

END USER LICENSE AGREEMENT

This End User License Agreement ("Agreement" or "EULA") is entered into by and between Mindbowser Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at _____ ("Mindbowser," "Licensor," "we," or "us"), and the individual or legal entity that accesses, installs, downloads, or otherwise uses the Software, as defined hereinunder ("Customer," "Licensee," or "you").

This Agreement governs Customer's access to and use of the connectthehealth.ai software platform and related components made available through AWS Marketplace, 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. **“AWS Marketplace”** means the Amazon Web Services online marketplace through which the Software is listed, licensed, billed, and distributed.
- 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. **“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.
- 1.6. **“License”** means the non-exclusive, non-transferable right, without any right to sub-license, to install and use a Software (in object code form).
- 1.7. **“Private Offer”** means a customized commercial offer made by Mindbowser through AWS Marketplace with pricing, duration, or usage terms that differ from standard public listings.
- 1.8. **“Subscription Term”** means the fixed duration during which Customer is authorized to use the Software, as specified in the applicable AWS Marketplace listing, order, or Private Offer.
- 1.9. **“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.

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 AWS Marketplace, Mindbowser 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.

- 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 **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.
- 2.4 **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, subscription plan, or AWS 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 AWS 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, 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 other commercial service offering designed primarily to provide the functionality of the Software to third parties, except as expressly authorized in writing by Mindbowser;
- 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.

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, or functionalities will be maintained or available indefinitely.

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 Private Offer. Support is limited to assisting Customer and Authorized Users in using the Software as intended and does not include support for any modifications, integrations, or third-party systems unless explicitly agreed in writing.

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 and Enhancements:** Mindbowser may, at its discretion, provide updates, patches, bug fixes, or enhancements to the Software. All such updates, whether provided automatically or upon request, shall be considered part of the Software and are subject to the terms of this Agreement. Updates may include improvements, new features, or modifications to existing functionality designed to enhance performance, security, or compatibility. Mindbowser is not obligated to provide any updates, and may modify, suspend, or discontinue updates or enhancements at any time. Customer agrees to implement or accept any updates provided to maintain the Software in compliance with this Agreement and to benefit from the latest functionality and security improvements.

7. FEES, BILLING, AND PAYMENTS

- 7.1 **AWS Marketplace Governance:** 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 AWS Marketplace. Customer is responsible for complying with all applicable AWS Marketplace requirements and for maintaining an active AWS Marketplace account in good standing in order to access and use the Software
- 7.2 **No Direct Payment Obligations:** Customer acknowledges and agrees that Mindbowser does not directly invoice, charge, or collect any fees for the Software under this Agreement. All payments and related obligations are handled solely through AWS Marketplace in accordance with its billing and payment policies. Customer's use of the Software is conditioned upon timely and proper payment through AWS Marketplace, as required by AWS Marketplace terms.

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 or interoperate with third-party software or open-source components. Such components are subject to their respective license terms, which shall govern solely with respect to those components.

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 all necessary consents, authorizations, and permissions from data subjects, third parties, or regulatory authorities to use and process the Customer Data. Customer is also responsible for ensuring that the collection, use, storage, and processing of Customer Data complies with all applicable laws, regulations, and third-party rights. Mindbowser is not responsible for verifying the legality or correctness of any Customer Data

Unless expressly agreed in writing, Mindbowser does not host, store, or control Customer Data and disclaims any responsibility for Customer's cloud configuration, storage practices, AWS infrastructure settings, 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.

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.

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.

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 the Customer accesses, integrates, or uses any third-party artificial intelligence (AI) tools, large language models (LLMs), or other external data processing services in connection with or through the Software, the Customer is solely and fully responsible for ensuring that such use complies with all applicable data protection, privacy, security, and regulatory requirements. This includes, without limitation, conducting appropriate due diligence and maintaining all necessary contractual arrangements with such third-party providers, including business associate agreements (BAAs), data processing agreements (DPAs), or equivalent safeguards, as required by law. Mindbowser shall have no responsibility or liability for any Customer Data processed, transmitted, stored, or otherwise handled by such third-party services, and disclaims all obligations arising from the Customer's use of such 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

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, 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, and other access credentials for the Software are kept confidential and are not shared with unauthorized individuals. Customer is fully responsible for all activities conducted under its accounts, including actions of Authorized Users, and must immediately notify Mindbowser of any suspected unauthorized access or credential compromise.

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.

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 or services not expressly approved by Mindbowser; Customer's or third-party failure to maintain an appropriate technical environment, security configuration, or AWS infrastructure; improper data, incorrect usage, or actions inconsistent with the Documentation; or any other cause outside Mindbowser's reasonable control.
- 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 AWS Marketplace and Private Offer, 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; or (iv) infringement or misappropriation of any third-party rights caused by Customer's use of the Software or any combination with third-party systems or 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 AWS MARKETPLACE 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.

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 AWS infrastructure, 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. 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.
- Customer 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.

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 **No Refund Outside AWS Policies:** Any refunds shall be governed exclusively by AWS Marketplace policies.

17. AWS MARKETPLACE TERMS AND PRECEDENCE

17.1 **Marketplace Governance:** Customer acknowledges that the Software is licensed via AWS Marketplace, and that AWS Marketplace terms shall govern ordering, billing, invoicing, payments and refunds.

17.2 **No Conflict Intended:** This Agreement is intended to align with, and not conflict with, AWS Marketplace terms. In the event of a direct conflict regarding billing or payment matters, AWS Marketplace terms shall control.

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, 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.

24. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire 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 AWS Marketplace or 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 AWS Marketplace or the Software interface.

33. ENTIRE AGREEMENT CONFIRMATION

Customer acknowledges that this Agreement, together with any applicable AWS Marketplace listing or Private Offer, constitutes the complete and exclusive statement of the agreement between the parties regarding the Software.

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.