



## ST8MNT SAAS SUBSCRIPTION AGREEMENT

### Version 1.0

#### 1. INTRODUCTION

This SaaS Subscription Agreement (“**Agreement**”) is a legally binding contract between ST8MNT LLC (“**ST8MNT LLC**,” “**we**,” “**us**,” or “**our**”) and the entity or individual who installs, accesses, or uses the ST8MNT Apps (“**Customer**,” “**you**,” or “**your**”). By clicking “**Confirm & Install**,” signing an order form, or otherwise accessing or using the ST8MNT Apps after provisioning through Salesforce and downloading from the ST8MNT website, you acknowledge and agree to be bound by the terms of this Agreement. If you do not agree, you may not install or use the ST8MNT Apps.

1.1. Purpose and Scope: ST8MNT LLC provides a cloud-based Statement of Work (“**SOW**”) management solution through Salesforce’s cloud platform, with subscriptions managed directly by ST8MNT LLC via its website, designed to optimize project workflows, enhance collaboration, and improve visibility. This Agreement governs your subscription, access, and use of the ST8MNT Apps and all related services.

1.2. Modifications to the Agreement: We reserve the right to update or modify this Agreement at any time. Any changes will be posted on our website or within the ST8MNT Apps, and the “**Last Updated**” date will be revised accordingly. Your continued use of the ST8MNT Apps after such modifications constitutes your acceptance of the revised terms.

1.3. Effective Date: This Agreement becomes effective on the date you first install, subscribe to, or access the ST8MNT Apps (“**Effective Date**”).

1.4. Eligibility and Authority: If you are entering into this Agreement on behalf of an entity (such as a company or organization), you represent and warrant that you have the legal authority to bind that entity to this Agreement. If you do not have such authority, or if you do not agree with the terms, you may not use the ST8MNT Apps.

#### 2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

2.1. **Affiliates** – Any entity that directly or indirectly controls, is controlled by, or is under common control with a party. “Control” means ownership of at least 50% of voting equity or the ability to direct management and policies of the entity, whether through ownership, contract, or otherwise.

2.2. **Confidential Information** – Any non-public, proprietary, or sensitive information disclosed by one party to the other, whether orally, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential.

2.3. **Documentation** – The user manuals, guides, technical specifications, and any other materials provided by ST8MNT LLC that describe the functionality and use of the ST8MNT Apps.

2.4. **Force Majeure Event** – Any event or circumstance beyond the reasonable control of a party, including but not limited to natural disasters, strikes, acts of war, terrorism, governmental actions, cyberattacks, or failures of third-party providers.

2.5. **Order Form** – Any electronic or written ordering document specifying the subscription to the ST8MNT Apps, including details such as pricing, subscription term, and the number of authorized Users, as mutually agreed by the parties.



2.6. **ST8MNT Apps:** The proprietary software applications developed and provided by ST8MNT LLC, including but not limited to its suite of Salesforce Lightning apps for SOW management, such as:

- ST8MNT Inbound (improving sourcing and project collaboration),
- ST8MNT Outbound (enhancing service provider and customer interactions),
- AGRE<sup>2</sup>MNT (document repository managing agreements, amendments, renewals, and terminations), and
- Any associated enhancements, updates, or related modules and any associated enhancements, updates, or related modules made available directly by ST8MNT LLC via its website.

The term ST8MNT Apps also includes any related features, modules, updates, enhancements, custom configurations, and associated documentation provided by ST8MNT LLC through the Salesforce AppExchange.

2.7. **Subscription Term** – The specific period during which the Customer is authorized to access and use the ST8MNT Apps, as defined by the subscription plan selected by the Customer.

2.8. **Third-Party Service(s)** – Any external services, applications, or platforms integrated or used in conjunction with the ST8MNT Apps, including but not limited to Slack, Stripe, Salesforce AI (Einstein), and any other third-party tools or services.

2.9. **Users** – Individuals who are authorized by the Customer to access and use the ST8MNT Apps under the Customer's subscription, subject to the terms of this Agreement.

2.10. **Your Data** – Any data, information, content, or materials submitted, transmitted, stored, or otherwise provided by the Customer or its Users within the ST8MNT Apps. This includes, but is not limited to, personal data, project details, and business information.

### 3. **GRANT OF LICENSE AND USAGE RIGHTS**

3.1. **License Grant:** Subject to the terms of this Agreement and the applicable Subscription Plan selected by the Customer, ST8MNT LLC grants the Customer a limited, non-exclusive, non-transferable, and revocable license to access and use the ST8MNT Apps during the Subscription Term. This license is granted solely for the Customer's internal business operations and is subject to compliance with this Agreement and all applicable Salesforce platform terms.

This license does not grant the Customer any ownership rights in the ST8MNT Apps, nor does it permit any use beyond what is expressly authorized herein. ST8MNT LLC retains all rights, title, and interest in and to the ST8MNT Apps, including but not limited to all associated intellectual property, trademarks, and proprietary technology.

3.2. **Usage Restrictions:** The Customer and its Users agree not to:

- (a) Sell, sublicense, rent, lease, distribute, or commercially exploit the ST8MNT Apps or any part thereof to any third party;
- (b) Modify, copy, reproduce, or create derivative works based on the ST8MNT Apps or any part thereof;
- (c) Reverse engineer, decompile, disassemble, or attempt to extract the source code of the ST8MNT Apps, except as permitted by law;
- (d) Use the ST8MNT Apps in a manner that violates any laws, regulations, or third-party rights, including privacy, intellectual property, and data protection laws;
- (e) Use the ST8MNT Apps to process or store sensitive personal data (e.g., financial information, healthcare data, government-issued identifiers) without prior written consent from ST8MNT LLC;



- (f) Circumvent or disable any security features or usage limits applied to the ST8MNT Apps;
- (g) Use the ST8MNT Apps to build, develop, or enhance a competing product or service;
- (h) Allow unauthorized third parties to access or use the ST8MNT Apps without ST8MNT LLC's explicit authorization.

Failure to comply with these restrictions may result in suspension or termination of access to the ST8MNT Apps without refund, in addition to any legal remedies available to ST8MNT LLC.

3.3. **Trial Period:** If ST8MNT LLC offers a Trial Period, the Customer may access and use the ST8MNT Apps in a sandbox environment for evaluation purposes for a period of up to six (6) months from the date of installation ("**Trial Period**").

- (a) During the Trial Period, ST8MNT LLC provides the ST8MNT Apps "as-is" with no warranties of any kind, and ST8MNT LLC shall not be liable for any loss, damages, or data deletion arising from Trial Period use.
- (b) Upon expiration of the Trial Period, access to the ST8MNT Apps will automatically terminate, and any Customer Data entered during the Trial Period may be permanently deleted unless the Customer purchases a subscription before the Trial Period expires.
- (c) ST8MNT LLC reserves the right to modify, restrict, or terminate Trial access at any time, for any reason, at its sole discretion.

#### 4. **FEES, BILLING, AND PAYMENT TERMS**

4.1. **Fees:** The Customer agrees to pay all applicable subscription fees for the ST8MNT Apps as specified on the ST8MNT website or in an Order Form provided by ST8MNT LLC. All fees are charged in United States Dollars (**USD**). Fees are billed directly by ST8MNT LLC through its designated payment processor (such as Stripe) or as otherwise agreed in the Order Form.

Fees are based on the selected subscription plan and the number of authorized Users. The Customer acknowledges that the pricing may be subject to changes upon renewal, and any adjustments will be communicated in advance.

4.2. **Taxes:** All fees are exclusive of taxes. The Customer is responsible for all applicable taxes, duties, levies, or similar governmental assessments related to their use of the ST8MNT Apps, including but not limited to sales tax, value-added tax (**VAT**), goods and services tax (**GST**), and other similar charges.

If ST8MNT LLC is required by law to collect and remit any such taxes, those amounts will be added to the invoice unless the Customer provides a valid tax exemption certificate before the transaction.

4.3. **Non-Refundable Payments:** All payments made under this Agreement are non-refundable and non-cancellable, except as required by applicable law. This includes, but is not limited to, situations where the Customer chooses to cancel their subscription before the end of the Subscription Term or fails to utilize the ST8MNT Apps.

No refunds or credits will be issued for partial months of service, account downgrades, or unused access. Any exceptions to this policy must be approved in writing by ST8MNT LLC.

#### 4.4. **Late Payments**

- (a) If the Customer fails to make payment when due, ST8MNT LLC reserves the right to suspend or terminate access to the ST8MNT Apps until all outstanding amounts are paid in full.



(b) If payment remains overdue for more than thirty (30) days, ST8MNT LLC may charge a late payment fee of 1.5% per month (or the maximum rate permitted by law) on the outstanding balance.

(c) If the Customer disputes a charge, they must notify ST8MNT LLC in writing within ten (10) days of the invoice date, providing details of the dispute. Failure to notify within this timeframe constitutes acceptance of the charge.

(d) ST8MNT LLC reserves the right to engage third-party collection agencies or legal processes to recover unpaid amounts, and the Customer shall be responsible for all reasonable costs associated with such collection efforts, including attorneys' fees.

## 5. TERM AND TERMINATION

5.1. Subscription Term: The initial Subscription Term shall commence on the Effective Date and continue for a period of one (1) year, unless terminated earlier in accordance with this Agreement. Upon expiration of the initial Subscription Term, the Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.

Any adjustments to subscription fees or terms for the Renewal Term will be communicated to the Customer prior to the renewal effective date. Continued use of the ST8MNT Apps after renewal constitutes acceptance of the revised terms.

5.2. Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party commits a material breach of any provision of this Agreement and fails to remedy such breach within ten (10) days after receiving written notice specifying the nature of the breach.

Material breaches may include, but are not limited to:

- Failure to pay undisputed fees when due;
- Unauthorized use of the ST8MNT Apps in violation of Section 3 (Grant of License and Usage Rights);
- Violation of confidentiality obligations;
- Misuse of Customer Data contrary to the terms of this Agreement.

5.3. Effect of Termination: Upon termination or expiration of this Agreement for any reason: (a) The Customer's right to access and use the ST8MNT Apps will immediately cease, and all licenses granted herein shall be revoked; (b) The Customer remains responsible for any outstanding fees accrued prior to the termination date; (c) ST8MNT LLC may, at its discretion, delete or permanently destroy any Customer Data stored within the ST8MNT Apps after thirty (30) days, unless the Customer submits a written request for data export prior to the termination effective date; (d) Sections that by their nature should survive termination—including but not limited to Sections 6 (**Data Ownership and Privacy**), 8 (**Intellectual Property Rights**), 9 (**Confidentiality**), 11 (**Limitation of Liability**), and 12 (**Indemnification**)—shall continue to remain in effect.

## 6. DATA OWNERSHIP AND PRIVACY

6.1. Customer Data Ownership: As between the parties, the Customer retains all rights, title, and interest in and to Customer Data, including any intellectual property rights therein. ST8MNT LLC does not claim ownership of any Customer Data submitted, stored, or processed through the ST8MNT Apps. The Customer is solely responsible for the accuracy, quality, integrity, legality, and reliability of all Customer Data and for ensuring it complies with applicable laws and regulations.



6.2. Use of Customer Data by ST8MNT: The Customer grants ST8MNT LLC a limited, non-exclusive, royalty-free, worldwide license to use, process, transmit, and display Customer Data solely as necessary to provide, maintain, and improve the ST8MNT Apps, and to perform its obligations under this Agreement.

Additionally, ST8MNT LLC may:

- Anonymize and aggregate Customer Data for analytical and product improvement purposes, provided that such data cannot be used to identify the Customer or any individual directly or indirectly.
- Use anonymized data to generate insights, metrics, or trends that may be shared publicly or with third parties, without revealing any identifying information.

6.3. Data Processing Location and Security: Customer Data is processed within the Customer's Salesforce environment and is subject to Salesforce's data handling and security protocols. ST8MNT LLC does not transfer or process Customer Data outside of Salesforce's infrastructure without the Customer's consent.

ST8MNT LLC implements and maintains industry-standard administrative, technical, and organizational measures designed to safeguard Customer Data against unauthorized access, loss, misuse, or disclosure. Additionally, the Customer acknowledges that Salesforce maintains compliance certifications, including but not limited to SOC 2, ISO 27001, and GDPR readiness, which apply to Customer Data processed within Salesforce environments.

6.4. Third-Party Services and Data Sharing: The ST8MNT Apps may integrate with certain Third-Party Services. By enabling such integrations, the Customer authorizes ST8MNT LLC to share relevant Customer Data with these Third-Party Service providers only to the extent necessary to provide the requested functionality.

6.5. Compliance with Data Protection Laws: ST8MNT LLC shall comply with applicable data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR), to the extent applicable. However, because Customer Data is primarily managed within Salesforce, the Customer is responsible for:

- Obtaining all necessary consents and legal bases for processing personal data;
- Complying with its own data protection obligations;
- Notifying its users or data subjects as required by law.

6.6. Data Retention and Deletion: Upon termination or expiration of this Agreement, ST8MNT LLC will retain Customer Data for a period of thirty (30) days, after which the data may be permanently deleted. The Customer may request an export of its data in a commercially reasonable, industry-standard format (such as CSV or JSON) during this retention period, subject to applicable Salesforce export capabilities.

6.7. Data Breach Notification: In the event of a confirmed security breach affecting Customer Data, ST8MNT LLC will:

- Notify the Customer without undue delay;
- Provide reasonable information regarding the nature and scope of the breach;
- Cooperate with the Customer to comply with any applicable notification or remediation obligations.

## 7. THIRD-PARTY SERVICES AND INTEGRATIONS

7.1. Integration with Third-Party Services: The ST8MNT Apps may integrate or interoperate Third-Party Services. Such integrations may allow for improved collaboration, payment processing, AI-driven insights, and communication features.



By enabling or utilizing these Third-Party Services in connection with the ST8MNT Apps, the Customer acknowledges and agrees that:

- Certain Customer Data may be transmitted to or processed by the applicable Third-Party Service providers.
- The Customer is solely responsible for reviewing and complying with any terms, conditions, privacy policies, and practices of these Third-Party Service providers.
- ST8MNT LLC has no control over, and assumes no responsibility or liability for, the performance, reliability, availability, data handling, or compliance practices of any Third-Party Services.

7.2. Customer Responsibility: The Customer's decision to use or integrate with any Third-Party Service is entirely at their discretion and risk. It is the Customer's responsibility to: (a) Obtain any required authorizations or consents necessary for the transfer of Customer Data to Third-Party Services; (b) Ensure that such integrations do not violate applicable data protection laws, contractual obligations, or third-party rights; (c) Monitor and manage the Customer's own relationships with the respective Third-Party Service providers.

7.3. No Endorsement or Warranty: ST8MNT LLC does not endorse, warrant, or guarantee the availability, security, legality, or functionality of any Third-Party Service. Any issues, disputes, or losses arising out of or related to the Customer's use of Third-Party Services must be addressed directly between the Customer and the applicable Third-Party provider.

7.4. Changes to Integrations: ST8MNT LLC reserves the right to modify, suspend, or discontinue support for specific Third-Party Services at any time without notice, if such services cease to be available, pose a security risk, or are no longer supported by Salesforce or other governing platforms.

## 8. INTELLECTUAL PROPERTY RIGHTS

8.1. Ownership of ST8MNT Apps: ST8MNT LLC and its licensors retain all rights, title, and interest in and to the ST8MNT Apps, including but not limited to all associated software, code, designs, trademarks, logos, documentation, updates, enhancements, and all intellectual property rights therein, whether registered or unregistered.

Except for the limited license expressly granted to the Customer under this Agreement, no rights or ownership interests in the ST8MNT Apps are transferred or assigned to the Customer. All rights not expressly granted to the Customer are reserved by ST8MNT LLC.

The Customer agrees not to remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) affixed to or contained within the ST8MNT Apps.

8.2. Ownership of Customer Data: As outlined in Section 6, the Customer retains all rights, title, and interest in and to Customer Data. ST8MNT LLC does not claim ownership of Customer Data and will only use it as necessary to provide the services under this Agreement.

8.3. Feedback and Suggestions: If the Customer or its Users provide feedback, comments, suggestions, or ideas regarding the ST8MNT Apps (collectively, "**Feedback**"), the Customer agrees that ST8MNT LLC may use, implement, and incorporate such Feedback without restriction or obligation to the Customer. The Customer hereby assigns any intellectual property rights in the Feedback to ST8MNT LLC and acknowledges that providing Feedback is voluntary and does not grant the Customer any ownership rights or claims over subsequent developments.

8.4. Restrictions on Use of Intellectual Property: The Customer shall not: (a) Copy, reproduce, modify, adapt, or create derivative works based on the ST8MNT Apps; (b) Reverse engineer, decompile, or attempt to derive the source code of the ST8MNT Apps, except where expressly permitted by applicable law; (c) Use ST8MNT's



trademarks, logos, or branding in any manner without prior written authorization; (d) Attempt to register or claim any rights in any intellectual property belonging to ST8MNT LLC.

## 9. **CONFIDENTIALITY**

9.1. **Definition of Confidential Information:** For the purposes of this Agreement, “Confidential Information” means any non-public, proprietary, or sensitive information disclosed by one party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally, electronically, or in writing, that is: (a) Marked or identified as confidential; (b) Of a nature that a reasonable person would understand to be confidential under the circumstances.

Confidential Information includes but is not limited to:

- Business strategies, financial information, product plans, technical data, software code, trade secrets, and pricing.
- Customer Data and any information relating to Users, projects, or agreements.
- The terms and conditions of this Agreement and any related communications.

Confidential Information does not include information that: (i) Is or becomes publicly available through no fault of the Receiving Party; (ii) Is lawfully obtained from a third party without breach of confidentiality; (iii) Is independently developed by the Receiving Party without reference to the Disclosing Party’s information; (iv) Was already known to the Receiving Party without confidentiality obligations prior to disclosure.

9.2. **Confidentiality Obligations:** The Receiving Party agrees to: (a) Use the Disclosing Party’s Confidential Information solely for the purpose of fulfilling its obligations under this Agreement; (b) Not disclose Confidential Information to any third party without the Disclosing Party’s prior written consent, except as expressly permitted herein; (c) Exercise the same degree of care (but no less than reasonable care) to protect the confidentiality of the Disclosing Party’s Confidential Information as it uses to protect its own.

The Receiving Party may disclose Confidential Information to its employees, affiliates, contractors, and professional advisors who have a legitimate need to know, provided they are bound by confidentiality obligations no less protective than those contained in this Agreement.

9.3. **Legally Required Disclosures:** If the Receiving Party is required by law, court order, or governmental regulation to disclose Confidential Information, the Receiving Party will: (a) Provide the Disclosing Party with prompt written notice, if legally permitted, so the Disclosing Party may seek protective measures; (b) Limit disclosure to only the information legally required to be disclosed.

9.4. **Confidentiality and Salesforce Support:** The Customer acknowledges that in certain cases, ST8MNT LLC may share limited Confidential Information with Salesforce (or its authorized representatives) for the sole purpose of troubleshooting, support, or compliance related to the ST8MNT Apps, in line with Salesforce policies and under strict confidentiality terms.

9.5. **Duration of Confidentiality Obligations:** The obligations set forth in this section shall continue during the Subscription Term and for a period of three (3) years after termination or expiration of this Agreement, except for trade secrets, which shall remain confidential indefinitely.

## 10. **WARRANTIES AND DISCLAIMERS**

10.1. **Limited Warranty:** ST8MNT LLC warrants that, during the applicable Subscription Term, the ST8MNT Apps will perform in substantial conformity with the published Documentation made available by ST8MNT LLC.

If the Customer notifies ST8MNT LLC in writing of any material non-conformity, and ST8MNT LLC is unable to remedy the non-conformity within a reasonable period, the Customer’s sole remedy will be to terminate the



affected subscription and receive a pro-rated refund of any prepaid, unused fees for the remainder of the Subscription Term.

10.2. Service Availability Disclaimer: The Customer acknowledges that:

The ST8MNT Apps are dependent on the Salesforce platform and Third-Party Services, and that ST8MNT LLC cannot guarantee uninterrupted availability or error-free operation due to factors beyond its control.

Access may be subject to occasional downtime for maintenance, upgrades, or emergency situations, which ST8MNT LLC will make reasonable efforts to minimize.

10.3. General Disclaimers: Except as expressly provided in Section 10.1, the ST8MNT Apps and all related services are provided “AS IS” and “AS AVAILABLE”, without warranties of any kind, whether express, implied, statutory, or otherwise.

To the maximum extent permitted by applicable law, ST8MNT LLC specifically disclaims all implied warranties, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, non-infringement, and accuracy of data.
- Any warranties arising from course of dealing, usage, or trade practice.

10.4. No Warranty on Third-Party Services: ST8MNT LLC makes no warranties or guarantees regarding the performance, availability, legality, or security of any Third-Party Services integrated with the ST8MNT Apps, or other Salesforce-related services. The Customer’s use of Third-Party Services is governed solely by the applicable Third-Party Service provider terms and conditions.

## 11. LIMITATION OF LIABILITY

11.1. Exclusion of Indirect and Consequential Damages: To the fullest extent permitted by applicable law, neither ST8MNT LLC nor its directors, officers, employees, agents, affiliates, licensors, or suppliers shall be liable to the Customer or any third party for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to:

- Loss of profits or revenue;
- Loss of business opportunity or goodwill;
- Business interruption;
- Loss, corruption, or unauthorized disclosure of data;
- Cost of procurement of substitute goods or services;
- Any other intangible losses; whether such damages arise from use or inability to use the ST8MNT Apps, reliance on services, integration with third-party platforms, or any other aspect of this Agreement, even if ST8MNT LLC has been advised of the possibility of such damages.

11.2. Limitation of Direct Damages: To the fullest extent permitted by law, ST8MNT LLC’s total cumulative liability to the Customer, for any and all claims, losses, damages, liabilities, or expenses arising out of or related to this Agreement, regardless of the cause of action or legal theory (including but not limited to breach of contract, tort, negligence, strict liability, or otherwise), shall not exceed the total amount of fees paid by the Customer to ST8MNT LLC under this Agreement during the twelve (12) month period immediately preceding the event giving rise to the claim.

11.3. Applicability of Limitations: The limitations and exclusions set forth in this Section: (a) Apply whether the claim arises from contractual liability, tort liability (including negligence), strict liability, product liability, or otherwise; (b) Apply even if an exclusive remedy under this Agreement fails of its essential purpose; (c) Shall



not apply to the extent prohibited by law, including liability for death or personal injury caused by ST8MNT LLC's gross negligence or willful misconduct, or any other liability that cannot be lawfully excluded or limited.

11.4. Third-Party Services Liability Disclaimer: ST8MNT LLC specifically disclaims all liability arising from:

- The availability, performance, or security of Third-Party Services;
- Any actions or omissions of Third-Party Service providers;
- Data loss, breaches, or misuse originating from third-party integrations.

The Customer agrees that their use of such Third-Party Services is solely at their own risk and governed by the terms and conditions of the respective third-party providers.

11.5. Allocation of Risk: The fees charged under this Agreement reflect the allocation of risk between the parties. The Customer acknowledges that the limitations of liability and exclusions of certain damages in this Agreement are fundamental elements of the basis of the bargain between the parties, and that ST8MNT LLC would not be able to provide the ST8MNT Apps on an economically reasonable basis without such limitations.

## 12. INDEMNIFICATION

12.1. Indemnification by ST8MNT LLC: ST8MNT LLC shall defend and indemnify the Customer and its affiliates, officers, directors, employees, and agents (collectively, the "**Customer Indemnified Parties**") from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to allegations that the ST8MNT Apps infringe or misappropriate any valid U.S. intellectual property rights of a third party, including copyrights, trademarks, or trade secrets.

12.1.1. Exclusions: ST8MNT LLC's indemnification obligation shall not apply to claims arising from: (a) The Customer's use of the ST8MNT Apps in violation of this Agreement or applicable law; (b) Modifications or combinations of the ST8MNT Apps by the Customer not authorized by ST8MNT LLC; (c) Use of the ST8MNT Apps in combination with hardware, software, or services not provided or approved by ST8MNT LLC, if the claim would not have arisen without such combination; (d) Third-Party Services, which are governed by separate terms and are explicitly excluded.

12.1.2. Remedy: In the event of an infringement claim covered under this section, ST8MNT LLC may, at its sole option and expense: (a) Procure for the Customer the right to continue using the ST8MNT Apps; (b) Modify or replace the ST8MNT Apps to make them non-infringing without materially reducing their functionality; (c) If neither (a) nor (b) is commercially feasible, terminate the Customer's subscription and refund any prepaid, unused fees for the remainder of the Subscription Term.

12.2. Indemnification by Customer: The Customer shall defend and indemnify ST8MNT LLC and its affiliates, officers, directors, employees, and agents (collectively, the "**ST8MNT Indemnified Parties**") from and against any and all third-party claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) The Customer's or Users' breach of this Agreement or violation of applicable law; (b) Unauthorized or improper use of the ST8MNT Apps; (c) Any Customer Data or content submitted by the Customer or its Users, including allegations that such data or content violates third-party rights (e.g., intellectual property, privacy, or data protection laws); (d) Customer's use of Third-Party Services in connection with the ST8MNT Apps.

12.3. Indemnification Procedures: The indemnifying party's obligations under this section are conditioned upon: (a) The indemnified party providing prompt written notice of the claim (failure to provide timely notice shall not relieve the indemnifying party of its obligations, except to the extent materially prejudiced by the delay); (b) The indemnifying party having sole control over the defense and settlement of the claim (provided that any settlement that imposes liability or obligations on the indemnified party requires prior written consent,



not unreasonably withheld); (c) The indemnified party providing reasonable cooperation and assistance at the indemnifying party's expense.

### **13. GOVERNING LAW AND DISPUTE RESOLUTION**

13.1. Governing Law: This Agreement, and any disputes, claims, or controversies arising out of or related to this Agreement, the ST8MNT Apps, or the relationship between the parties, shall be governed by and construed in accordance with the laws of the State of California, United States of America, without regard to its conflict of law principles or the United Nations Convention on Contracts for the International Sale of Goods.

13.2. Dispute Resolution Process: In the event of any dispute or disagreement between the parties arising out of or in connection with this Agreement: (a) The parties agree to first attempt to resolve the dispute informally and in good faith through discussions and negotiations between authorized representatives; (b) If the dispute cannot be resolved informally within thirty (30) days, either party may refer the matter to binding arbitration as described below.

13.3. Arbitration: (a) Any dispute, claim, or controversy that cannot be resolved informally shall be finally settled by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. (b) The arbitration shall be conducted in English by a single arbitrator selected by mutual agreement of the parties, or, if no agreement is reached, appointed by the AAA. (c) The arbitration proceedings shall take place in San Francisco, California, unless the parties mutually agree to a different location. (d) Each party shall bear its own costs and expenses related to the arbitration, but the arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

13.4. Injunctive Relief: Notwithstanding the above, either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property rights, confidential information, or proprietary interests without first submitting the matter to arbitration.

13.5. Jurisdiction and Venue for Court Actions: For any claims or actions not subject to arbitration (including enforcement of arbitration awards or seeking injunctive relief), the parties irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts located in San Francisco, California.

13.6. Waiver of Class Actions: To the fullest extent permitted by applicable law, all disputes shall be resolved on an individual basis. Neither party shall be entitled to participate in a class action, class arbitration, or any other representative proceeding against the other party.

### **14. MISCELLANEOUS PROVISIONS**

14.1. Force Majeure: Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement (excluding payment obligations) due to events beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government actions, strikes, labor disputes, power outages, internet failures, cyberattacks, or other unforeseen events (each a "**Force Majeure Event**").

The affected party shall promptly notify the other party of the Force Majeure Event and use commercially reasonable efforts to resume performance.

14.2. Entire Agreement: This Agreement, along with any referenced documents (including the Privacy Policy and order forms), constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations, understandings, proposals, or communications, whether oral or written, relating to the subject matter herein.

14.3. Amendments and Modifications: ST8MNT LLC reserves the right to modify or update this Agreement at any time. Material changes will be communicated via the ST8MNT Apps or the ST8MNT website. Continued use



of the ST8MNT Apps after the effective date of any modifications constitutes the Customer's acceptance of the updated terms.

14.4. **Assignment:** The Customer may not assign, transfer, or delegate any of its rights or obligations under this Agreement without prior written consent from ST8MNT LLC. ST8MNT LLC may assign or transfer this Agreement in connection with a merger, acquisition, sale of assets, or other corporate restructuring without the Customer's consent.

14.5. **Relationship of the Parties:** The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between the parties. Neither party has authority to bind the other party or incur obligations on its behalf.

14.6. **No Waiver:** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or of any other provision. Any waiver must be in writing and signed by an authorized representative of the waiving party.

14.7. **Severability:** If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the unenforceable provision shall be replaced with a valid, enforceable provision that most closely reflects the parties' original intent.

14.8. **Notices:** All notices under this Agreement shall be in writing and delivered by email (with confirmation of receipt), personal delivery, or recognized courier service to the addresses set forth below, or to such other addresses as either party may designate in writing. Notices shall be deemed received:

- (a) Upon receipt if delivered personally or by courier;
- (b) Upon receipt confirmation if delivered by email;
- (c) Three (3) business days after mailing if sent by registered or certified mail.

For ST8MNT LLC:

Email: [st8mntapps@gmail.com](mailto:st8mntapps@gmail.com)

Website: [www.st8mntapps.com](http://www.st8mntapps.com)

14.9. **Export Compliance:** The Customer agrees to comply with all applicable export control laws and regulations, including U.S. export laws, regarding its access to and use of the ST8MNT Apps. The Customer shall not export, re-export, or allow access to the ST8MNT Apps in violation of such laws.