse consequences, warning messages, or other written instructions.

- p. "Named User" means anyone Customer has authorized to use the Subscription by issuing an access code. A Named User is an Authorized User.
- q. "Partner" means an entity with which Judson Project has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership.
- r. "SaaS Services" or "Services" means the Judson Project application or applications provided as a service by Judson Project that are ordered and purchased by Customer identified in the Order Form, including associated offline components but excluding any third party technology or applications.
- s. "Subscription" means the right of a Customer and its Authorized Users to access the Services during the Subscription Period.
- t. "Subscription Period" means the period during which Customer may use the Services, as specified in the Order Form. Unless otherwise specified in the applicable Order Form, the Subscription Period begins on the Effective Date of the Order Form.
- u. "Support Contractor" means a third party with whom Customer has contracted to maintain or operate the Services for and on behalf of Customer subject to the terms and conditions of this Agreement. Customer must provide written notice to Judson Project identifying any Support Contractor that is given access to the Services.
- v. "Third Party Services" means any third party software made available as a service listed in an Order Form that is produced by a party other than Judson Project and is listed in an Order Form. Third Party Services are supported by Judson Project unless otherwise indicated on the Order Form.
- w. "Third Party Terms" means terms issued by a third party that govern Customer's use of the Services. Judson Project may notify Customer of Third Party Terms by referencing them in this Agreement or future Order Forms, or by providing other written notice from time to time. All Third Party Terms are incorporated into this Agreement by this reference.
- x. "Updates" means upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Services or Documentation that Judson Project makes available.
- y. "U.S. Government Customer" means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity.

2. USE OF SERVICES; AUTHORIZED USERS; RESTRICTIONS.

- a. **Services Rights.** Upon the Effective Date and subject to compliance with this Agreement and Customer's payment obligations, Judson Project grants to Customer and its Authorized Users a non-exclusive, non-transferable (except as provided in this Agreement), non-sublicenseable right to access and use the Services described in the Order Form for Customer's internal use (meaning for purposes which do not directly produce revenue for Customer) during the Subscription Period. Customer shall have no right to receive any object code or source code relating to the Services. Customer grants to Judson Project a non-exclusive, non-transferable right to access and use Customer Data as reasonably required to provide the Services and Support to Customer and its Authorized Users and to verify compliance with this Agreement. .
- b. **Acceptable Use Policy.** Customer is responsible for use of the Services by those to whom Customer provides access. Judson Project reserves the right, at any time, to deactivate or suspend Customer's or any Authorized User's access if use of the Services is found or reasonably suspected, in Judson Project's judgment, to violate the use restrictions set forth below. Customer also agrees to comply with the Amazon Web Services™ Acceptable Use Policy available at <http://aws.amazon.com/aup>.
- c. **Monitoring.** Judson Project may monitor the external interfaces (e.g., ports) of Customer Data to verify Customer's compliance with the terms of this Agreement and Customer shall not block or interfere with such monitoring. Customer will reasonably cooperate with Judson Project to identify the source of any problem with the Services that Judson Project reasonably believes may be attributable to Customer Data or excessive use of the Services.

- d. **Authorized Users.** Each Authorized User is issued a user ID and password which may not be shared or used by more than one person. However, a user ID and password may be reassigned from time to time to a new Authorized User replacing a former Authorized User. Customer will notify Judson Project when Customer no longer employs an Authorized User or if an Authorized User should otherwise be denied access to the Services. Customer may not permit use of the Services by anyone other than Customer's Authorized Users who may be (i) employees of Customer, (ii) employees of an Affiliate, or (iii) Support Contractor personnel. Customer must provide written notice to Judson Project identifying any Support Contractor that is given access to the Services.
- e. **Third Party Terms.** Customer's use of the Services is subject to, and Customer agrees to comply with the various terms available at <http://aws.amazon.com/legal/> the terms of which are incorporated into this Agreement by reference. Third Party Terms may be updated at any time, and Customer's continued use of the Services after such updates constitutes acceptance of the updated Third Party Terms.
- f. **Use Restrictions.** Customer agrees not to
- i. use the Services to store, transmit, upload or download classified information or otherwise use the Services with classified information,
 - ii. copy or incorporate portions of the Documentation or "screen shots" of the Services except for Customer's internal use only
 - iii. sell, lease, sublicense, assign or otherwise transfer its rights to access and use the Services,
 - iv. copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, reverse engineer, decompile or otherwise attempt to extract the source code or source data from the Services except and only to the extent permitted or required by law,
 - v. disclose, display or grant access to any part of the Services to any person or entity who is not an Authorized User, including, without limitation, any consultant or customer of Customer,
 - vi. collect any information from the Services through the use of "web bots", "scraping", "crawling", "spidering", or any other method not explicitly approved in writing by Judson Project,
 - vii. use the Services if You are our direct competitor, or for any other competitive purpose and Judson Project reserves the right to discontinue the Services if you are a direct Competitor,
 - viii. provide, post, or transmit any data that infringes or violates any Intellectual Property Rights or publicity/privacy rights, or that contains any viruses or programming routines that may damage, interrupt or appropriate the Subscription or Services,
 - ix. use or make the Services available on a service bureau or time sharing basis,
 - x. use the Services or Documentation to create any service offering, computer software program, training materials or user documentation that is substantially similar to the Services or Documentation,
 - xi. use or facilitate use of the Services in any way that is harassing, harmful, obscene, threatening, libelous, or otherwise tortious, or for illegal, abusive or unethical activities (including violations of law or privacy, hacking or computer viruses),
 - xii. use the Services in any application or situation where failure of the Services could lead to death or serious bodily injury of any person, or to severe physical or environmental damage,
 - xiii. attempt to disable or circumvent any security mechanisms used by the Services or otherwise attempt to gain unauthorized access to any portion or feature of the Services,
 - xiv. use any device, software or routine to interrupt or interfere with, or attempt to interrupt or interfere with, the proper operation and working of the Services or any transaction being conducted on the Services,
 - xv. forge headers or otherwise manipulate identifiers in order to disguise Customer's or any Authorized User's identity, or the origin of any message or other communication that Customer or any Authorized User sends to Judson Project in connection with the Services,

- xvi. access or use the Services for purposes of monitoring the Services' availability, performance or functionality, or for any other benchmarking or competitive purposes,
- xvii. use the Services to process or store classified data. If Customer introduces classified data into the Services, Customer will be responsible for all sanitization costs incurred by Judson Project,
- xviii. permit any Authorized User or other third party to do any of the foregoing.

g. Use of Cookies. Judson Project uses cookies for usage tracking purposes and statistical analysis, which helps Judson Project to improve the Services by giving Judson Project some insight into how the Services are being used. Please email judsonprojectllc@gmail.com for any further information on Judson Project's use of cookies. Customer consents to such use of cookies, and represents and warrants that it has provided adequate notice to all Authorized Users of, and obtained their informed consent to, the use of cookies by the Services in accordance with applicable Data Protection Laws. Usage tracking can be enabled/disabled at any time from within the Services settings. Customer is responsible for providing appropriate information and obtaining any required consent from Authorized Users in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Services.

3. ACTIVE CONTRACTS; UPGRADES; CHANGES AND SUPPORT. Fees are set by the Subscription Period and number of active contracts ordered by the Customer on the Order Form or subsequently uploaded by the Customer.

- a. **Additional Active Contracts.** Customer may add active contracts during a Subscription Period. The Subscription Period for any additional active contracts shall end with the Customer's current Subscription Period for that Service and the Subscription fee shall be prorated accordingly. Customer agrees to notify Judson Project if the number of active contracts increases and to pay the additional Subscription fees as specified in the Order Form for those additional active contracts. Unless otherwise provided, the number of active contracts cannot be reduced during any Subscription Period.
- b. **Service Upgrades.** Judson Project regularly provides upgrades, modifications, improvements, enhancements, extensions, new releases, and other changes to the Services, including Updates, and therefore the Services are continually evolving. Some changes to the Services may occur automatically, while others may require Customer to schedule and implement the changes.
- c. **Changes to Services.** Judson Project reserves the right to change or discontinue the Services or features or functionality thereof from time to time and in its sole discretion. Judson Project will use reasonable efforts to notify Customer of material changes that occur during a Subscription Period.
- d. **Support.** Judson Project shall provide reasonable general technical support ("Support") as outlined in an Order Form to allow Customer to report problems and to seek assistance in the use of the Services during Judson Project's standard Support hours as established from time to time on Judson Project's software-specific websites.

4. TERM; TERMINATION; ADD-ONS AND EXPANSIONS.

- a. **Term of Agreement.** This Agreement is effective as of the Effective Date and will expire at the end of all Subscription Periods specified in an Order Form (monthly or annual) and will renew automatically, unless otherwise terminated or canceled as set forth below.
- b. **Renewal of Orders.** Unless either party has given the other party written notice of non-renewal of Services at least seven (7) days prior to the end of the applicable Subscription Period or renewal Subscription Period, each Subscription will renew for an additional Subscription Period at then-current Subscription fees. However, the parties may agree in writing to renew a Subscription for longer Subscription Periods.
- c. **Termination.** Either party may terminate this Agreement a) for convenience or b) as a result of a material breach by the other party, if (i) the non-breaching party provides written notice to the other party of the breach, and (ii) such breach is not cured within fifteen (15) days of receipt of notice. However, Judson Project may terminate this Agreement immediately upon written

notification to Customer in the case of breach of the Use of Services Section. Upon termination by Judson Project for material breach by Customer, all unpaid fees are immediately due and payable. No refunds will be given if Customer terminates for convenience. Upon termination by Customer for material breach by Judson Project, or termination by Judson Project for convenience, Customer shall be entitled to a refund of any prepaid, unused Subscription fees as of the date of termination.

- d. **Add-Ons and Expansions.** Using an Order Form, Customer may add new or expand existing Subscriptions, which will be made coterminous with the anniversary date of the then-current Subscription Period and the fees for such expansion will be prorated.

5. FEES AND PAYMENT.

- a. **Fees and Payments.** Customer shall pay all fees in US Dollars upon ordering Services, unless otherwise specified in an Order Form. Renewal fees will be at Judson Project's then-current fees and will be due upon renewal of Services. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.
- b. **Disputed Payments.** Judson Project will work in good faith with Customer to promptly correct errors or resolve disputes. Customer access to Service may be disrupted or denied should payment of fees not be received by Judson Project without dispute.
- c. **Taxes.** Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar governance charge, value added or good/services taxes. Judson Project may include applicable taxes as separate items on the Order Form, and Customer shall be responsible to pay and/or reimburse Judson Project for all taxes (other than taxes based on Judson Project's income), unless Customer has provided adequate evidence of exemption upon execution of this Agreement. If withholding taxes are imposed by any government, Customer shall remit such taxes in accordance with applicable law, gross up the applicable payment amounts so that Judson Project receives the full amount of fees invoiced, and provide Judson Project with applicable evidence of withholding.

6. INTELLECTUAL PROPERTY RIGHTS.

- a. Judson Project owns
 - i. all Intellectual Property Rights in or relating to the software and Services, whether or not those rights are registered,
 - ii. any software and Documentation
 - iii. any and all enhancements, modifications, derivative works and corrections that are made of or to the Services or the software used to provide the Services, which will be considered part of the "Services" for the purposes of this Agreement, and
 - iv. Customer's comments, suggestions or other feedback regarding Judson Project's products and services.
- b. Customer agrees
 - i. not to remove or replace any Mark from the system views/user interfaces on which the Services are viewed or accessed or any associated materials without Judson Project's express written consent, and
 - ii. to reproduce any and all Marks on any copy or portion of any associated materials. Customer may not modify the Documentation except to the extent necessary to reflect more closely Customer's operations, provided, however, that Judson Project shall retain all rights in any modified Documentation, which shall be considered Documentation with respect to Customer's rights, and each party shall retain its confidentiality obligations with respect to any Confidential Information in the modified Documentation. Customer retains all rights, title and interest in and to Customer's own information, including its Confidential Information and Customer Data.

7. CONFIDENTIALITY; PUBLICITY.

- a. Any information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature a reasonable person under like circumstances would treat as confidential (the "Confidential Information") will be protected and held in confidence by the Recipient. Confidential Information will be used only for the purposes of this Agreement. Recipient shall disclose Confidential Information only to the Recipient's employees, contractors, or business partners which are bound by confidentiality obligations no less stringent than these prior to any disclosure on a "need to know" basis. Confidential Information does not include information that:
 - i. is already known to the other party at the time of disclosure;
 - ii. is or becomes publicly known through no wrongful act or failure of the Recipient;
 - iii. is independently developed without benefit of the other party's Confidential Information;
 - or
 - iv. is received from a third party that is not under an obligation of confidentiality.
- b. Recipient agrees to protect the Confidential Information at all times and in the same manner as it protects the confidentiality of its own proprietary and confidential material of similar kind, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, provided that the Recipient provides the Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.
- c. Upon the request of Disclosing Party, the Recipient shall promptly destroy or return to the Disclosing Party all copies of the Confidential Information and any documents derived from it. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Recipient's information systems procedures, provided that Recipient shall make no further use of Confidential Information contained in those copies. Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate two years after the expiration or termination of the Agreement. The Recipient may return any Confidential Information to the Disclosing Party at any time.
- d. Neither party will issue any public materials that refer to the other party, this Agreement, or the subscribed Services without the other party's prior written consent. However, Judson Project may identify Customer on its client list and may use Customer's name and logo as well as a mutually-agreed general description of the nature of the relationship on its website and in promotional materials, presentations, and proposals to current and prospective clients. Either party may identify the other party or disclose the existence of this Agreement to its attorneys, auditors and in connection with regulatory filings.

8. CUSTOMER DATA.

- a. Customer owns all Customer Data and is solely responsible for the accuracy, integrity, quality, legality, reliability, appropriateness of and copyright permissions of any Customer Data and for adopting procedures to identify and correct errors and omissions in Customer Data. Judson Project has no obligation to review Customer Data for accuracy. Customer warrants to Judson Project that Customer Data has been collected, processed and provided to Judson Project in accordance with applicable laws on the protection of data subjects with regard to the processing of personal data and on the free movement of such data, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/EC) in the applicable EU member state ("Data Protection Laws"), and also including laws or regulations that will apply to the transfer of Customer Data by Judson Project to any of its affiliates, employees, contractors and business partners located anywhere in the world. Customer consents to Judson Project's use of Customer Data, including consent for Judson Project to move Customer Data from one environment to another, as required to provide Services and support, and that Customer will comply with the Data Protection Laws. The terms "personal data" and "process" shall have the

meanings given to them in the applicable Data Protection Laws. Customer further acknowledges and warrants the following:

- i. For the purposes of the Services, Customer is the data controller;
 - ii. Customer will collect, use, transfer and otherwise process any personal data collected by or through the Services in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including but not limited to the Data Protection Laws. In addition, Customer acknowledges and warrants that the use of the Services is in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Customer and that Customer has obtained all necessary approvals, authorizations or other consents, and have performed any registrations, requirements, mandatory procedures, or similar obligations that may be applicable to Customer. In particular, Customer is responsible for providing appropriate information and obtaining any required consent from Authorized Users including notice and consent allowing Customer to own and control all Customer Data that is provided by Authorized Users; and
 - iii. Customer has provided such information and obtained such consent to any processing of personal data by and through the Services and Consulting Services in accordance with applicable Data Protection Laws.
- b. Judson Project will handle Customer Data only in accordance with this Agreement. Judson Project may remove or modify Customer Data to comply with law or to bring the Customer Data in compliance with this Agreement. Each party will exercise reasonable and appropriate measures in the protection of Customer Data and in the prevention of any unauthorized person or entity from gaining access thereto in compliance with this Agreement and that party's reasonable privacy policy. Customer is responsible for verifying that all Authorized Users accessing any Customer Data are eligible to gain access to that Customer Data. Except as stated herein, Judson Project has no responsibility for unauthorized access to the Services. Each party will promptly notify the other if that party has actual knowledge of unauthorized access to and/or use of Customer Data or passwords and use reasonable efforts to take prompt remedial measures to rectify such unauthorized access. Customer is responsible for responding to all access requests, inquiries, or requests to correct Customer Data from Authorized Users or any other party. Customer is responsible for addressing any privacy breach and providing required notifications as required by law or regulation, provided, however, that Customer will not, without Judson Project's prior consent, make any public statement which directly or indirectly refers to Judson Project in connection with any privacy breach, access request or correction request. Customer shall obtain all permissions and consents necessary to provide any Customer Data to Judson Project in connection with the Services.
- c. Customer hereby agrees that Judson Project is reliant on Customer for direction regarding Judson Project's use and processing of personal data through the Services. Consequently, Judson Project, in its capacity as data processor, will not be liable for any claim brought by a data subject (including Authorized Users) arising from any action or omission by Judson Project, to the extent that such action or omission resulted directly from the data controller's instructions. As between Judson Project and Customer, Customer is solely responsible and liable for any and all Customer Data that Customer or any Authorized User stores, transmits, displays, or otherwise uses in connection with the Services. **Judson Project has no responsibility to Customer or to any third party in connection with such Customer Data and, as between Judson Project and Customer, Customer is solely responsible for any losses or damage suffered by Judson Project in connection with Customer Data.** Customer hereby represents and warrants that neither Customer nor any Authorized User will store or otherwise use any Customer Data in connection with the Services that: (i) violates this Agreement; (ii) is defamatory, obscene, abusive, invasive of privacy, illegal or otherwise objectionable; (iii) violates any third party's trade secrets, Intellectual Property Rights or other personal or proprietary right; (iv) invades or interferes with the rights of privacy or publicity of any person; or (v) contains a virus, malicious code or any other harmful component.
- d. Judson Project reserves the right, at any time and without notice to Customer, to review, monitor, flag, filter, modify, refuse or remove any or all Customer Data from the Services which violate the

terms of this Agreement, but Judson Project has no obligation to do so. Customer agrees to immediately remove or modify any Customer Data that violates this Agreement or any applicable laws, rules, or regulations, including pursuant to a removal or modification request from Judson Project; if Customer does not do so, Judson Project may take down, delete or modify such Customer Data. Judson Project assumes no liability or responsibility arising from Customer's or any Authorized User's activities in connection with the Services, including, without limitation, any arising from Customer Data that Customer or any Authorized User stores or otherwise uses in connection with the Services.

- e. Judson Project respects the intellectual property and other proprietary rights of others and has a policy of removing content from the Services that infringes third party copyrights or other intellectual property rights and suspending the user ID of any user who uses the Services in violation of copyright law or other laws governing intellectual property rights, and where appropriate, blocking such user's access to the Services.
- f. Without limiting Customer's ownership rights in Customer Data, Customer acknowledges and agrees that Judson Project shall have the right to utilize data capture, syndication and analysis tools and other similar tools to extract, compile, synthesize and analyze any non-personally and non-Customer identifiable data or information resulting from Customer's use of the Services ("Statistical Data"). Statistical Data may be collected by Judson Project for any lawful business purpose without a duty of accounting to Customer, provided that the Statistical Data is used only in an aggregated form without specifically identifying the source of the Statistical Data.
- g. **Return of Customer Data.** Upon Customer's written request made within thirty (30) days of termination or expiration of a Subscription or this Agreement, Judson Project will return to Customer a single copy of all Customer Data then in Judson Project's possession in Judson Project's then-current industry standard data extract format. Additional Customer Data copies shall be available for a fee. After such thirty (30) day period, Judson Project shall have no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete all Customer Data in its possession or under its control. Notwithstanding the foregoing, Judson Project may retain Customer Data in backup media for an additional period of up to twelve (12) months, or longer if required by law.

9. GOVERNING LAW; DISPUTE RESOLUTION.

- a. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of Colorado, United States of America, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- b. **Binding Arbitration.** Any dispute that cannot be resolved by the parties will be settled
 - i. for Customers in North or South America other than U.S. Government Customers: by final and binding arbitration in accordance with the American Arbitration Association ("AAA") rules
 - ii. for U.S. Government Customers: subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference,
 - iii. for Customers in Africa, Asia, Australia, Europe and the Middle East: ,by final and binding arbitration pursuant to the Rules of Arbitration under the auspices of the International Chamber of Commerce (ICC.)

and either party may compel arbitration or enforce an arbitration award in any court of competent jurisdiction and recover its related costs and expenses. The arbitrators shall award appropriate fees and costs to the prevailing party. The arbitrator shall not have the authority to award any punitive, exemplary or other non-compensatory damages. No dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class or claims with respect to any dispute under this Agreement.

- c. **Litigation Rights.** Either party may seek temporary or permanent injunctive relief from any court of competent jurisdiction to protect its Confidential Information or Intellectual Property Rights, regardless of the arbitration requirements. Judson Project reserves the right to pursue collections activity or legal action in a court of competent jurisdiction to compel payment, regardless of the arbitration requirements, and in such a case, Judson Project shall be entitled to recover its costs and reasonable attorneys' fees.

10. LIMITED WARRANTIES.

- a. **Services.** Judson Project will use reasonable efforts to provide a Correction to any material fault in the Judson Project software used to provide the Services ("Defect") in accordance with the Support guidelines, provided that Customer promptly notifies Judson Project in writing upon discovery of any such Defect and Judson Project's investigation discloses that such Defect exists. Customer shall provide a listing of output and other such data as may be required to reproduce the Defect. This limited warranty will be void if the Defect is caused by (i) the use or operation of the Services with an application or in an environment other than that described in the Documentation or recommended in writing by Judson Project, (ii) modifications to the Services that were not made by Judson Project, (iii) Misuse, or (iv) failure to implement Corrections or Updates. This warranty does not apply to Evaluation Services.
- b. **Evaluation Services.** CUSTOMER'S USE OF EVALUATION SERVICES IS AT ITS SOLE RISK. THE EVALUATION SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. JUDSON PROJECT SHALL HAVE NO RESPONSIBILITY TO PROVIDE ANY UPDATES, UPGRADES, MAINTENANCE OR SUPPORT WITH REGARD TO THE EVALUATION SERVICES DURING THE PERIOD OF THE EVALUATION.
- c. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, JUDSON PROJECT MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. JUDSON PROJECT DOES NOT WARRANT OR REPRESENT THAT THE SERVICES WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. ALL MOBILE APPLICATIONS AND SOFTWARE DOWNLOADS ARE PROVIDED AS-IS WITH NO WARRANTY AND JUDSON PROJECT ACCEPTS NO LIABILITY FOR ANY DAMAGES DIRECTLY OR INDIRECTLY CAUSED BY SUCH APPLICATIONS OR DOWNLOADS.
- d. JUDSON PROJECT DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY AND NON-CORRUPTION OF ANY INFORMATION SO TRANSMITTED, OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET, AS THE INTERNET IS NOT 100% SECURE. JUDSON PROJECT SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENCES WHATSOEVER OF CUSTOMER'S CONNECTION TO OR USE OF THE INTERNET, AND JUDSON PROJECT SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ITS AUTHORIZED USERS OF ANY INTERNET CONNECTION IN VIOLATION OF ANY RULE, LAW OR REGULATION.

11. INDEMNIFICATION.

Customer will indemnify, defend and hold harmless Judson Project, its affiliates and licensors, and each of their respective employees, officers, directors and representatives from and against any claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim (including claims by Authorized Users) that

- i. Customer Data or Customer's Misuse or unauthorized use of the Services, introduces a virus into the Services, harms any person, violates any law, or violates any third party's Intellectual Property Rights, privacy or other rights,

- ii. Customer has breached any Third Party Terms, or
- iii. Customer has violated the rights of the third party in posting, transmitting, storing, retaining or deleting Customer Data only if Judson Project notifies Customer promptly in writing of such Claim and gives Customer full control of and assistance for the defense of such Claim. Customer may settle any claim as Customer deems appropriate, provided that Customer obtains Judson Project's prior written consent before entering into any settlement. Customer shall not be responsible for Judson Project's compromise or settlement of such a Claim without Customer's written consent.

12. Limitation of Liability. EXCEPT FOR CUSTOMER'S VIOLATION OF THE USE OF SERVICES TERMS, INFRINGEMENT OF JUDSON PROJECT'S INTELLECTUAL PROPERTY RIGHTS, OR THIRD PARTY CLAIMS ARISING OUT OF CUSTOMER'S BREACH OF THE THIRD PARTY TERMS, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) THE TOTAL LIABILITY OF EITHER PARTY ON ANY CLAIM ARISING OUT OF ANY SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO JUDSON PROEJCT UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY. NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL JUDSON PROJECT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE OR INJURY TO PERSON OR PROPERTY ARISING OUT OF OR INCIDENT TO THE PERFORMANCE OF EVALUATION SERVICES UNDER THIS AGREEMENT. THIS SECTION APPLIES TO DAMAGES ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION CONTRACT, WARRANTY, STRICT LIABILITY, TORT, OR NEGLIGENCE, EVEN IF SUCH LOSS OR DAMAGE WAS FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

13. Miscellaneous.

- a. **Assignment.** Customer may not assign any of its rights or obligations under or sublicense this Agreement without Judson Project's prior written consent. For purposes of this Section, an assignment shall include any assignment or transfer of this Agreement by merger, reorganization, consolidation, sale of assets, stock sale or purchase or by operation of law or otherwise.
- b. **Compliance with Laws.** Each party will be responsible for compliance with all legal requirements related to its use of the Services, including those related to the disclosure of data and anti-corruption laws.
- c. **Export Control.** Customer shall comply 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. Customer represents and warrants that Customer is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Customer is not listed on any U.S. Government list of prohibited or restricted parties.
- d. **U.S. Government Rights.** The Services are deemed to be "Commercial Items" and if the Services are being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier) for use by or for the benefit of the U.S. Government, then the U.S. Government's rights in the Services will be only as set forth in this Agreement and in accordance with 48 CFR 227.7201 through 227.7202-4 (for Department of Defense "DOD" acquisitions) and with 48 CFR 2.101 and 12.212 (for civilian acquisitions). For U.S. Government Customers, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement.
- e. **E-mail Communications.** Each party shall comply with the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713 when applicable.
- f. **Entire Agreement.** This Agreement, including any attachments identified as incorporated into this Agreement, is the entire agreement between Customer and Judson Project relating to the Services provided hereunder and supersedes all prior or contemporaneous oral or written communications. Any purchase order or other instrument issued by Customer (including any online terms as part of a required procurement process) will be for administrative purposes only

and any such terms will not alter or supplement this Agreement. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. After execution of this Agreement, only Customer's signature is required to agree to an unmodified Order Form or other transaction document provided by Judson Project. Specified terms in an Order Form will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement.

- g. **Excusable Delays.** In no event shall either party be liable to the other for any delay or failure to perform its obligations under this Agreement (other than payment obligations) due to causes beyond the reasonable control of that party, including acts of a government, severe weather conditions, equipment failures, power surges or failures, acts or omissions of communications carriers, or unavailability of telecommunication services.
- h. **Counterparts.** This Agreement may be executed in several counterparts each of which when executed shall be deemed to be an original.
- i. **Independent Contractor.** The parties are independent contractors and may not make commitments or representations on behalf of one another.
- j. **Right to Enforce.** Any person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.
- k. **Notices.** Except for notices sent to Customer as part of Judson Project's general customer base, notices to Customer shall be provided to Customer's notice address in the initial Order Form. Notices to Judson Project shall be sent via email to judsonprojectllc@gmail.com
- l. **Severability.** If a court holds any provision(s) of this Agreement to be illegal or unenforceable, the remainder of this Agreement will remain valid and enforceable.
- m. **Waiver.** A waiver of any breach of this Agreement is not a waiver of any other breach of this Agreement. Any waiver must be in writing and signed by an authorized representative of the waiving party.
- n. **Language.** All communications and notices pursuant to this Agreement, including Support, must be in the English language.