

## COLLECTIVE MIND SUBSCRIPTION AGREEMENT

This Collective Mind Subscription Agreement and any additional exhibits and other documents expressly incorporated by reference (collectively, the “Agreement”) is entered into by and between Collective Mind, LLC and its affiliates (“**Company**”) and the corporate entity identified below which has purchased the Services (“**Customer**”). The date on which Company pays for the Services shall be the “**Effective Date**”.

This Agreement sets forth the terms and conditions that govern the provision and use of the Services purchased by Customer.

### **1. Definitions.**

As used in this Agreement, the following capitalized words have the meaning set out below:

- (a) “**Applicable Laws**” means applicable statutes, by-laws, rules, regulations, orders, ordinances or judgments, in each case of any governmental or regulatory authority.
- (b) “**Customer Data**” means any data, information, content, records, and files that Customer makes available to Company.
- (c) “**Documentation**” means any manuals or documentation regarding the use of the Services, as revised by Company at its sole discretion.
- (d) “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- (e) “**Party**” means Company or Customer, and “**Parties**” means both of them.
- (f) “**Personal Information**” means information about an identified or identifiable individual.
- (g) “**Services**” means the subscription services purchased by Customer.

### **2. The Services**

- (a) Provisioning of the Services. During the Term and subject to Customer’s compliance with this Agreement, Company grants to Customer a non-exclusive, non-transferable and non-sublicensable right to use the Services for Customer’s internal business purposes only and strictly in accordance with the terms and conditions set out in this Agreement.
- (b) Restrictions on Use. Customer will not itself and will not permit others to:
  - (i) make any Service or any part thereof available to anyone or use the Services for the benefit of anyone other than Customer;
  - (ii) sub-license, sell, rent, lend, lease or distribute the Services, Documentation or any Intellectual Property Rights therein, in whole or in part;
  - (iii) use the Services as part of any outsourcing offering;

- (iv) use or access the Services: (A) in a way that violates any Applicable Laws, or infringes, violates or otherwise misappropriates the Intellectual Property Rights or other rights of any third party (including any moral right, privacy right or right of publicity) or (B) in a manner that threatens the security or functionality of the Services or that contains any computer viruses, worms, malicious code, or any software intended to damage or alter a computer system or data;
  - (v) use or access the Services to create, collect, transmit, store, use or process any data that Customer does not have the lawful right to create, collect, transmit, store, use or process;
  - (vi) reverse engineer or translate, or attempt to reverse engineer or translate the Services;
  - (vii) access or use the Services for the purpose of building a similar or competitive product or service; or
  - (viii) perform any testing of the Services.
- (c) Suspension of Access. Company may without limiting any of its other rights or remedies at law or in equity under this Agreement suspend Customer's access to or use of the Services (A) if Customer breaches this Agreement, and such breach remains uncured seven (7) days after Company provides Customer with written notice of such breach, or (B) without prior notice if Company reasonably believes is necessary to address any security or privacy concerns. Any permitted suspension of the Services by Company in accordance with this section will not excuse Customer from any of its obligations to pay Fees to Company.

### 3. **Ownership.**

Company or its licensors retain all right, title and interest including all Intellectual Property Rights in and to the Services, Company data, and Documentation. Nothing in this Agreement will, or is intended to, limit Company's ability to develop or enhance its products and services in any manner whatsoever, including use of residual knowledge gained as a result of the performance of any services in connection with the Agreement.

### 4. **Customer Data.**

Customer grants to Company a limited license to access, host, collect, use, process, export and display Customer Data as reasonably necessary for Company to (i) provide the Services to Customer and ensure proper operation, maintenance and updates of the Services; (ii) prevent or address service, security or technical issues; as expressly permitted in writing by Customer; and (iv) as required by Applicable Law. Except as expressly set forth in this Agreement, nothing in this Agreement assigns or grants to Company any right, title or interest including any Intellectual Property Rights in or to Customer Data.

### 5. **Privacy and Data Security**

- (a) Privacy. Personal Information will be treated in accordance with Company's privacy policy located at: <https://static1.squarespace.com/static/5ce0117ad2099400011162f4/t/64eea03e54149212c9fcf5d1/1693360190622/Collective+Mind+Subscription+Privacy+Policy.pdf>, such policy

to be amended and updated from time to time. With regard to any Customer Data to be processed by Company in connection with this Agreement, Customer will be a controller and Company will be a processor in respect of such processing. Customer will be solely responsible for determining the purposes for which and the manner in which Customer Data are, or are to be, processed.

- (b) **Security.** Company implements and maintains physical, technical and administrative security measures designed to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure.

## 6. Fees and Payment

- (a) **Fees.** Customer will pay to Company the fees described in or calculated as set forth in the Company website (the “Fees”). Unless otherwise noted to the contrary, all Fees are non-refundable. The Fees will be invoiced monthly in advance and due upon delivery.
- (b) **Changes to the Fees.** Company reserves the right to change the Fees and institute new Fees at its discretion. The updated Fees will be due from the next monthly bill for the Services.
- (c) **Disputed Invoices or Charges.** If Customer reasonably believes Company has charged or invoiced Customer incorrectly, Customer must contact Company no later than thirty (30) days after having been charged by Company or receiving such invoice in which the error or problem appeared in order to request an adjustment or credit and provide basis for the error. In the event of a dispute, Customer will pay any undisputed amounts in accordance with the payment terms herein, and the Parties will discuss the disputed amounts in good faith in order to resolve the dispute.
- (d) **Late Payment.** Customer may not withhold or setoff any amounts due under this Agreement. Company reserves the right to suspend Customer’s access to the Services until all due amounts are paid in full. Any late payment will be increased by the costs of collection (if any) and will incur interest at the rate of one and a half percent (1.5%) compounded monthly, or the maximum legal rate (if less), plus all expenses of collection, until fully paid.
- (e) **Taxes.** The Fees set out in this Agreement do not include applicable sales, use, gross receipts, value-added, GST or HST, personal property or other taxes. Customer will be responsible for and pay all applicable taxes, duties, tariffs, assessments, export and import fees or similar charges (including interest and penalties imposed thereon) on the transactions contemplated in connection with this Agreement, other than taxes based on the net income or profits of Company.

## 7. Confidential Information

- (a) **Definitions.** For the purposes of this Agreement, a Party receiving Confidential Information (as defined below) will be the “**Recipient**”, the Party disclosing such information will be the “**Discloser**”. “**Confidential Information**” means any and all discoveries, inventions, processes, methods, techniques, know-how, trade secrets, intellectual property and proprietary information or materials, Services, any and all information regarding the Services including without limitation all aspects of pricing, product roadmaps and strategic marketing plans. Notwithstanding the foregoing, Confidential Information does not include: (i) information already known or independently developed by Recipient without access to Discloser’s Confidential

Information; (ii) information that is publicly available through no wrongful act of Recipient; or (iii) information received by Recipient from a third party who was free to disclose it without confidentiality obligations.

- (b) Confidentiality Covenants. Recipient hereby agrees that during the Term and at all times thereafter it will not: (i) disclose Confidential Information of the Discloser to any person, except to its own personnel that have a “need to know” for the purposes of receiving or providing the Services and that have entered into written agreements no less protective of such Confidential Information than this Agreement; (ii) use Confidential Information of the Discloser other than to exercise its rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Each Party will take industry standard precautions to safeguard the other Party’s Confidential Information, which will in any event be at least as stringent as the precautions that the Recipient takes to protect its own Confidential Information of a similar type.
- (c) Exceptions to Confidentiality. Notwithstanding Section 10(b), Recipient may disclose Discloser’s Confidential Information: (i) to the extent that such disclosure is required by Applicable Laws or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order; or (ii) to its legal counsel and other professional advisors if and to the extent such persons need to know such Confidential Information in order to provide applicable professional advisory services in connection with the Party’s business.

## 8. **Warranty; Disclaimer**

- (a) Mutual Representations and Warranties. Each Party represents to the other Party that it has validly entered into this Agreement and has full power and all necessary rights to do so.
- (b) Company Warranties. Company warrants to Customer that during the Term, the Services will be performed in a professional and workmanlike manner.
- (c) Customer Warranties. With respect to Personal Information provided by Customer, Customer represents and warrants to, and covenants with Company that the Customer Data will only contain Personal Information in respect of which Customer has provided all notices and disclosures, obtained all applicable third party consents and permissions and otherwise has all authority, in each case as required by Applicable Laws, to enable Company to provide the Services, including with respect to the collection, storage, access, use, disclosure, processing and transmission of Personal Information, including by or to Company and to or from all applicable third parties.
- (d) GENERAL DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY COMPANY TO CUSTOMER ARE PROVIDED “AS IS” AND “AS AVAILABLE”.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, COMPATIBILITY, TITLE,

SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE OR USE, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

## 9. Indemnities

- (a) Company Indemnity. Subject to the remainder of this Section, Company shall defend Customer against any third party claim that the Services infringe such third party's Intellectual Property Rights ("Infringement Claim"), and indemnify Customer from the resulting costs and damages awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or agreed to in settlement; provided that Customer (i) notifies Company promptly in writing of such Infringement Claim, (ii) grants Company sole control over the defense and settlement thereof, and (iii) reasonably cooperates in response to a Company request for assistance. Company will have the exclusive right to defend any such Infringement Claim and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Company. Should any Services become, or in Company's opinion be likely to become, the subject of such an Infringement Claim, Company shall, at its option and expense, (a) procure for Customer the right to make continued use thereof, (b) replace or modify such so that it becomes non-infringing, or (c) terminate the Agreement without any liability to Company. The above defense and indemnity obligations do not apply if the Infringement Claim: (1) does not state with specificity that the Services are the basis of the Infringement Claim; (2) arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Company, if the Services or use thereof would not infringe without such combination; (3) arises from a use of the Services in a manner that is not contemplated by the Documentation; or (4) arises from Customer's breach of this Agreement.
- (b) Customer Indemnity. Customer will defend Company from and against any and all third party claims, actions, suits, proceedings and demands arising from or related to: Customer Data or the use thereof; Customer's breach of Section 2(b); or unauthorized use of the Services by Customer. Customer will indemnify Company for the resulting costs and damages finally awarded against Company to the third party making such claim, by a court or regulatory body of competent jurisdiction or agreed to in settlement. Customer will have the exclusive right to defend any such claim and make settlements thereof at its own discretion, provided Customer must not agree to a compromise or settlement of any claim without Company's approval, unless such compromise or settlement: unconditionally releases Company of all liability and does not obligate Company to pay any monies not indemnified in this section. Company may not settle or compromise such claim, except with prior written consent of Customer.
- (c) Limitation. The "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

## 10. Limitation of Liabilities

- (a) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF COMPANY IN CONNECTION WITH OR UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), OR OTHERWISE,

EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. FOR GREATER CERTAINTY, THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THIS AGREEMENT WILL NOT INCREASE THIS MAXIMUM LIABILITY AMOUNT.

- (b) TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY: (I) SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (II) LOST OR LOSS OF (A) SAVINGS, (B) PROFIT (EXCLUDING ANY FEES THAT ARE RIGHTFULLY DUE TO COMPANY), (C) DATA, (D) USE, OR (E) GOODWILL; (III) BUSINESS INTERRUPTION; (IV) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES; (V) PERSONAL INJURY OR DEATH; OR (VI) PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES, PROFESSIONAL SERVICES, THE COMPANY DATA OR THIS AGREEMENT, REGARDLESS OF CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND EVEN IF NOTIFIED IN ADVANCE OF THE POSSIBILITIES OF SUCH DAMAGES.

## 11. Term and Termination

- (a) Term. The “Term” of this Agreement will commence on the Effective Date and proceed for the time-period paid for through the Company website (the “Initial Term”). Upon expiration of the Initial Term, the Services will renew month to month or for some other time-period chosen by Customer through the Company website (each renewal, the “Renewal Term”). The Initial Term and the Renewal Term shall be collectively addressed as the Term. Customer may prevent renewal by providing written notice at least fifteen (15) days prior to the renewal date. Company may terminate for convenience upon providing five (5) days’ written notice to Customer.
- (b) Termination for Cause. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.
- (c) Effect of Termination. Upon termination or expiration of this Agreement, all rights to Services shall terminate and Customer will immediately cease accessing or using the Services. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. All Fees due and payable and any amounts due to Company are immediately due and are to be immediately paid by Customer to Company.
- (d) Survival. The following Sections, together with any other provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement for any reason: Section 6 (Fees), Section 10 (Limitation of Liabilities), and Section 12 (General Provisions).

## 12. General Provisions

- (a) Notices. Notices sent to either Party will be effective when delivered in writing and in person or by email, one day after being sent by overnight courier, or five days after being sent by first class mail postage prepaid to the official contact designated by the Party to whom a notice is being given. Notices must be sent: (i) if to Company, to the following address:

Collective Mind  
1100 13<sup>th</sup> St. NW Suite 800  
Washington, DC 20005 USA

and (ii) if to Customer, to the current postal or email address that Company has on file with respect to Customer. Company may change its contact information by posting the new contact information on the Website or by giving notice thereof to Customer. Customer is solely responsible for keeping its contact information on file with Company current at all times during the Term.

- (b) Assignment. Neither Party may assign this Agreement without the prior written consent of other Party; provided that this Agreement may be assigned pursuant to a merger, amalgamation or other corporate reorganization or a sale of substantially all of the assets of the assigning Party. This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- (c) Governing Law and Attornment. This Agreement will be governed by and construed in accordance with the laws of the District of Columbia and the United States of America, without regard to conflicts of law principles. The parties hereby irrevocably consent to the courts located in the District of Columbia for the resolution of any disputes arising out of this Agreement and waive all objections thereto. Notwithstanding the foregoing, Company may: (i) commence lawsuits to collect unpaid Fees from Customer; and (ii) seek injunctive relief with respect to a violation of Company's Intellectual Property Rights; in any appropriate jurisdiction. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply to this Agreement.
- (d) Construction. Except as otherwise provided in this Agreement, the Parties' rights and remedies under this Agreement are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The terms "include" and "including" mean, respectively, "include without limitation" and "including without limitation." The headings of sections of this Agreement are for reference purposes only and have no substantive effect.
- (e) Force Majeure. Neither party will be liable for delays, non performance or underperformance under this Agreement if that party's performance of obligations under this Agreement is materially hampered, interrupted, or interfered with; or illegal, impossible, or so difficult or expensive as to be commercially impracticable; or by reason of any fire, casualty, lockout, strike, labor conditions, unavoidable accident, riot, war, act of terrorism, epidemic, pandemic, public health emergency, or act of God, including inclement weather that requires the closure of or limitation of services on either party's facilities; or by any other unforeseeable event beyond the parties' control; or by the enactment, issuance, or operation of any Applicable Law; or by any local or national emergency ("Force Majeure"). This Section does not apply to any of Customer's obligations under Section 6 (Fees and Payment) or Section 7 (Confidential Information).

- (f) Severability. Any provision of this Agreement found by a tribunal or court of competent jurisdiction to be invalid, illegal or unenforceable will be severed from this Agreement and all other provisions of this Agreement will remain in full force and effect.
- (g) Waiver. A waiver of any provision of this Agreement must be in writing and a waiver in one instance will not preclude enforcement of such provision on other occasions.
- (h) Publicity. Company may identify Customer by name and logo as a Company customer on its websites and on other promotional materials. Any goodwill arising from the use of Customer's name and logo will inure to the benefit of Customer.
- (i) Independent Contractors. Company's relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have, and neither party will represent to any third party that it has, any authority to act on behalf of the other party.
- (j) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, representations or other communications between the parties, whether written or oral.
- (k) Amendments. This Agreement may be modified at Company's sole discretion.

The parties have duly executed this Agreement as of the Effective Date.

**[CUSTOMER LEGAL NAME]**

**COLLECTIVE MIND, LLC**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_