END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement” or “EULA”) is entered into by and between Global Tech Teams LLC.(DBA of Mindbowser), a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 5900 Balcones Dr, Ste 100-7286, Austin, TX 78731, United States (“Global Tech Teams,” “Licensor,” “we,” or “us”), and the individual or legal entity that accesses, installs, downloads, or otherwise uses the Software (“Customer,” “Licensee,” or “you”).

Global Tech Teams LLC. and Mindbowser are affiliated entities under common ownership and control. Mindbowser operates as the primary delivery, development, and customer engagement arm, and the Software may be marketed, supported, or serviced under the Mindbowser brand. However, all licenses granted under this Agreement are provided by Global Tech Teams LLC.

This Agreement governs Customer’s access to and use of the connecthealth.ai software platform and related components made available through a Cloud Marketplace or directly from Licensor under an Order Form, and deployed in any Deployment Environment (each as defined below), including all executable code, object code, libraries, modules, updates, enhancements, documentation, and accompanying materials (collectively, the “Software”).

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE INSTALLING, ACCESSING, OR USING ANY SOFTWARE OR DOCUMENTATION FROM MINDBOWSER. BY INSTALLING, ACCESSING, OR USING ANY SOFTWARE OR DOCUMENTATION FROM MINDBOWSER, CUSTOMER HEREBY AGREES TO BE BOUND BY THIS AGREEMENT AND REPRESENTS THAT IT IS AUTHORIZED TO DO SO.

CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY EITHER (I) CLICKING A BOX INDICATING ACCEPTANCE, (II) ACCEPTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT (WHETHER BY SIGNING THE ORDER FORM OR ISSUING A PURCHASE ORDER REFERENCING THE ORDER FORM), OR (III) USING THE SOFTWARE AND/OR RELATED SERVICES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SOFTWARE AND/OR RELATED SERVICES

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below. Defined terms may be used in the singular or plural as the context requires.

1.1. “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where “control” means ownership of more than fifty percent (50%) of the voting securities or equity interests. Control may also be established through the power to direct or cause the direction of the management and policies of such entity, whether through ownership, contract, or otherwise. An entity shall be deemed an Affiliate only for so long as such control exists.

1.2. “Authorized Users” means Customer’s employees, agents, or contractors who are expressly authorized by Customer to access and use the Software solely for Customer’s internal business purposes and strictly in accordance with this Agreement and the applicable License grant. Customer shall be fully responsible for all acts and omissions of Authorized Users, and any access to or use of the Software by an Authorized User shall be deemed access to or use by Customer.

1.3. “Cloud Marketplace” means an online software marketplace operated by a Cloud Provider through which the Software is listed, licensed, billed, or distributed, including AWS Marketplace,

Google Cloud Marketplace, and Microsoft Azure Marketplace. References to the “applicable Cloud Marketplace” mean the Cloud Marketplace through which Customer procured the relevant License.

1.4. “Documentation” means the technical documentation, user manuals, specifications, functional descriptions, implementation guides, and usage instructions provided by Mindbowser that describe the operation, features, and intended use of the Software.

1.5. “Third-Party Services” means any products, services, software, systems, platforms, models, tools, infrastructure, content, data sources, APIs, connectors, environments, or technology that are not provided by Mindbowser and that Customer accesses, licenses, procures, enables, or uses in connection with the Software, including without limitation electronic health record systems, hospital systems, practice management systems, laboratories, pharmacies, clearinghouses, payers, artificial intelligence tools, large language models, cloud services, hosting environments, and third-party integration endpoints.

1.6. “Third-Party Providers” means the vendors, licensors, operators, providers, or other third parties that own, control, make available, or support any Third-Party Services.

1.7. “Third-Party Access Credentials” means any usernames, passwords, API keys, client IDs, client secrets, certificates, access tokens, refresh tokens, connection details, security credentials, authorizations, approvals, or other information required to access, authenticate to, or integrate with any Third-Party Services.

1.8. “Intellectual Property Rights” means all worldwide rights in copyrights, patents, trade secrets, trademarks, service marks, moral rights, and other proprietary or intellectual property rights. This includes all applications, registrations, renewals, extensions, and continuations thereof, as well as any rights to sue for past, present, or future infringement or misappropriation of such rights.

1.9. “License” means the non-exclusive, non-transferable right, without any right to sub-license, to install and use a Software (in object code form).

1.10. “Private Offer” means a customized commercial offer made by Mindbowser through the applicable Cloud Marketplace with pricing, duration, or usage terms that differ from standard public listings.

1.11. “Subscription Term” means the fixed duration during which Customer is authorized to use the Software, as specified in the applicable Cloud Marketplace listing, Private Offer, or Order Form.

1.12. “Trial” or “Evaluation License” means a limited, temporary license granted for evaluation, testing, or demonstration purposes only, and not for production use. The Trial is provided for non-production use only and may be subject to functional, time-based, or usage limitations as determined by Licensor, after which continued use requires a valid paid license.

1.13. “Cloud Provider” means a third-party provider of cloud computing infrastructure or services on which the Software may be procured or deployed, including Amazon Web Services, Inc., Google LLC, and Microsoft Corporation. Cloud Providers are Third-Party Providers for purposes of this Agreement.

1.14. “Cloud Account” means Customer’s account, subscription, or project with a Cloud Provider (including an Amazon Web Services account, a Google Cloud billing account and project, or a Microsoft Azure subscription) through which Customer procures, is billed for, or deploys the Software.

1.15. “Deployment Environment” means the computing environment in which Customer installs and operates the Software, whether in a Cloud Account or on servers and infrastructure owned or controlled by Customer or its hosting providers (“On-Premises”), including all related servers, virtual machines, containers, Kubernetes clusters, networking, storage, and security configurations. The Deployment Environment is controlled by Customer, not by Licensor.

1.16. “Order Form” means an ordering document, quote, or online order executed or accepted by Customer and Licensor that references this Agreement and specifies the Software, the licensed scope (including the number of licensed connections or other usage metrics), the Subscription Term, the fees, and the payment terms for a Direct License.

1.17. “Purchase Channel” means the channel through which Customer procures a License, being either (a) a Cloud Marketplace (a “Marketplace Purchase”), or (b) directly from Licensor under an Order Form (a “Direct License”).

1.18. “Direct License**”** means a License procured directly from Licensor under an Order Form, for which fees are invoiced by and paid directly to Licensor rather than through a Cloud Marketplace, regardless of whether the Software is deployed in a Cloud Account or On-Premises.

1.19. “Workflow” means any integration, data pipeline, automation, or process that Customer configures, builds, deploys, or runs using the Software.

1.20. “Node” means a configurable functional component of the Software used to build Workflows, including connector, transformation, logic, logging, and telemetry components.

2. LICENSE GRANT AND SCOPE

2.1 Grant of License: Subject to Customer’s compliance with this Agreement and payment of all applicable fees through the applicable Cloud Marketplace or, for a Direct License, directly to Licensor in accordance with the applicable Order Form and Section 7, Licensor hereby grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable License to use the Software during the applicable Subscription Term solely for Customer’s internal business purposes.

For clarity, Customer may use the Software as an internal or backend integration component of its own commercial applications, products, and services, including those provided to its end customers, solely within the licensed scope. Such use does not grant Customer the right to independently resell, sublicense, distribute, or commercially offer the Software itself to third parties.

2.2 License Model: The Software is licensed, not sold, to Customer on a subscription or term-based basis for the applicable Subscription Term. Subject to Customer’s compliance with this Agreement, Mindbowser grants only the rights expressly stated herein, and all rights, title, and interest in and to the Software not expressly granted to Customer are reserved by Mindbowser.

2.3 License Validation and Entitlement Verification: The Software includes a license-management capability that periodically connects, over a secure encrypted (TLS) outbound connection, to a licensing and entitlement service operated by Licensor in order to validate the License, confirm the applicable Subscription Term, subscription status, and entitlements, and record usage metrics associated with the License. For Direct Licenses, this verification also confirms that the Direct License is active and paid in accordance with Section 7. This connection is initiated solely by the Software's server component as an outbound connection; it transmits only license, subscription, entitlement, and usage-metric information, and does not transmit Protected Health Information, personally identifiable information, or Customer Data.

Customer acknowledges that this capability is a necessary license-control and entitlement-enforcement mechanism and agrees not to block, disable, circumvent, or interfere with it.

If the Software is unable to complete such verification, Licensor may, following a grace period of thirty (30) days, limit or suspend affected features or access to the extent necessary to enforce the License, without liability for any resulting interruption; provided that Licensor will not suspend access on this basis during an outage the Customer has reported to Licensor and that remains under active investigation. This thirty (30) day grace period applies only to technical failures to complete verification and does not extend any payment deadline under Section 7.

Any suspension or restriction of the Software through the license-management capability shall not intentionally delete, modify, or destroy Customer Data or Customer-managed infrastructure. Customer acknowledges that such suspension or restriction may interrupt active Workflows or Software functionality, and Customer remains solely responsible for maintaining appropriate business continuity and recovery measures.

2.3.1 Internet Connectivity Requirement: The license-management capability requires outbound internet connectivity from the Deployment Environment to Licensor’s licensing and entitlement service. Customer shall ensure that its Deployment Environment, including any On-Premises

deployment, permits this outbound connection. The Software is not supported in environments without outbound internet access (air-gapped environments) unless expressly agreed by Licensor in an Order Form.

2.4 Authorized Users: Customer may permit its Authorized Users to access and use the Software solely on Customer's behalf and strictly in accordance with this Agreement. Customer shall be fully responsible for all access to and use of the Software by Authorized Users and for their compliance with the terms of this Agreement, and any act or omission by an Authorized User shall be deemed an act or omission of Customer.

2.5 Geographic Scope: Customer's right to access and use the Software is limited to the geographic scope expressly permitted under the applicable License granted pursuant to this Agreement, including any geographic restrictions specified in the applicable Order Form, subscription plan, or Cloud Marketplace listing. Customer shall not access, deploy, distribute, or otherwise use the Software outside the permitted geographic scope or in any manner that exceeds or circumvents such geographic limitations. Customer is solely responsible for ensuring that its use of the Software complies with all applicable local, national, and international laws and regulations, including export control, trade compliance, and economic sanctions laws, and any unauthorized use outside the permissible geographic scope shall constitute a material breach of this Agreement.

3. LICENSE RESTRICTIONS

Except as expressly permitted under this Agreement, the applicable license grant, the Documentation, and any applicable order form, subscription plan, or Cloud Marketplace listing, Customer shall not, and shall not permit any Authorized User or third party to, directly or indirectly:

a. Access, copy, reproduce, use, or deploy the Software in any manner or for any purpose other than as expressly permitted under this Agreement and within the scope of the License purchased;

b. Use, deploy, or allow access to the Software in excess of the licensed scope, including exceeding the permitted number of Authorized Users, licensed connections (including EHR or health-system connections), servers, instances, usage metrics, geographic scope, or Subscription Term for which Customer has paid the applicable fees;

c. Sell, resell, rent, lease, lend, sublicense, assign, distribute, transfer, publish, disclose, or otherwise make the Software, Documentation, license keys, activation credentials, or any functionality thereof available to any third party;

d. Use the Software as part of, or in connection with, any application service provider, managed service, hosting service, outsourcing, service bureau, time-sharing, or similar commercial offering designed primarily to provide the functionality of the Software itself to third parties, except as expressly permitted under Section 2.1 or otherwise authorized in writing by Licensor;

e. Reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or access the source code, underlying structure, ideas, algorithms, or know-how of the Software, except to the limited extent expressly permitted by applicable law notwithstanding this restriction;

f. Modify, adapt, enhance, translate, tamper with, or create derivative works of the Software or Documentation, or merge or combine any portion thereof with or into any other software, application, or documentation;

g. Use the Software or Documentation, or any information derived therefrom, to design, develop, test, market, or support any product or service that competes with or is substantially similar to the Software, including any effort to replicate its functional attributes, features, visual expressions, or user experience;

h. Copy, embed, emulate, clone, replicate, or incorporate any elements of the Software into other applications, platforms, or systems, whether for internal or external use;

i. Bypass, disable, circumvent, interfere with, or otherwise undermine any technical limitations, license controls, access restrictions, usage monitoring, security mechanisms, or other protective measures implemented by Mindbowser to safeguard the Software;

j. Alter, obscure, or remove any proprietary notices, trademarks, copyright notices, or other intellectual property markings contained in or associated with the Software or Documentation;

k. Publicly disclose, publish, or communicate the results of any benchmarking, performance testing, or comparative evaluation of the Software without Mindbowser's prior written consent;

l. Introduce, transmit, upload, download, or otherwise make available any viruses, worms, Trojan horses, time bombs, malware, or other harmful or disruptive code, files, programs, or repetitive requests designed to interrupt, degrade, destroy, or impair the functionality, performance, or security of the Software or related systems;

m. Use the Software for any unlawful, illegal, or unauthorized purpose, or in violation of any applicable law, regulation, industry standard, or third-party rights, including data protection, privacy, export control, and trade compliance laws;

n. Export, re-export, transfer, or make available the Software in violation of applicable export control or sanctions laws, or use or distribute the Software to any person or entity located in an embargoed jurisdiction or listed on any applicable denied-party or restricted-party list;

o. Engage in any act or omission that could reasonably be expected to bring Mindbowser or its licensors or suppliers into disrepute or cause material harm to their business interests, goodwill, or reputation;

p. Permit or assist any third party to modify, circumvent, deactivate, degrade, or defeat any software-based or hardware-based protection mechanisms implemented by Mindbowser in connection with the Software;

q. Share, disclose, or otherwise allow unauthorized access to License credentials, activation keys, user accounts, or authentication mechanisms associated with the Software.

r. Represent, imply, or permit any third party to believe that Mindbowser is responsible for procuring, licensing, paying for, or maintaining any Third-Party Services, Third-Party Access Credentials, or related third-party contracts, approvals, or permissions, except as expressly stated in a separate written agreement signed by Mindbowser.

Any use of the Software that is not expressly authorized under this Agreement, the applicable Documentation, or the relevant order document is strictly prohibited and shall constitute a material breach of this Agreement, entitling Mindbowser to exercise all available legal and contractual remedies.

4. TRIALS AND EVALUATION LICENSES

4.1 Trial Grant: If Customer accesses the Software under a Trial or Evaluation License, Mindbowser grants Customer a temporary, limited, non-exclusive, non-transferable, and revocable license solely for the purpose of evaluating the functionality of the Software and conducting internal testing. This Trial License is strictly limited to non-production use and may only be used in accordance with the terms of this Agreement, the applicable Documentation, and any specific restrictions or limitations identified in the order or trial registration. The Trial License is granted solely for the period specified by Mindbowser and expires automatically at the end of such period unless extended in writing by Mindbowser. Customer acknowledges that this Trial License does not convey any ownership rights, and all rights, title, and interest in the Software remain with Mindbowser.

4.2 Restrictions on Trial Use: Customer may not use the Trial Software in any production environment. Customer shall not use the Trial Software for performance benchmarking, competitive analysis, or commercial gain. The Trial may include functional, time-based, or usage restrictions as determined by Mindbowser, and Customer must comply with all such limitations. Unauthorized use outside the intended scope of the Trial constitutes a material breach of this Agreement. Customer remains responsible for all acts of its personnel and Authorized Users who access or use the Trial Software.

4.3 No Support or Warranty: The Trial Software is provided on an “AS IS” and “AS AVAILABLE” basis, without any warranties, guarantees, service levels, or commitments of any kind, whether express, implied, or statutory. Mindbowser expressly disclaims all warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation of the Trial Software. Mindbowser is not obligated to provide technical support, updates, maintenance, or remedies for issues encountered during the Trial. Customer assumes all risks associated with access to and use of the Trial Software, including potential loss of data or system performance impacts.

4.4 Modification or Termination: The Trial License will automatically terminate at the end of the specified trial period. Additionally, in the event of any breach of this Agreement by Customer, the Trial License will terminate immediately without notice. Upon termination or expiration of the Trial, Customer must immediately cease all use of the Trial Software and delete or destroy any copies in its possession or control. Mindbowser shall have no liability for any consequences arising from the modification, suspension, or termination of the Trial.

5. DOCUMENTATION AND FUNCTIONALITY

5.1 Documentation Controls: Customer acknowledges that the Documentation defines the functional scope of the Software, and Customer agrees to use the Software in a manner consistent with the Documentation.

5.2 No Guaranteed Features: Except as expressly stated in this Agreement, Mindbowser does not guarantee that any specific features, integrations, connectors, Third-Party Services, or functionalities will be maintained or available indefinitely. Customer acknowledges that availability, access, connectivity, interoperability, and continued operation of any integration with Third-Party Services depend on the applicable Third-Party Providers and Customer’s ongoing rights, credentials, licenses, approvals, and contractual arrangements with such Third-Party Providers.

6. SUPPORT AND MAINTENANCE

6.1 Support: Support will be included for the entire subscription term of the Software. Such support covers standard product usage, platform issues, and resolution of defects or errors in the Software, and will be provided in accordance with the service levels specified in the applicable Private Offer or Order Form. Support is limited to assisting Customer and Authorized Users in using the Software as intended and does not include: (i) procurement of access to Third-Party Services; (ii) negotiation, execution, or maintenance of any contracts, licenses, subscriptions, consents, approvals, or business arrangements with Third-Party Providers; (iii) obtaining or maintaining Third-Party Access Credentials; or (iv) support for modifications, custom integrations, or third-party systems unless explicitly agreed in writing by Mindbowser.

Additional services, including but not limited to 24x7 or premium support, dedicated support resources, and custom implementations, integrations, or enhancements, are not included in basic support and shall be offered separately. Any such additional services will be governed by separate commercial terms, support addendums, or agreements executed between Customer and Mindbowser. Customer acknowledges that Mindbowser is not obligated to provide any support beyond the scope described in this section unless expressly agreed in writing.

6.2 Updates, Enhancements, and Version Support Policy: Mindbowser may, at its discretion, provide updates, patches, bug fixes, security fixes, or enhancements to the Software (collectively, “Updates”). All Updates, whether provided through any Cloud Marketplace or otherwise made available for download or implementation, are considered part of the Software and are subject to this Agreement. Mindbowser is not obligated to provide any Updates and may modify, suspend, discontinue, or change the timing or availability of Updates or enhancements at any time.

6.3 Customer Deployment Responsibility: Customer acknowledges that the Software is deployed and operated in Customer’s Deployment Environment, whether procured through a Cloud Marketplace or under a Direct License, and whether deployed as a server, virtual machine, container, or Kubernetes product in a Cloud Account or On-Premises. Updates are generally not applied automatically and may require Customer action to deploy, install, upgrade, patch, redeploy, replace

machine images (including Amazon Machine Images (AMIs), Google Compute Engine images, and Microsoft Azure virtual machine images), upgrade container images, update Helm charts, Kubernetes manifests, or deployment templates, modify infrastructure configuration, or otherwise implement the Update in Customer's Deployment Environment. Customer is solely responsible for timely implementation of Updates in its environment.

6.4 Supported Versions: Unless expressly agreed in writing (including via a Private Offer), Mindbowser will provide Support only for (i) the then-current generally available version of the Software and (ii) up to the prior two (2) major versions (collectively, "Supported Versions"). Any Software version older than the Supported Versions is deemed an "Unsupported Version." Mindbowser has no obligation to provide Support, fixes, workarounds, error corrections, or security patches for any Unsupported Version. Any assistance provided for an Unsupported Version, if any, may be offered solely at Mindbowser's discretion and may be subject to additional fees under separate commercial terms.

6.5 Mandatory Security Updates: Customer agrees to deploy and implement all critical Updates and security patches within thirty (30) days of the earlier of (a) the date the Update is made available to Customer (including via Cloud Marketplace listing, Licensor's download or release channels, product version release, container image update, machine image update, documentation, or other distribution mechanism), or (b) the date Mindbowser provides notice of such Update (including via Cloud Marketplace notices or email to Customer's notice address). Failure to timely deploy or implement such Updates may result in suspension of Support, suspension of access to the Software, or both, and Mindbowser shall have no responsibility or liability for any issues, vulnerabilities, outages, or damages arising from Customer's failure to deploy or implement Updates.

6.6 Third-Party Services and Customer Procurement Responsibilities: Customer acknowledges that use of the Software may require or depend upon access to Third-Party Services. Customer is solely responsible, at its own cost and expense, for obtaining, maintaining, and complying with all licenses, subscriptions, contracts, consents, permissions, approvals, sandbox access, production access, onboarding requirements, and other rights necessary to use or integrate with any Third-Party Services. This includes, without limitation, all required arrangements with EHR vendors, hospital systems, health systems, provider organizations, practices, clearinghouses, payers, laboratories, pharmacies, artificial intelligence model providers, cloud providers, and any other Third-Party Providers.

Customer is solely responsible for obtaining and maintaining all Third-Party Access Credentials and for ensuring that such credentials remain valid, sufficient, and authorized for Customer's intended use. Mindbowser does not provide, resell, include, guarantee, or procure any Third-Party Services, Third-Party Access Credentials, or related rights unless expressly stated in a separate written agreement signed by Mindbowser.

Mindbowser shall have no responsibility or liability for any delay, failure, limitation, inaccessibility, suspension, termination, denial, revocation, pricing change, policy change, technical restriction, compatibility issue, or other act or omission of any Third-Party Provider or Third-Party Service.

7. FEES, BILLING, AND PAYMENTS

7.1 Marketplace Purchases: For Marketplace Purchases, all pricing, billing, invoicing, payment processing, subscription renewals, refunds, and applicable taxes in connection with the Software are governed exclusively by the terms, policies, and procedures of the applicable Cloud Marketplace. Customer is responsible for complying with all applicable Cloud Marketplace requirements and for maintaining an active Cloud Account in good standing with the applicable Cloud Provider in order to access and use the Software.

7.2 No Direct Payment Obligations for Marketplace Purchases: For Marketplace Purchases, Customer acknowledges and agrees that Licensor does not directly invoice, charge, or collect any fees for the Software. All payments and related obligations are handled solely through the applicable Cloud Marketplace in accordance with its billing and payment policies. Customer's use of the

Software is conditioned upon timely and proper payment through the applicable Cloud Marketplace, as required by the terms of that Cloud Marketplace.

7.3 Third-Party Fees and Charges: Customer is solely responsible for all fees, charges, costs, expenses, and pricing associated with any Third-Party Services used in connection with the Software, whether incurred directly by Customer or through a Third-Party Provider. This includes, without limitation, fees and charges relating to EHR vendors, hospital systems, clearinghouses, payers, laboratories, pharmacies, artificial intelligence tools or models, large language models, cloud infrastructure, hosting, storage, compute, networking, message volume, data access, API usage, implementation, onboarding, certification, maintenance, support, and any other third-party products or services.

Unless expressly stated in a written agreement signed by Mindbowser, no fees paid to Mindbowser or through any Cloud Marketplace include any fees or charges imposed by any Third-Party Provider. Mindbowser is not responsible for, and shall have no liability arising from, any Third-Party Provider pricing, billing, invoicing, suspension, termination, overage, usage-based charges, or other commercial terms.

7.4 Direct Licenses – Invoicing and Payment: For Direct Licenses, Licensor (Global Tech Teams LLC) will invoice Customer directly for the fees set out in the applicable Order Form. Unless otherwise stated in the Order Form, each invoice is due and payable within thirty (30) days of the invoice date, in U.S. dollars, to the account designated by Licensor. A Direct License covers only the License fees for the Software; Customer remains solely responsible for all Cloud Provider infrastructure charges and all On-Premises infrastructure costs, as described in Section 7.3.

7.5 Taxes (Direct Licenses): Fees for Direct Licenses are exclusive of all taxes, duties, and levies, including sales, use, value-added, goods and services, and withholding taxes, other than taxes on Licensor's net income. Customer is responsible for all such taxes. If Customer is required by law to withhold any tax from a payment, Customer shall increase the payment so that Licensor receives the full amount it would have received without the withholding.

7.6 Active Paid License Required; Suspension for Non-Payment: Customer's right to use the Software under a Direct License requires an active, paid License. If any undisputed invoice remains unpaid more than thirty (30) days after its due date, Licensor may, after written notice to Customer, suspend the Direct License and Customer's access to the Software (including through the license-management capability described in Section 2.3) until all overdue amounts are paid in full. Customer must notify Licensor in writing of any good-faith invoice dispute before the invoice due date, and must pay any undisputed portion when due. Suspension does not relieve Customer of its payment obligations, and Licensor shall have no liability for any interruption resulting from such suspension. Licensor will restore access promptly after receiving full payment of all overdue amounts.

7.7 Direct License Renewals: Direct Licenses renew only as set out in the applicable Order Form. Unless a Direct License is renewed and the applicable fees are paid, the Direct License expires at the end of its Subscription Term and the Software may be deactivated through the license-management capability described in Section 2.3.

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

8.1 Mindbowser Ownership: Mindbowser retains and shall exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to the Software, the Documentation, and any updates, enhancements, modifications, corrections, derivative works, or improvements thereto, regardless of whether such improvements are suggested, requested, or funded by Customer.

8.2 Reservation of Rights: Except for the limited license expressly granted under this Agreement, no rights, licenses, or interests are granted to Customer by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Mindbowser.

8.3 Feedback: If Customer provides any suggestions, feedback, enhancement requests, or recommendations regarding the Software ("Feedback"), Customer hereby grants Mindbowser a

perpetual, irrevocable, worldwide, royalty-free right to use, incorporate, modify, and commercialize such Feedback without restriction or obligation.

8.4 Third-Party Components: The Software may include, interoperate with, connect to, or depend on Third-Party Services, including third-party software and open-source components. All such Third-Party Services are subject to the applicable terms, conditions, licenses, policies, technical limitations, and commercial requirements of the relevant Third-Party Providers, which shall govern solely with respect to those Third-Party Services. Customer is solely responsible for obtaining and maintaining all rights, licenses, subscriptions, permissions, contracts, and access necessary for use of such Third-Party Services.

9. CUSTOMER DATA AND DATA RIGHTS

9.1 Customer Data Ownership: As between the parties, Customer retains all right, title, and interest in and to all data, information, records, and content submitted to, processed by, or generated through the Software ("Customer Data"). Mindbowser does not claim any ownership rights in Customer Data. All rights not expressly granted to Mindbowser for purposes of providing the Software or performing its obligations under this Agreement remain exclusively with Customer.

9.2 Data Responsibility: Customer is solely responsible for the accuracy, quality, completeness, and legality of all Customer Data. Customer must obtain and maintain all necessary consents, authorizations, permissions, approvals, licenses, and contractual rights from data subjects, providers, hospitals, health systems, practices, clearinghouses, payers, vendors, Third-Party Providers, and regulatory authorities to collect, access, receive, use, disclose, transmit, process, and store Customer Data through or in connection with the Software and any Third-Party Services. Customer is also solely responsible for ensuring that the collection, use, storage, disclosure, transmission, and processing of Customer Data complies with all applicable laws, regulations, contracts, platform rules, and third-party rights. Mindbowser is not responsible for verifying the legality, sufficiency, or correctness of any Customer Data, permissions, approvals, licenses, contracts, or access rights obtained by Customer.

Unless expressly agreed in writing, Mindbowser does not host, store, or control Customer Data and disclaims any responsibility for Customer's Deployment Environment, including cloud configuration, Cloud Account settings, On-Premises infrastructure, storage practices, or other technical or operational choices related to Customer Data. Customer acknowledges that it is responsible for implementing appropriate security, backup, and access controls for Customer Data. Mindbowser's role is limited to providing the Software functionality and related services as described in this Agreement.

Customer is solely responsible for configuring, validating, and managing Workflows created using the Software, including decisions regarding how and where Customer Data, including Protected Health Information (PHI), is processed, transmitted, stored, or shared, whether through Nodes (including logging and telemetry Nodes), within the Software, or through external systems or Third-Party Services. Customer is responsible for ensuring that such Workflows and data-handling practices comply with applicable privacy, security, and regulatory requirements.

9.3 Aggregated and Anonymized Data: Mindbowser may collect and use aggregated, de-identified, or anonymized usage data, metrics, and insights derived from Customer's use of the Software for purposes such as analytics, benchmarking, product improvement, and business intelligence. Such data shall be used in a manner consistent with applicable privacy laws. Customer agrees that Mindbowser may continue to collect and use such aggregated data even after termination of the Agreement, without any obligation to provide notice or compensation.

9.4 Product Usage Telemetry

The telemetry described in this Section 9.4 is separate from, and in addition to, the license-validation and entitlement check described in the "License Validation and Entitlement Verification" provision of the License Grant and Scope section; neither transmits Protected Health Information, personally identifiable information, or Customer Data.

Without limiting Section 9.3, the Software includes a telemetry capability that transmits limited, de-identified product-usage information to Mindbowser for product improvement, support, and license-compliance purposes.

Such telemetry consists solely of:

- Feature-usage events (e.g., a connection was created, a workflow was deployed);
- Workflow composition described only by component type and structure;
- Aggregate execution counts and error rates by component type;
- Software version;
- Deployment environment; and
- A randomly generated deployment identifier containing no information about Customer or its systems.

Telemetry excludes, by design:

- Protected Health Information and any patient data;
- Personally identifiable information of Authorized Users;
- Workflow names, configuration values, credentials, endpoints, or field mappings; and
- The content of any message, record, or document processed by the Software.

Telemetry is transmitted exclusively by the Software's server component over TLS as outbound connections only; no telemetry is transmitted from end-user browsers to any third party, and no third party receives access into Customer's environment.

Telemetry is processed by Mindbowser and its analytics subprocessor (processing in the United States) and is never sold.

Customers may disable telemetry at any time through the Software's administrative settings; the setting takes effect immediately, persists across Updates and restarts, and, when disabled, the Software makes no connection to the analytics service whatsoever.

Mindbowser's remote controls, if any, may only disable telemetry transmission and can never re-enable it contrary to Customer's setting.

10. HEALTHCARE AND REGULATORY COMPLIANCE

10.1 No Medical Advice: The Software is designed to support healthcare information workflows and operational processes but is not intended to provide medical advice, clinical diagnosis, treatment recommendations, or clinical decision-making.Customer acknowledges and agrees that all clinical, diagnostic, and treatment decisions are the sole responsibility of appropriately qualified healthcare professionals. Mindbowser is not responsible for any decisions or actions taken based on the Software's outputs or analysis. Furthermore, Customer acknowledges that any artificial intelligence or machine learning features ("AI Features") may produce outputs that are inaccurate, incomplete, or fabricated ("Hallucinations"). Customer is solely responsible for verifying the accuracy and appropriateness of all AI-generated outputs before relying on them for clinical or business purposes.

10.2 HIPAA and Similar Laws: Customer is solely responsible for determining whether its use of the Software is subject to HIPAA, HITECH, or any similar healthcare privacy, security, or data protection laws and for ensuring full compliance with such laws. Customer must implement all necessary administrative, technical, and physical safeguards to protect protected health information or other sensitive data processed through the Software. Mindbowser does not provide compliance assurances or certifications unless expressly agreed in writing.

If Customer accesses, integrates, or uses any Third-Party Services in connection with or through the Software, including without limitation artificial intelligence tools, large language models (LLMs), external data processing services, electronic health record systems, hospital systems, health systems, practice management systems, clearinghouses, payers, laboratories, pharmacies, cloud

providers, or other third-party platforms, Customer is solely and fully responsible for ensuring that such use complies with all applicable data protection, privacy, security, healthcare, and regulatory requirements, as well as all applicable contractual and platform requirements imposed by the relevant Third-Party Providers.

This includes, without limitation, conducting appropriate due diligence and obtaining and maintaining all required licenses, subscriptions, permissions, approvals, credentials, contracts, business associate agreements (BAAs), data processing agreements (DPAs), participation agreements, trading partner agreements, implementation documentation, sandbox access, production access, and other required arrangements with such Third-Party Providers.

Customer is solely responsible for obtaining and maintaining all Third-Party Access Credentials required for such integrations or services.

Mindbowser shall have no responsibility or liability for:

(i) obtaining or maintaining any licenses, credentials, permissions, contracts, or other arrangements with any Third-Party Providers;

(ii) any Customer Data processed, transmitted, stored, or otherwise handled by any Third-Party Services; or

(iii) any refusal, limitation, suspension, termination, delay, policy change, pricing change, technical restriction, or other action taken by any Third-Party Provider that affects Customer's ability to access or use such Third-Party Services.

10.3 Business Associate Agreement: To the extent required by law, any obligations related to protected health information ("PHI") shall be governed by a separate, mutually executed Business Associate Agreement ("BAA"). Nothing in this Agreement shall be construed to imply or create a BAA unless explicitly executed in writing by both parties. Customer acknowledges that Mindbowser's handling of PHI is subject only to the terms of any executed BAA.

10.4 Regulatory Use Disclaimer: Customer acknowledges that, unless expressly stated in writing, the Software is not certified, approved, cleared, or otherwise recognized as a regulated medical device, in vitro diagnostic device, or other regulated healthcare product. The Software should not be relied upon as a substitute for professional judgment, clinical evaluation, or regulatory compliance. Mindbowser disclaims any liability arising from use of the Software in any context requiring regulatory approval.

10.5 Third-Party Integrations and External Access.

Customer acknowledges that the Software may facilitate interoperability or connectivity with Third-Party Services, but Mindbowser does not control and is not responsible for the availability, legality, commercial terms, onboarding requirements, technical specifications, approval processes, credentialing requirements, or continued access to such Third-Party Services. Customer is solely responsible for obtaining and maintaining, at its own expense, all Third-Party Access Credentials and all required licenses, subscriptions, contracts, consents, approvals, and other rights necessary for use of or integration with Third-Party Services, including without limitation arrangements with hospitals, health systems, provider organizations, EHR vendors, clearinghouses, payers, laboratories, pharmacies, and artificial intelligence or cloud providers.

For clarity, unless expressly agreed otherwise in a separate written agreement signed by Mindbowser, Mindbowser is not responsible for obtaining or maintaining any hospital connectivity, payer connectivity, clearinghouse connectivity, EHR access, API enablement, production approvals, sandbox credentials, vendor onboarding, or third-party commercial arrangements on Customer's behalf.

11. SECURITY AND ACCESS CONTROLS

11.1 Customer Security Responsibilities: Customer is solely responsible for implementing and maintaining appropriate administrative, technical, and physical safeguards to protect Customer Data, access credentials, the Deployment Environment (including the physical security of any On-Premises

infrastructure), and any systems used to access the Software. This includes, without limitation, firewalls, encryption, authentication controls, backup procedures, and monitoring systems. Customer must ensure that all personnel and Authorized Users comply with these security requirements.

11.2 Access Credentials: Customer shall ensure that all usernames, passwords, API keys, client IDs, client secrets, certificates, access tokens, refresh tokens, and other access credentials for the Software and any Third-Party Services are kept confidential and are not shared with unauthorized individuals. Customer is fully responsible for obtaining, securing, maintaining, rotating, and using all such credentials and for all activities conducted under its accounts, including actions of Authorized Users. Customer must immediately notify Mindbowser of any suspected unauthorized access or credential compromise affecting the Software.

11.3 No Absolute Security Guarantee: Customer acknowledges that no system, platform, or software can be entirely secure and that Mindbowser does not warrant or guarantee that the Software will be free from security vulnerabilities, unauthorized access, breaches, or other security incidents. Customer agrees to implement and maintain its own security measures and to assume responsibility for any consequences arising from security incidents affecting its environment, accounts, or Customer Data.

12. CONFIDENTIALITY

"Confidential Information" means any non-public information disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") that is designated as confidential or that, by its nature, should reasonably be understood to be confidential, including, without limitation, technical data, business plans, strategies, financial information, trade secrets, software, product designs, and customer or patient information. The Receiving Party agrees to protect the Disclosing Party's Confidential Information using at least the same degree of care that it uses to protect its own confidential information, but no less than reasonable care, and to use such information solely for purposes of performing its obligations or exercising its rights under this Agreement. Disclosure of Confidential Information is permitted only to employees, contractors, or agents with a legitimate need to know and who are bound by confidentiality obligations at least as restrictive as those in this Agreement. Confidential Information does not include information that is publicly available, independently developed without reference to the Disclosing Party's Confidential Information, or rightfully obtained from a third party without restriction.

Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information if required by law, regulation, or valid court, governmental, or regulatory order, provided that, where permitted, reasonable prior notice is given to the Disclosing Party and disclosure is limited to the minimum necessary to comply with the applicable legal obligation.

Publicity Clause: Company may identify Customer as a client and use Customer's name, logo, and a high-level description of the services provided in Company's marketing materials, including case studies, website content, and sales collateral. Customer may opt out of such use at any time by providing written notice to Company, and Company will promptly cease any future use. Company will not disclose any confidential information or protected health information in connection with such use.

13. WARRANTIES AND REPRESENTATIONS

13.1 Authority: Each party represents and warrants that it has the full legal authority, capacity, and right to enter into this Agreement, to perform its obligations hereunder, and to grant the rights and Licenses set forth in this Agreement. Customer acknowledges that Mindbowser is relying on this representation in providing the Software and related services.

13.2 Limited Software Warranty: During the Subscription Term (excluding any Trial or Evaluation License period), Mindbowser warrants that the Software will materially conform to the functionality described in the Documentation when used strictly in accordance with this Agreement, the Documentation, and any applicable order or license terms. This limited warranty applies only to properly licensed and authorized use of the Software and does not extend to any other products, services, or configurations not provided or approved by Mindbowser.

13.3 Warranty Exclusions: The limited warranty expressly excludes any issues, errors, or failures resulting from: misuse, improper installation, unauthorized modification, adaptation, or combination of the Software with third-party products, systems, platforms, or services not expressly approved by Mindbowser; Customer's failure to obtain, maintain, or properly configure any required licenses, subscriptions, access credentials, permissions, approvals, contracts, or other rights relating to any Third-Party Services; Customer's or third-party failure to maintain an appropriate technical environment, security configuration, or Deployment Environment (including any Cloud Account or On-Premises infrastructure); improper data, incorrect usage, or actions inconsistent with the Documentation; or any other cause outside Mindbowser's reasonable control.

For clarity, the limited warranty does not apply to any failure, defect, vulnerability, outage, or nonconformance caused by or attributable to Customer's failure to deploy or implement Updates within the timelines specified in this Agreement, Customer's use of any Unsupported Version, or Customer's failure to monitor or act upon notices or communications delivered through a Cloud Marketplace or to Customer's notice address.

13.4 Disclaimer of Warranties: Except for the limited warranty expressly set forth above, the Software is provided "AS IS" and "AS AVAILABLE," and Mindbowser disclaims all other warranties, whether express, implied, statutory, or arising by course of performance, usage, or trade, including, without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, uninterrupted operation, or error-free performance. Customer acknowledges that Mindbowser does not guarantee the Software will meet all Customer requirements, operate without interruption, or be free of defects or security vulnerabilities.

14. INDEMNIFICATION

14.1 Indemnification by Mindbowser: Mindbowser shall indemnify, defend, and hold Customer harmless from any third-party claims, actions, or proceedings alleging that the unmodified Software, as provided by Mindbowser and used in accordance with this Agreement, infringes or misappropriates any valid third party intellectual property rights. Mindbowser's obligation is conditioned upon Customer promptly notifying Mindbowser in writing of any such claim, granting Mindbowser sole control of the defense and settlement of the claim, and providing reasonable cooperation and assistance at Mindbowser's expense. Mindbowser may, at its option, (i) obtain the right for Customer to continue using the Software, (ii) replace or modify the Software to make it non-infringing without materially reducing functionality, or (iii) if neither option is commercially feasible, terminate the Software License and refund any prepaid fees for the affected Software, in accordance with the applicable procedures under the applicable Cloud Marketplace and Private Offer or, for a Direct License, directly by Licensor for prepaid fees covering the unused portion of the Subscription Term, as applicable.

14.2 Exclusions. The indemnity set forth hereinabove does not apply to any claim arising from or relating to:

a. Customer's misuse, alteration, modification, or adaptation of the Software;

b. Use of the Software in combination with products, services, or software not provided or approved by Mindbowser;

c. Customer's failure to implement updates, patches, or fixes provided by Mindbowser that could have prevented the alleged infringement;

d. Customer's violation of this Agreement, applicable laws, or third-party rights in connection with its use of the Software; or

e. any other circumstance outside Mindbowser's reasonable control.

14.3 Indemnification by Customer: Customer shall indemnify, defend, and hold Mindbowser and its affiliates, officers, directors, employees, and agents harmless from any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Customer Data, including its accuracy, legality, or compliance with applicable law; (ii) Customer's unauthorized or unlawful use of the Software; (iii) Customer's breach of this Agreement; (iv)

Customer's failure to obtain or maintain any required licenses, subscriptions, approvals, permissions, contracts, credentials, or other rights relating to any Third-Party Services; or (v) infringement or misappropriation of any third-party rights caused by Customer's use of the Software or any combination with Third-Party Services.

14.4 Indemnification Procedure: A party seeking indemnification ("Indemnified Party") must promptly notify the other party ("Indemnifying Party") in writing of any claim, suit, or proceeding for which indemnification is sought. The Indemnifying Party shall have sole control over the defense and settlement of the claim, provided that no settlement may impose obligations or admit liability on the Indemnified Party without its prior written consent, which shall not be unreasonably withheld. The Indemnified Party shall cooperate reasonably, at the Indemnifying Party's expense, in the defense of the claim and may participate in the defense with its own counsel at its own expense.

15. LIMITATION OF LIABILITY

15.1 EXCLUSION OF CERTAIN DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MINDBOWSER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, LOST REVENUE, LOSS OF BUSINESS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COSTS OF SUBSTITUTE TECHNOLOGY OR SERVICES, EVEN IF MINDBOWSER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 AGGREGATE LIABILITY CAP: TO THE MAXIMUM EXTENT PERMITTED BY LAW, MINDBOWSER'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOFTWARE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY CUSTOMER FOR THE SOFTWARE THROUGH ANY CLOUD MARKETPLACE OR DIRECTLY TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15.3 Basis of the Bargain: Customer acknowledges that the limitations of liability set forth in this Agreement reflect a reasonable allocation of risk, form an essential basis of the bargain between the parties, and apply notwithstanding the failure of any limited remedy.

15.4 Jurisdictional Limitations: Some jurisdictions do not allow the exclusion or limitation of certain damages; in such jurisdictions, the above limitations shall apply to the maximum extent permitted by law.

15.5 Update and Notice Responsibility: Without limiting the foregoing, Mindbowser shall have no liability for any claims, damages, losses, security incidents, data loss, outages, service interruptions, regulatory exposure, or costs arising from or related to (i) Customer's failure to deploy, implement, or timely apply Updates, patches, security fixes, or configuration changes made available by Mindbowser, any Cloud Marketplace, or otherwise communicated to Customer; (ii) Customer's use of any Unsupported Version; or (iii) Customer's failure to monitor, review, or act upon Cloud Marketplace notices or communications (including notices delivered to the email address associated with Customer's Cloud Account or any notice address provided by Customer).

15.6 Third-Party Services Limitation: Without limiting the foregoing, Mindbowser shall have no liability for any unavailability, incompatibility, delay, interruption, failure, data issue, workflow disruption, rejection, denial of access, or other loss or damage arising from or related to any Third-Party Services, Third-Party Providers, or Third-Party Access Credentials, including any modification, suspension, termination, restriction, pricing change, policy change, technical change, API change, or interoperability change made by any Third-Party Provider.

16. TERM AND TERMINATION

16.1 Term: This Agreement shall commence upon Customer's acceptance and shall continue for the duration of the applicable Subscription Term, unless earlier terminated in accordance with this Agreement.

16.2 Termination for Cause: Mindbowser may terminate this Agreement immediately if Customer materially breaches any provision of this Agreement that relates to data security, Customer Data, compliance with applicable laws, or Confidential Information. For other material breaches, Mindbowser may terminate this Agreement if Customer fails to cure the breach within seven (7) days of receiving written notice, or immediately if the breach is incapable of cure. Termination under this Section shall be without prejudice to any other rights or remedies available to Mindbowser at law or in equity.

16.3 Suspension of Access: Mindbowser may, at its sole discretion, suspend or restrict Customer's access to the Software immediately if required by applicable law, regulation, or order of any governmental or regulatory authority. Additionally, Mindbowser may suspend access if Customer's use of the Software poses a risk to the security, integrity, or stability of the Software, the underlying Deployment Environment, or any systems used by Mindbowser or other customers. Suspension may also occur if Customer materially violates any License restrictions or other obligations under this Agreement, or, for a Direct License, for non-payment as set out in Section 7.6. During any period of suspension, Customer shall remain responsible for all fees and obligations under this Agreement, and Mindbowser shall not be liable for any damages or losses resulting from such suspension.

16.4 Effect of Termination: Upon termination or expiration of this Agreement:

- All licenses and rights granted to Customer under this Agreement shall immediately terminate, and Customer shall have no further rights to access or use the Software.
- Customers shall promptly cease all use of the Software and, where applicable, return or securely delete all copies of the Software, Documentation, and any confidential Information provided by Mindbowser.
- **Customer Removal of** Deployed Resources: Customer is solely responsible for terminating, deleting, or deprovisioning all resources in Customer's Deployment Environment associated with the Software (including, as applicable, AWS CloudFormation stacks, Amazon EC2 instances, and load balancers, or Google Cloud deployments, Compute Engine instances, Google Kubernetes Engine (GKE) clusters, and Cloud Load Balancing resources, or Microsoft Azure resource groups, virtual machines, Azure Kubernetes Service (AKS) clusters, and load balancers, and, for On-Premises deployments, all installed copies, container images, and virtual machine images of the Software) upon termination of this Agreement. Customer acknowledges that failure to remove such resources may result in continued infrastructure charges from the applicable Cloud Provider, for which Licensor shall have no liability.
- **Retention of Compliance Data:** Customer acknowledges that certain cloud resources (including, as applicable, Amazon S3 buckets, AWS KMS keys, and log groups, or Google Cloud Storage buckets, Cloud KMS keys, and Cloud Logging log buckets, or Azure Storage accounts, Azure Key Vault keys, and Azure Monitor Log Analytics workspaces, or equivalent On-Premises storage, keys, and logs) may be configured with deletion protection or retention policies to preserve audit trails for compliance purposes ('Retained Resources'). Upon termination, ownership and responsibility for such Retained Resources remain solely with the Customer. Customer is responsible for managing, archiving, and deleting Retained Resources in accordance with its own data retention policies. Licensor shall have no liability for storage fees, security, or data management of Retained Resources following termination.

Notwithstanding the termination or expiration of this Agreement, all provisions that by their nature or express terms are intended to survive—such as ownership, confidentiality, data security, indemnification, warranties, limitations of liability, and governing law, shall survive and remain in full force and effect.

16.5 Refunds: For Marketplace Purchases, any refunds shall be governed exclusively by the policies of the applicable Cloud Marketplace. For Direct Licenses, fees are non-refundable except as expressly stated in this Agreement or the applicable Order Form.

17. PURCHASE CHANNELS AND PRECEDENCE

17.1 Purchase Channel Governance: For Marketplace Purchases, the terms of the applicable Cloud Marketplace shall govern ordering, billing, invoicing, payments, and refunds. For Direct Licenses, the applicable Order Form and Section 7 shall govern ordering, billing, invoicing, payments, and refunds.

17.2 No Conflict Intended: This Agreement is intended to align with, and not conflict with, the terms of any Cloud Marketplace. In the event of a direct conflict regarding billing or payment matters, the terms of the applicable Cloud Marketplace shall control for Marketplace Purchases, and the applicable Order Form shall control for Direct Licenses. An Order Form shall control over this Agreement only with respect to pricing, licensed scope, Subscription Term, and payment terms; in all other respects, this Agreement shall control.

Notwithstanding the foregoing, any separately executed Business Associate Agreement, support agreement, service level agreement, or deployment-specific addendum between the parties shall govern with respect to its expressly stated subject matter in the event of a direct conflict with this Agreement, provided that such document is duly executed by authorized representatives of the parties.

17.3 Multiple Purchase Channels: If Customer procures subscriptions to the Software through more than one Purchase Channel (including more than one Cloud Marketplace, or a Cloud Marketplace and a Direct License), each subscription is governed by this Agreement together with the terms of the Purchase Channel through which that subscription was procured, and the fees, Subscription Term, billing, refunds, and notices for each subscription shall be determined by reference to that Purchase Channel.

17.4 Cloud Providers Not Parties: Customer acknowledges that this Agreement is between Customer and Licensor only. No Cloud Provider is a party to this Agreement (including where the Software is deployed in a Cloud Account under a Direct License), and no Cloud Provider has any obligation or liability to Customer under this Agreement with respect to the Software.

18. AUDIT AND COMPLIANCE VERIFICATION

Upon providing reasonable prior notice and during normal business hours, Mindbowser may audit Customer's use of the Software solely to verify compliance with the terms of this Agreement, including the number of Authorized Users and licensed connections, geographic scope, and License restrictions. Such audits may include review of records, logs, or other documentation reasonably necessary to confirm proper use of the Software. Audits shall be conducted in a manner designed to minimize disruption to Customer's normal business operations and shall not unreasonably interfere with Customer's systems or workflows. If an audit reveals non-compliance, Customer shall promptly remediate such non-compliance and reimburse Mindbowser for reasonable audit costs where material violations are found.

19. EXPORT CONTROL AND SANCTIONS

Customer acknowledges that the Software may be subject to U.S. export control and sanctions laws and agrees to comply with all applicable export regulations. Customer represents that it is not located in, controlled by, or acting on behalf of any restricted or sanctioned entity. Customer shall not use or export the Software for prohibited end uses, including nuclear, missile, or chemical/biological weapons applications.

20. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent such failure or delay is caused by events beyond its reasonable control, including,

without limitation, acts of God, natural disasters, fire, flood, earthquake, pandemic, strikes, labor disputes, civil unrest, acts of terrorism, governmental actions, or failures of third-party or internet infrastructure (each, a “Force Majeure Event”). The affected party shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and use commercially reasonable efforts to mitigate its effects.

Notwithstanding the foregoing, Customer’s obligation to pay fees due under this Agreement shall continue in full and shall not be suspended, delayed, or excused for any reason, including a Force Majeure Event.

21. ASSIGNMENT

Customer may not assign or transfer this Agreement without Mindbowser’s prior written consent. Mindbowser may assign this Agreement without restriction.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Delaware, without regard to conflict of law principles. Any legal action shall be brought exclusively in the state or federal courts located in Delaware.

23. NOTICES

Notices shall be in writing and deemed given when delivered by recognized courier or electronic mail to the addresses on record.

Cloud Marketplace Notices: For Marketplace Purchases, Customer acknowledges that notices, announcements, deprecation warnings, end-of-support notices, security advisories, and update notifications may be delivered through the applicable Cloud Marketplace (including through Cloud Marketplace communications and to the email address associated with Customer’s Cloud Account). Customer is solely responsible for maintaining accurate and current contact information in the applicable Cloud Marketplace and Cloud Account and for monitoring and reviewing such notices.

Direct License Notices: For Direct Licenses, invoices, payment reminders, suspension notices, security advisories, update notifications, and other notices may be sent to the billing and notice email addresses specified in the applicable Order Form or provided by Customer through the Software. Customer is solely responsible for keeping these addresses accurate and current and for monitoring and reviewing such notices.

Deemed Delivery: Any notice or communication delivered via a Cloud Marketplace, or sent by Mindbowser to the Customer email address on record with the applicable Cloud Marketplace or otherwise provided by Customer for notices, will be deemed received on the date it is sent, regardless of whether Customer actually reads it.

24. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement, together with any applicable Cloud Marketplace listing, Private Offer, or Order Form, constitutes the complete and exclusive agreement between the parties regarding the Software and supersedes all prior agreements. Mindbowser may update this Agreement for future Subscription Terms by providing notice through the applicable Cloud Marketplace, by email to Customer’s notice address, or through the Software interface.

25. SURVIVAL

Any provisions of this Agreement which by their nature should survive termination or expiration shall survive, including without limitation provisions relating to ownership and intellectual property rights, confidentiality, disclaimers of warranties, limitations of liability, indemnification obligations, governing law, audit rights, and compliance obligations.

26. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be enforced to the maximum extent permissible, and the remaining provisions shall remain in full force and effect.

27. WAIVER

The failure of either party to enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision unless expressly stated in writing. Any waiver granted shall be limited to the specific instance and shall not constitute a continuing waiver.

28. RELATIONSHIP OF THE PARTIES

The parties are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, or fiduciary relationship. Neither party has authority to bind the other or incur obligations on the other's behalf.

29. COMPLIANCE WITH LAWS

Each party shall comply with all applicable laws, rules, and regulations in connection with its performance under this Agreement. Customer represents that it shall not use the Software in violation of anti-bribery or anti-corruption laws. Customer shall not permit access to the Software by any individual or entity prohibited under applicable export or sanctions laws. Upon request, Customer shall certify compliance with export control obligations.

30. INTERPRETATION AND CONSTRUCTION

- The headings and titles in this Agreement are for convenience only and shall not affect the interpretation of any provision.
- This Agreement shall not be construed against the drafter, and each party has participated in the negotiation and drafting of this Agreement.
- The word "including" means "including without limitation" and shall not limit the generality of any preceding words.
- Words in the singular include the plural and vice versa, as the context requires.
- References to a person include individuals, corporations, partnerships, limited liability companies, associations, governments, and other legal entities.
- References to any law, statute, regulation, or rule shall include all amendments, modifications, or replacements of such law, statute, regulation, or rule from time to time in effect.
- References to time shall be to the local time where Mindbowser's principal office is located, unless otherwise expressly stated.
- All monetary amounts are in U.S. dollars unless otherwise specified.
- References to this Agreement include all Exhibits, Schedules, and other documents expressly incorporated by reference.

31. ELECTRONIC ACCEPTANCE

Customer agrees that acceptance of this Agreement by electronic means, including clicking an acceptance button or using the Software, constitutes a valid and binding agreement.

32. MODIFICATIONS AND FUTURE VERSIONS

Mindbowser may revise this Agreement from time to time. Updated versions shall apply prospectively to future Subscription Terms. Material changes will be communicated through the applicable Cloud Marketplace, by email to Customer's notice address, or through the Software interface.

ACCEPTANCE

BY INSTALLING, ACCESSING, OR USING THE SOFTWARE, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.