THIS AGREEMENT IS A LEGAL DOCUMENT. READ IT CAREFULLY WHILE COMPLETING THE PROCESS OF REGISTERING A NEW INTUIFACE ORGANIZATION AND YOURSELF AS THE OWNER OF THAT ORGANIZATION AND BEFORE USING ANY SOFTWARE COMPONENT OF THE INTUIFACE PLATFORM. IT PROVIDES A LICENSE TO USE THE SOFTWARE AND CONTAINS WARRANTY INFORMATION, LIABILITY DISCLAIMERS, AND OTHER INFORMATION RELATED TO THE PROCUREMENT OF THE SOFTWARE.
BY COMPLETING THE REGISTRATION PROCESS, YOU ARE CONFIRMING ACCEPTANCE OF THE SOFTWARE AND AGREEING, AS A USER, TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT AND INTUILAB'S PRIVACY POLICY (AS DEFINED BELOW).
IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE THE TERM "USER" SHALL REFER TO SUCH ENTITY. ANY OTHER USER WHO ACCEPTS AN INVITATION TO THIS INTUIFACE ORGANIZATION WILL BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT COMPLETE THE REGISTRATION PROCESS: THE COMPANY WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU. YOU MUST NOT INSTALL OR USE THE SOFTWARE OR DOCUMENTATION.

1.   Definitions

(a)   "The Company" means Intuilab SAS.

(b)   "Software" means all or any of the following components: Intuiface Composer, Intuiface Player, Intuiface Cloud (including the Analytics, Headless CMS, Share & Deploy, Organization Management, and API Explorer features), and any Intuiface Extension software supplied by The Company herewith, and all Updates thereto.

(c)   "Subscription" means the right to use certain components of the Software over a specific duration, which can be monthly, annual, or otherwise.

(d)   "User" means an individual or other legal entity bound by the terms of the Agreement.

(e)   "Organization" means a grouping of Users, Subscriptions, Experiences, and other Intuiface-related information. An Organization is created during the Intuiface Registration process.

(f)   "Profile" means User information, including the email address, first and last names, credentials (such as a password) chosen by the User to access the Software, and the User's role in the Organization.

(g)   "Owner" means a specific role of a User. There is always one and only one Owner in an Organization. The User with the Owner role is considered the legal representative of the Organization vis-à-vis The Company. By default, the Owner role is assigned to the User who has registered the Organization and can be reassigned to a different User at any time.

(h)   "Experience" means the Content and the Experience description files produced or included by the Software for the User as the result of the Software's authoring step.

(i)   "Content" means any data, text, links, video, audio, artwork, graphics, images, software code, or any other content directly or indirectly used in or generated by an Experience.

(j)   "Documentation" means documentation, user manuals, handbooks, and other materials describing the Software's use, design, installation, operation, and maintenance, whether in a printed or digital form.

(k)   "Agreement" means this present document.

(l)   "Party" means The Company or the Organization.

(m)   "Parties" means The Company and the Organization.

(n)   "Third Party" means a party that is neither The Company nor the Organization.

(o)   "Privacy Policy" means The Company's privacy policy, available at www.intuiface.com/privacy-policy.

(p)   "Harmful Code" is a piece of software that contains any "back door," "drop dead device," "time bomb," "Trojan horse," "virus," or "worm" (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (a) disrupting, disabling, harming, or otherwise materially impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (b) damaging or destroying any data or file without user's consent.

(q)   "Personal Information" - also known as personally identifiable information (PII) and personal data – broadly refers to information that can be used to identify, locate, or contact an individual, alone or when combined with other personal or identifying information.

2. Licenses

(a) The Agreement governs the rights to use the following components of the Software:

1. Intuiface Composer, enabling the authoring of Experiences on a given computer;
2. Intuiface Player, enabling the execution of one Experience directly or indirectly (e.g., from within a web page) on a given device;
3. Intuiface Cloud, consisting of the following components:
    i. Analytics, enabling the transfer of data collected from one Experience executing on a given device to The Company database server in the cloud, the visualization of these data as charts within dashboards, the export of these data, and the sharing of such dashboards;
    ii. Headless CMS, enabling the upload, organization, and storage of User Content in the cloud and access to that Content from an Experience;
    iii. Share & Deploy, enabling the sharing and deployment of Experiences and the remote management of the Software and Experiences via a web browser;
    iv. Intuiface API Explorer, enabling the exploration of API-accessible information and the direct importation of that information into Intuiface Composer;
    v. Organization Management, enabling the purchase and management of Subscriptions, the management of Users, and the remote storage of User Experiences, should the Organization elect to use this component;
4. Any Intuiface Extension, extending Intuiface capabilities with any licensed components of the Software;
5. Intuiface Platform, bundling Intuiface Cloud, Intuiface Composer, and Intuiface Player.

(b) The Company may, at its sole discretion, grant the Organization a Commercial License, a Trial License (i.e., Intuiface Platform Trial), or an NFR (Not For Resale) License for the Software..

(c) The Commercial License Terms apply to the use of the Software if the Organization has acquired a Commercial License for the Software. The NFR (Not For Resale) License Terms apply to the use of the Software if the Organization has been provided with an NFR License for the Software by The Company. The Trial License Terms apply to the use of the Software not covered under any NFR Licenses or Commercial Licenses the Organization may have.

(d) The Organization shall maintain the Profile credentials chosen by Users as personal and confidential. The User is solely responsible for protecting their Profile credentials from unauthorized use and for any and all actions taken using them.

(e) **Use Restrictions**: User shall not, directly or indirectly:

1. use (including making any copies of) the Software beyond the scope of the license granted under this Section;
2. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Software or any part thereof;
3. except as expressly permitted by The Company, incorporate the Software or any part thereof in any other software;
4. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;
5. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;
6. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to The Company's commercial disadvantage;
7. tamper with, circumvent, or attempt to circumvent any licensing mechanism or security features of the Software, including but not limited to trying to manipulate or disable features that are designed to ensure compliance with the terms of the Agreement or facilitating unauthorized access or use of the Software beyond the licensed rights granted herein.

3. Commercial License Terms

(a) The Company grants the Organization a non-exclusive, non-sublicensable, non-transferable (except as provided below), personal, limited right to use the Software and any Asset supplied by The Company only in accordance with the terms and conditions set forth herein. The Organization agrees not to transfer, assign, rent, lease, sublicense, lend, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any other person or entity whether or not over a network or on a hosted basis, including in connection with the internet or any Web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service

bureau, software as a service, cloud, or other technology or service, except as expressly provided herein, and that any attempt to do so in any other way shall render the Commercial license null and void.

(b)   The Company grants the Organization the right to loan their Subscriptions (and associated license rights for the Software) to another Organization.

4.   Trial License Terms

(a)   The Company grants the Organization a non-exclusive, non-transferable, non-sublicensable, royalty-free, limited right to use the Software and any Asset supplied by The Company only for evaluation purpose and only in accordance with the terms and conditions set forth herein. The Organization agrees not to transfer, assign, rent, lease, sublicense, lend, publish, transfer, or otherwise make available the Software or any features or functionality of the Software to any other person or entity whether or not over a network or on a hosted basis, including in connection with the internet or any Web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service, and that any attempt to do so in any other way shall render the Trial license null and void.

(b)   The Software has limitations, including the obligation to always be connected to the internet during its usage. These limitations may be stated on The Company website, in accompanying Documentation, or during the execution of the Software. If the Organization wishes to use the Software without these limitations, the Organization needs to acquire a Commercial License.

(c)   Restriction on Commercial Use:
The Trial License granted under this agreement is intended solely for the purpose of evaluating and testing the functionality of the Software. The Licensee is strictly prohibited from using the Software, or any content, projects, or results generated through its use, for any commercial purpose, including but not limited to production environments, client presentations, revenue-generating activities, or business operations of any kind. The Trial License is provided exclusively for evaluation purpose, and any use beyond this scope requires the acquisition of a Commercial License.

5.   NFR (Not For Resale) License Terms

(a)   The Company grants the Organization a non-exclusive, non-transferable, non-sublicensable, limited license to use the Software and any Experiences supplied by The Company only for promotional and/or review purposes and only in accordance with the terms and conditions set forth herein. The Organization agrees not to transfer, assign, rent, lease, sublicense, lend, publish, transfer, or otherwise make available the Software, or any features or functionality of the Software or any features or functionality of the Software to any other person or entity whether or not over a network or on a hosted basis, including in connection with the internet or any Web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service, and that any attempt to do so in any other way shall render the NFR License null and void.

(b)   If the Organization wishes to use the Software for purposes other than the stated ones, the Organization needs to acquire a Commercial License to use the Software. The Company may, at its sole discretion, decide to extend the Organization the allowed usage of the Software beyond the stated uses and will inform the Organization thereof by contacting the Owner by email or in writing.

6.   Ownership

(a)   The Company shall remain the owner of the Software and Experiences supplied and of all the subsequent copies made, in whatever medium, by or for the Organization except for embedded Open Source Software.

(b)   The Software and Experiences supplied by The Company, together with all its associated Documentation, remain the copyright of The Company except for embedded Open Source software.

(c)   Parts of the Software are protected by U.S. Patent No. 8,390,577.

(d)   All rights, titles, and interests in the Organization's Experiences shall remain the exclusive property of the Organization. The Organization grants no license or ownership interest to The Company concerning the Organization Experiences except as expressly set forth herein.

(e)   The Organization acknowledges that The Company is the sole and exclusive owner of all rights, titles, and interests in and to The Company Software, The Company Experiences, and the Documentation, including, without limitation, all copyrights, trademarks, patents, trade secrets and other intellectual property rights related thereto. Nothing contained herein shall create, nor shall be construed as, an assignment to the Organization of any right, title, or interest in or to The Company Software, The Company Experiences, or the Documentation; it being acknowledged that all rights, titles, and interests in and to The Company Software, The Company Experiences, and the Documentation are

expressly reserved by The Company. The Organization agrees it will do nothing inconsistent with The Company's ownership of, or rights in, The Company Software, The Company Experiences, or the Documentation.

7. Limited Warranties

(a) The Company warrants that, for thirty (30) days from the installation date and when used with a recommended hardware configuration, the Software will substantially comply with the Documentation supplied with the Software. The warranties set forth in this Section will not apply and will become null and void if a User breaches any material provision of the Agreement or if a User, whether or not in violation of the Agreement: (i) modifies or damages the Software; or (ii) misuses the Software, including any use of the Software other than as specified in the Documentation.

The Organization expressly agrees that software is never entirely free of flaws.

THE COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET THE ORGANIZATION'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. EXCEPT AS SET FORTH IN THE PRECEDING LIMITED WARRANTY, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. IF APPLICABLE LAW IMPLIES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY.

(b) No oral or written information or advice given by The Company, its dealers, distributors, agents, or employees shall create a warranty or in any way increase the scope of this warranty.

(c) The Organization's sole and exclusive remedy for a breach of the warranties set forth in paragraph (a) above is to cease to use the Software and return a copy of the Organization's invoice and a description of the problem. The Company will use reasonable commercial efforts to supply the Organization with a replacement copy of the Software that substantially conforms to the Documentation. The Company shall have no responsibility if the Software has been altered in any way or if failure arises from using the Software with anything other than a recommended hardware configuration.

8. Maintenance, Support, and Update Services ("Services")

(a) The Company shall provide to the Organization, at no additional charge, Services in accordance with the following:

1. User Assistance: A User may submit information requests related to the Software via The Company Support website (https://support.intuiface.com) to The Company to ask routine questions or seek advice about the normal use and functioning of the Software. If The Company decides in its sole judgment to act upon a request, The Company will provide reasonable assistance to the User in utilizing the Software and in identifying and providing solutions or alternatives, if possible, for problems found therein. Assistance will be provided via The Company Support website.

2. Software Issue Reporting: A User may submit to The Company software service requests identifying potential issues in the Software. Requests must be in writing and directed to The Company via The Company Support website. The Company retains the right to determine the final disposition of all requests and will inform the User of the disposition of each request. If The Company decides in its sole judgment to act upon a request, it will provide an Update as described below.

3. Software Updates: As permanent solutions are developed for known Software issues, The Company may incorporate them from time to time in scheduled Updates. These Updates may also include enhancements and extensions or other changes to the Software as determined by The Company to be suitable for the Organization's use of the Software. The Company will provide the Organization that benefits from the Services with such Updates as they are released. The Company may develop and provide Updates at its sole discretion. The Organization agrees that The Company has no obligation to develop any Updates at all or for particular issues. The Company will provide instructions and/or Documentation that The Company considers reasonable and necessary to assist in a smooth transition to using a new Update. Updates can be applied to any version of the Software, whether Trial, Commercial, or NFR. Maintenance, Support, and Update Services do not include any new version or new release of the Software that The Company may issue as a separate or new product. The Company may determine whether any issuance qualifies as a new version, new release, or Update at its sole discretion.

(b) The Company shall not be obligated to provide Services to the Organization if any of the following occur:

1. The Organization fails to maintain all associated system hardware and software at the latest code revision level deemed necessary by The Company for the proper operation of the Software;
2. The Organization fails to incorporate all Updates to the Software as provided to the Organization by The Company;
3. The Organization or Third Party modifies the Software;
4. The claimed defect, error, or malfunction was caused, in whole or in part, by individuals other than The Company, by negligence or misuse of the Software by Users or by products, equipment, or software other than the Software;
5. The Company discontinues the line or component of Software as to which the Organization requests Services, provided The Company provides to the Organization fifteen (15) day notice of such discontinuation;
6. The Organization is in breach of the Agreement.

(c) The Company shall not be required to perform any Services at the Organization's premises. If the Organization requests on-site services, he/she shall pay The Company at The Company's current per diem rate plus reasonable travel and lodging expenses and related costs.

9. Limitations of Damages

(a) NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OR CORRUPTION OF CONTENT, DATA OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF IT OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) THE TOTAL LIABILITY OF EACH PARTY FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, WILL BE LIMITED TO THE AMOUNT PAID BY THE ORGANIZATION FOR THE SOFTWARE UNDER THE AGREEMENT, EXCEPT THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE AMOUNTS SPECIFIED IN §10.a BELOW.

(c) The Company will not be responsible or liable to the Organization or deemed in default or breach hereunder because of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Organization equipment, loss and destruction of property, or any other circumstances or causes beyond The Company's reasonable control.

10. Patent Infringement

(a) The Organization agrees to promptly notify The Company in writing of any action or claim based on patent infringement by using the unmodified Software delivered by The Company. The Company agrees that, if notified promptly in writing of any legal action (and/or any demand prior to such action) dealing with the infringement of a patent by the use by the Organization of the unmodified Software as delivered by The Company, The Company shall defend and pay the resulting costs, damages and interest finally awarded by a court of competent jurisdiction against the Organization as a result of, or for amounts paid by the Organization under a settlement of, a claim against the Organization, on the condition that The Company is given the sole control of the defense and/or all related negotiations to reach an amicable settlement, and that the Organization cooperates fully to the extent necessary, and executes all documents needed for the defense of such claim, provided further that any settlement unconditionally releases the Organization of all liability. This §10.a shall survive the termination of the Agreement. The Company shall have no liability to the Organization under this Section: (i) if any infringement is based upon the Organization's use of the Software in combination with any software not furnished by The Company, (ii) if the Software is used in a manner for which it is not designed or permitted, (iii) if the Organization fails to timely implement any Update or modification, or replacement of any Software made available to the Organization by The Company; or (iv) if the infringement is based upon modifications of the Software by party other than The Company.

(b) If a final injunction is obtained against the Organization's use of the Software by reason of such infringement, or if, in The Company's opinion, the Software is likely to become the subject of a claim for such infringement, The Company may at its choice and its expense, either (i) obtain for the Organization the right to continue using the Software, or (ii) replace or modify the Software in such a way that it ceases to be in infringement of a patent, or if, in the judgment of

The Company, if (i) and (ii) are not feasible, to terminate the Agreement and credit the Organization with a sum equal to the net according value of the said Software, normal depreciation shall be taken into account.

(c) The remedies set forth in this Section 10 shall be the Organization's sole and exclusive remedies in the event of a successful claim of infringement.

11. Internet Connectivity and Privacy

(a) *Automatic connection to the internet*. The Software, when in use, may cause the Organization's device, without notice, to automatically connect to the internet and communicate with The Company website or The Company domains for purposes such as license validation and providing the Organization with additional information, features, or functionality. Unless otherwise specified in §11.b to §11.e, the following provisions apply to all automatic internet connections by the Software when in use:

1. Whenever the Software makes an internet connection and communicates with The Company website, whether automatically or due to explicit User request, the Privacy Policy shall apply. The Privacy Policy allows tracking of The Company website visits.
2. Whenever the Software connects to The Company over the internet, certain Organization information is collected and transmitted by the Software to The Company pursuant to the Privacy Policy.
3. If a User accesses The Company's online service or activates or registers the Software, then additional User information may be transmitted to and stored by The Company pursuant to the Privacy Policy.
4. As permitted by applicable law or as consented to by the Organization, The Company may (a) send Users transactional messages to facilitate The Company's online services or the activation or registration of the Software or The Company's online service, or (b) deliver in-product marketing to provide information about the Software and other Company services using information including but not limited to version of the Software, and license status.

(b) *Updating*. The Software, when in use, may cause the Organization's device, without additional notice, to automatically connect to the internet (intermittently or regularly) to (a) check for Updates that are available for download to and installation on the device and (b) notify The Company of the results of installation attempts.

(c) *Activation*. When in use, the Software may require the Organization to (a) activate or reactivate the Software or (b) register the Software. Such a requirement may cause the Organization's devices to connect to the internet without notice on installation, launch, or a regular basis thereafter. Once connected, the Software, when in use, will collect and transmit information to The Company. The Company may also receive information to detect or prevent fraudulent or unauthorized use not in accordance with a valid subscription. Failure to activate or register the Software, validate the subscription, or a determination by The Company of fraudulent or unauthorized use of the Software may result in reduced functionality, inoperability of the Software, or termination of the subscription. The Company will notify the Organization of any such termination or suspension.

(d) *Deactivation*. The Organization may deactivate and uninstall the Software from its device. Deactivation requires internet connectivity.

(e) *Use of online services.* The Software, when in use, may cause the Organization's device, without additional notice and on an intermittent or regular basis, to automatically connect to the internet:

1. to facilitate the Organization's access to Experiences and services that The Company or Third Parties provide.
2. to send data to services that The Company provides in the context of Analytics.

(f) The Organization shall notify The Company immediately of any security breach or unauthorized use of User Profiles. Although The Company will not be liable for the Organization's losses caused by unauthorized use of the User Profile, the Organization may be liable for the losses incurred by The Company due to unauthorized use.

(g) Each Party agrees not to use, for its benefit or the benefit of any Third Party, except as expressly permitted by the Agreement, nor disclose to any Third Party (except as required by law or pursuant to a court decree or the Party's attorneys, accountants or other professional advisors as reasonably necessary) any Confidential Information of the other Party (as defined below) and shall take reasonable precautions to protect the confidentiality of such information. "Confidential Information" means any material or information disclosed by the Organization to The Company, either directly or indirectly, where the confidentiality or proprietary nature of such material or information is reasonably apparent under the circumstances, including, without limitation, the Organization Experiences. The Software constitutes Confidential Information of The Company. This §11.f shall survive the termination of the Agreement. The foregoing shall not prohibit or limit either Party's use of information: (i) previously known to it; (ii) independently developed by it without reference to the other Party's Confidential Information; (iii) acquired by it from a Third Party without continuing restriction on use; or, (iv) which is or becomes, publicly available through no breach by it of the Agreement.

(h) The Company will not be responsible or liable for any Personal Information contained in or collected by any Organization Asset.

12. Limitations on Use of Intuiface Cloud

Should the Organization elect to use the Analytics, Headless CMS, or Share & Deploy components of Intuiface Cloud:

(a) The Organization shall be solely responsible for all activity associated with its Users, including, without limitation, any Organization Experiences stored on Intuiface Cloud.

(b) The Organization represents and warrants that all Organization Experiences that are published to the Intuiface Cloud shall be the Organization's wholly original material (except for material that the Organization is using with the permission of its owner), does not infringe any copyright, trademark, or other rights of any Third Party including without limitation any rights of privacy or publicity, does not contain any Harmful Code, and is not forbidden by the laws of the Organization country of residence. The Organization agrees to indemnify, defend, and hold The Company, its officers, directors, members, managers, employees, affiliates, shareholders, agents, successors, and representatives harmless from and against any and all liabilities, losses, damages, claims, debts, investigations, fines, penalties, costs, expenses and settlements (including attorneys' fees) arising out of or related to any breach of the foregoing warranty.

(c) The Organization will not use Intuiface Cloud to collect, manage, or process sensitive information, and The Company will have no liability of any kind if the Organization breaches this requirement.

(d) The Organization shall be solely responsible for keeping a duplicate or backup copy of all Organization Experiences; The Company does not accept any responsibility or liability for the loss of any Organization Asset.

(e) The Organization grants The Company access to the Organization Asset's metadata to aid in enhancing the Software, independent of the Organization's usage. The Organization grants The Company a limited, royalty-free, non-exclusive right to process the Organization Experiences solely as necessary to provide the Services for the Organization's benefit as provided in the Agreement.

(f) The Company reserves the right to limit the size of the storage for an Organization on Intuiface Cloud if unfair use of this storage is discovered. "Unfair use" includes but is not restricted to excessive storage of Content unrelated to the Organization's business or storage of Content deemed excessively large, all in the judgment of The Company.

13. Subscription Policy

(a) *Subscription price*: Subscription cost can vary based on duration, quantity, and the geographic location of the purchaser. If any Subscription is purchased at prices other than those linked to the geographic location of a purchasing agent, The Company will cancel the purchase and enforce the appropriate Subscription cost. There are no exceptions. The Company may change the price for any Subscription at any time and will communicate these price changes to Organizations by email at least 15 days before the price change. Price changes for active subscriptions will take effect at the start of the next subscription period following the price change date. If an Organization disagrees with the price changes, the Organization has the right to reject the change by cancelling active subscriptions before renewal.

(b) *Delivery Policy*: Upon receipt of an Organization purchase order, the Owner will receive an invoice from The Company by email containing instructions on how to access the Subscription(s) purchased in the Software. The receipt by the Owner of the email will constitute delivery by The Company to the Organization of the Subscription(s) purchased. The Owner must contact The Company within five (5) days from the order date if no email from The Company containing instructions on how to access the Subscription(s) purchased in the Software was received. Beyond those five (5) days, the Subscription(s) purchased will be considered received and delivered to the Organization.

(c) *Subscription Renewal and Termination*: Subscription renewal is automatic; the Organization must opt out of subscription renewal from the Subscription Management section of the Organization Management online feature. A grace period of five (5) days is granted from the subscription expiration date to handle any renewal payment issues in order to prevent any undesired business-related disruption due to subscription termination.

(d) *Refund Policy*: Refund requests for subscription renewals will be accepted up to a maximum of fourteen (14) days post-purchase in the EU and seven (7) days post-purchase everywhere else globally. Each Subscription is considered separately.
Organizations are reminded:
   1. Use the 28-day Trial to fully assess the Software to ensure it meets the Organization's needs. Repeated refund requests will result in Organization closure at The Company's discretion.

2. Subscription renewal cancellation can be done in advance. See the previous section, Subscription Termination.
3. Composer or Player must not be run more than once during the new subscription period for refund entitlement.

To request a refund for a purchase made over the Internet, email sales [at] intuiface [dot] com containing the Organization purchase reference number and license details.

14. Promotion of the Organization Use

(a) As a proof point for the effectiveness of Intuiface, The Organization grants The Company the right to post the company logos of the Organization to the Intuiface website and any other promotional material.

(b) No statements will be attributed to these companies, and logos will be removed from circulation immediately upon request.

15. Agreement Termination

(a) The term of the Agreement begins at the Agreement acceptance date and is for an indeterminate period. Either Party may terminate the Agreement in the event of a material breach by the other Party by providing notice to the other Party unless the other Party cures the breach within thirty (30) days from the date of the notice of the violation.

(b) In the event of a termination of the Agreement, the Organization shall cease all use of the Software and certify to The Company in writing within eight (8) days from the date of termination that all use of the Software has been ceased.

16. Legal Government of the Agreement

(a) The Agreement shall be governed by the laws of France. In the case of any claim, litigation, or other dispute regarding the interpretation or the execution of the Agreement, including termination, the Parties agree to attempt to come to an amicable arrangement through a conciliation process. They shall have remedy, in the case where it is necessary, to the arbitration of a mutually acceptable expert appraiser. However, if the disagreement persists, the Parties consent to the jurisdiction of the Tribunal de Commerce de Toulouse, France. This jurisdiction will apply equally to any injunction or incident request or where there is a plurality of Requesters or Defenders.

(b) The Agreement contains the complete agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. All questions concerning the Agreement shall be directed to The Company at https://support.intuiface.com.

17. Validity of the Agreement

(a) The invalidity or inefficacy of whatever clause of the Agreement shall not affect the validity or efficacy of the other terms of the Agreement.

(b) If a clause of the Agreement might be declared null and void in part or whole by any court, the Parties agree to come together to substitute a valid clause to the same effect. It shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(c) The omission or the waiving by one or the other of the Parties of the execution of a particular clause or the exercising of any right whatsoever stemming from the Agreement shall not constitute a precedent, novodamus, or a renunciation relative to the future execution of any clause or the future exercise of any right accorded under the Agreement, or the non-respect of its clauses.

(d) The terms of the Agreement may not be altered except by annexes duly signed by the Parties.

(e) Any and all notices shall be in writing (including fax or email) and shall be given to the Party by delivery via a Third Party overnight express mail service, fax, or email. Notice shall be deemed effective immediately upon personal delivery or delivery by a recognized commercial overnight courier or upon confirmation of successful transmission in the case of a fax or email transmission.

(f) The Agreement, together with all schedules and exhibits attached hereto, constitutes the sole and entire agreement between the Organization and The Company with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.