Platform License and Services Agreement

Version 2025.05 · slingr.io/platform-terms-conditions

This Platform License and Services Agreement ("Agreement") is between the customer identified in the applicable Statement of Work (including its Affiliates, collectively "you" or "your") and Idea2 Ltd., d/b/a SLINGR, a Colorado limited liability company ("SLINGR", "we", "us", or "our"). This Agreement is effective as of the effective date of the first Statement of Work that incorporates it (the "Effective Date"). Capitalized terms are defined in Section 18.

1. **License.** Subject to the terms of this Agreement, we grant you (for yourself and for the benefit of your Affiliates and Users) a limited, non-exclusive, non-sublicensable, non-assignable (except as permitted under Section 14.b) license during the Term to access and use the Platform to build and monitor Applications, as further described in this Agreement ("License"). We reserve all other rights. We license access the Platform to you; we do not sell it. Your rights to access Platform do not give you any right to implement our patents or our other intellectual property in software.

2. **Acceptable use.** You may use the Platform only in accordance with this Agreement. You may not reverse engineer, decompile, disassemble, or work around technical limitations in the Platform, except to the extent applicable law permits it. You may not rent, lease, lend, resell, transfer, or host the Platform, or any portion thereof, to or for third parties except as expressly permitted in this Agreement.

3. **Developers and Users.** You control access to the Platform by Developers and Users, and you are responsible for their use of the Platform in accordance with this Agreement. For example, you will ensure that all Users comply with the Acceptable Use Policy available at https://www.slingr.io/acceptable-use-policy.

4. **Content.** You are solely responsible for all Content. You will secure and maintain all rights in Content necessary for us to provide the Services to you without violating the rights of any third party or otherwise obligating us to you or to any third party. We do not and will not assume any obligations with respect to Content or to your use of the Platform other than as expressly set forth in this Agreement or as required by applicable law.

5. **Responsibility for your accounts.** You are responsible for maintaining the confidentiality of any non-public authentication credentials associated with your use of the Platform. You must promptly notify us about any possible misuse of your accounts or authentication credentials or any security incident related to the Platform or Services.

6. **Consulting Services.** Subject to the terms of this Agreement and the Statement of Work, if a Statement of Work provides for Services, then we will provide the Services more fully described in the applicable Statement of Work, in accordance with the terms of this Agreement and the Statement of Work.

7. **Support and Updates.**

   a. **Support.** Subject to the terms of this Agreement and the applicable Statement of Work, we will provide Support, as defined in the Statement of Work during the Term.

   b. **Updates.** We will provide and license to you all Updates to the Platform during the Term at no additional cost to you as such Updates become generally available to other customers of the Platform. We will use commercially reasonable efforts to provide Support for any particular Platform version for up to thirty (30) days after such version release date, and not beyond such time.

   c. **Interruption of Service.** We and our suppliers disclaim all liability for any temporary delay, outages, or interruptions of the Platform.

d. **Your Responsibilities.** You are responsible for: (a) the legality, accuracy, backup, and restoration of Content; (b) all of your, your Developers', and your Users' uses of the Platform and Applications, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement; (c) procuring and maintaining your network connections and telecommunications links from your systems to our data centers; (d) all problems, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links; (e) any security breaches affecting servers, accounts, Content, or Applications under your control; (f) ensuring that your information technology systems are secure and comply with all of the Platform's minimum requirements; and (g) properly assigning permissions to each Developer in accordance with the categories in the applicable Statement of Work. At all times, we operate under the assumption that you have properly assigned such permissions to Developers.

8. **Cooperation and Compliance.**

a. **Cooperation.** You agree that we will not be responsible for any errors in the Applications resulting from our reliance on inaccurate, inauthentic, or incomplete data or information that you provide to us. You will cooperate with us and take all actions reasonably necessary to enable us to perform the Services. You will provide, on a timely basis, all information, as well as access to systems, locations and personnel, that we reasonably request to enable us to provide the Services. You agree that your failure to do so may result in a delay of the Services. You assume sole responsibility for the results and output generated from Applications and obtained from the Platform. We expressly disclaim all liability for any damage or loss caused by errors or omissions in any information, instructions, or scripts that you provide to us in connection with the Platform or any actions that we take at your direction during the Services.

b. **Compliance.** You will materially comply with all applicable laws and regulations, as well as all terms of this Agreement and the applicable Statement of Work. You will ensure that all of your Developers and Users adhere to this Agreement and our policies, as they may be updated by us at any time. We disclaim all liability for any actions, omissions, or errors in the Platform or the Services arising out of or resulting from your failure to comply with Sections 3 and 4.

9. **Intellectual Property.**

a. **Platform.** We own all right, title to, and interest in, including all intellectual property rights, the Platform.

b. **Templates.** We own all right, title to, and interest in, including all intellectual property rights, the Templates. If any of Customer's Application includes copies of our Templates, then that portion of your Application containing the Template shall remain our sole and exclusive property, and we hereby grant you a perpetual, non-exclusive, royalty-free license to use such copy of the Template.

c. **Content.** You own all right, title to, and interest in, including all intellectual property rights, your Content. At any time during the Term, you may request that we export any Content that resides in the Platform, and we will provide such Content within seventy-two (72) hours, subject to a reasonable additional fee.

d. **Services.** Subject to the terms of this Agreement, you will own any Content developed by us on your behalf through the Services. If any deliverable that we provide to you through the Services includes any of our Pre-existing Materials, we hereby grant you a perpetual, non-exclusive, royalty-free license to use such Pre-existing Materials solely with the deliverable.

e. **Pre-existing Materials.** Each party retains any and all ownership rights to its own Pre-existing Materials. Our Pre-existing Materials include: all of our algorithms, application programming interfaces, apparatus concepts, moral rights, patents and patent rights in any country, trade secrets, and know-how, as well as improvements, upgrades, and updates to the Platform, data, databases and data collections, documentation,

flow charts, formulae, ideas and inventions (whether or not patentable or reduced to practice), materials, marketing and development plans, trade marks (including all SLINGR's brand names, logos, and slogans), methods, models, net lists, network configurations and architectures, procedures, processes, protocols, schematics, software code (in any form including source code and executable or object code), specifications, subroutines, techniques, Templates, uniform resource identifiers including uniform resource locaters, user interfaces, web sites, works of authorship, and other forms of technology together with the physical embodiments thereof.

f. **Feedback.** You hereby assign to us all right, title to, and interest in all Feedback provided by you, your Developers, or Users, and we are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

g. **Intellectual Property Disclosed on the Platform.** We reserve the right, at our discretion (but we are not obligated to) inquire about and to delete material from the Platform or an Application that we reasonably believe may infringe or violate the intellectual property rights of others. We also reserve the right to suspend and/or terminate the Licenses of you or your Developers who we reasonably believe may infringe or violate the intellectual property rights of others. If you believe that the Platform has been used in a way that may constitute an intellectual property infringement or violation, you must provide us with all the information that we request. If you use the Platform or an Application to collect or otherwise process Personal Data of any person, including but not limited to Users, you agree to be solely responsible for such Personal Data. To the extent that any Personal Data may be subject to any data protection laws, you will notify us in writing prior to transferring such Personal Data to us and, to the extent that we would be a processor or subprocessor (as those terms are defined in any data protection laws) of Personal Data, then we will negotiate in good faith the appropriate terms and conditions of such processing. We disclaim all liability for any loss or exposure of any data, including but not limited to Personal Data, that is transmitted through an Application.

10. **Third Party Software and Third Party Hardware.**

a. **Third Party Software.** The Platform may incorporate Third-Party Software which is either (i) provided by us for use with the Platform; and/or (ii) required to be provided by you for use with the Platform. Unless the Third Party Software is provided by us, you must separately purchase the required Third Party Software. Notwithstanding any other provision in this Agreement, we disclaim all liability for any failure in performance of or defect in your ability to use the Platform due to your failure to separately purchase such Third Party Software.

b. **Third Party Hardware.** Customer must separately purchase any Third-Party Hardware that may be required in order to use and/or optimize performance of the Platform.

c. **No Representations or Warranties.** We do not make any representations or warranties, expressed or implied, regarding any Third Party Software or Third-Party Hardware. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE IS AT YOUR SOLE RISK AND SUCH THIRD PARTY SOFTWARE AND THIRD PARTY HARDWARE IS PROVIDED "AS IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND FROM US, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, COMPATIBILITY WITH THE PLATFORM, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE WILL NOT BE LEGALLY RESPONSIBLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL ARISING FROM THE USE OR INABILITY TO USE ANY THIRD-PARTY SOFTWARE OR THIRD-PARTY HARDWARE. YOU AGREE TO

OBSERVE THE TERMS OF ANY LICENSE AND/OR APPLICABLE END-USER AGREEMENT FOR THIRD PARTY SOFTWARE AND THIRD-PARTY HARDWARE, AND YOU WILL BE FULLY LIABLE TO THIRD PARTY VENDORS AND US WITH RESPECT TO ANY IMPROPER USE OF SUCH THIRD PARTY SOFTWARE OR THIRD PARTY HARDWARE OR VIOLATION OF LICENSE AGREEMENTS WITH THEM AND/OR APPLICABLE END-USER AGREEMENTS. YOUR BREACH OF ANY LICENSE AND/OR APPLICABLE END-USER AGREEMENT FOR THIRD-PARTY SOFTWARE WILL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT. You will not remove, modify or obscure any copyright, trademark or other proprietary rights notices that appear on any Third-Party Software or Third-Party Hardware or reverse engineer, decompile, or disassemble any Third Party Software or Third-Party Hardware.

11. **Confidential Information.** Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party ("Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by Disclosing Party in writing, limit access to Confidential Information of Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who agreed to maintain the confidentiality of the Confidential Information. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by Receiving Party, Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

12. **Fees and Payment.**

a. **Fees for the License.** Platform license fees appear on Schedule A. We may use Payment Processors to bill you for your License through the payment information linked to your account. You agree to pay us, through any Payment Processors, all fees and expenses due for the License in accordance with our pricing and billing policies and you authorize us and any Payment Processors to charge all such sums (including all applicable taxes) to the payment method linked to your account. You agree to be billed on a recurring basis for the License, and agree to be automatically charged by us or our Payment Processors using the payment method linked to your account.

b. **Updates to Payment Methods.** You must provide us with current, complete, and accurate payment and billing information, and you must promptly update all relevant information in the event of changes (such as a change in billing address, credit card number, or credit card expiration date). You must promptly notify us or the Payment Processors if your payment method is canceled or otherwise inoperable.

c. **Fees for Services.** You will pay us all fees and expenses for the Services as listed in the Statement of Work. SLINGR invoices monthly, in advance, for professional services including production support. You will make all payments for the Services in US dollars when due. If you fail to make any payment within 10 days of the payment due date, then we may charge interest on the past due amount at the higher of a rate of 1.5% per month or the highest rate permitted under applicable law, and you will reimburse us for all reasonable costs that we incur when collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

d. **Taxes.** All fees are exclusive of taxes. You are responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges.

e. **Payment Disputes.** Except as permitted in this Agreement, all payments that you make to us are non-refundable. You may withhold payments of fees for Services that you dispute in good faith, pending resolution of such dispute, provided that you: (i) timely render all payments and amounts that are not in dispute; (ii) notify us of the dispute within ten (10) days of the date of the invoice, specifying in the notice the amount in dispute and the reason for the dispute; and (iii) promptly pay any amount determined to be payable by resolution of the dispute.

f. **Changes in Fees.** Once per calendar year during the Term, we may modify the fees. You may terminate this Agreement if the fees are increased by an amount that is greater than ten (10%) percent of the fees that we charged you during the prior year.

13. **Term, Termination, Survival, and Suspension.**

a. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement, will continue in effect until the date that either Party terminates this Agreement in accordance with Section 13.b (the "Term").

b. **Termination.** In addition to any other express termination right set forth in this Agreement, either party may terminate this Agreement or a Statement of Work (i) during the first year of the Term, by serving a notice to terminate for convenience and without cause upon the other party, which specifies an effective date of termination at least ten (10) days after service of the notice, or (ii) during any subsequent year of the Term, by serving a notice to terminate for convenience and without cause upon the other party, which specifies an effective date of termination at least sixty (60) days after service of the notice. In addition, either party may terminate this Agreement or a Statement of Work if the other party (i) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days; (iv) upon thirty (30) days written notice for any reason. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. We may terminate this Agreement or a Statement of Work effective immediately upon written notice to you if we discontinue providing any portion of the Platform, Services, or Support. In addition, the parties may terminate this Agreement at any time upon mutual written agreement.

c. **Effect of Expiration or Termination.** The termination or expiration of any Statement of Work will not affect any other existing Statements of Work or this Agreement. All Statements of Work will terminate automatically in the event of termination of this Agreement. Upon termination of this Agreement or termination or expiration of a Statement of Work, the Licenses (including licenses to Third Party Software that were provided to you by us) will also terminate, and, without limiting your obligations under Section 7, you will immediately cease using the Platform and we will cease all Support. Within fifteen (15) days of the termination date, you will pay all fees and costs accrued before the termination date. Upon your written request that we receive within seven (7) days of the termination date, we will promptly return your Pre-existing Materials that we or our Developers have in our possession, subject to our rights and obligations set forth in Section 7. We will not take any action to intentionally erase any of the Content for a period of eight (8) days after the termination date.

d. **Survival.** Sections 5, 7, 9.c, 11, 12, 13, 15, 16 and 17 survive any termination or expiration of this Agreement.

e. **Suspension.** We may suspend your License if: (i) it is reasonably needed to prevent unauthorized access to Content; (ii) you fail to respond to a claim of alleged infringement under Section 5 within a reasonable time; (iii)

you do not pay amounts due under this Agreement; or (iv) you do not abide by the Acceptable Use Policy or you violate other terms of this Agreement. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate your License and delete your Content without any retention period. We may also terminate your License if your use of the Platform is suspended more than twice in any 12-month period. If we suspend the License due to Customer's fault, then we may, but are not obligated to, reinstate the License if you have satisfied all reasonable conditions that we impose and pay all overdue fees (including applicable interest) to us.

14. **Representations and Warranties.**

a. **Your Representations and Warranties.** You represent and warrant that: (i) you, your Developers, and all Users are at least 18 years of age, if an individual; (ii) you have the legal right and ability to enter into this Agreement; (iii) you will, and will ensure that your Developers, and all Users access the Platform only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (iv) Content does not and will not infringe or violate any right of any third party (including any intellectual property rights) or violate any applicable law, regulation or ordinance; and (v) you have all licenses, permits, and consents (including consents from employees) which may be required for you to build and manage Applications.

b. **Platform Representations.** We represent that the Platform does not contain any virus or other malicious code that would cause the Platform to become inoperable or incapable of being used.

c. **Service Representations and Warranties.** We represent and warrant that: (i) we have the legal right and ability to enter into this Agreement; (ii) the Services will be provided with reasonable care and skill, and materially in accordance with the applicable Schedules and Statements of Work and in accordance with good industry practice; (iii) we will use appropriately qualified and trained personnel in performance of the Services; and (iv) we have and will maintain all necessary rights, licenses, consents, and permissions necessary for the performance of our obligations under this Agreement.

d. **Void Warranties.** The warranties included in this Agreement regarding the Platform do not apply and become void if you breach any provision of this Agreement, or if you, a User, or any other person who you provide with access to the Platform whether or not in violation of this Agreement modifies or damages the Platform or misuses the Platform.

e. **Remedies.** If you notify us promptly in writing that the Platform fails to comply with the warranty in Section 14.b and such failure is not excluded from warranty pursuant to Section 14.d, then we will, at our sole option, either: (i) repair or replace the Platform, provided that you reasonably cooperate with us to recreate such failure; or (ii) terminate your License. The remedies set forth in this Section 14.e are your sole remedies and our sole liability for failure to comply with the warranty in Section 10.b.

f. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY IN SECTION 14.b, THE PLATFORM IS PROVIDED "AS IS" AND WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY RESULTS FROM THE USE THEREOF, WILL MEET YOUR, A USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, OR ERROR FREE.

15. **Indemnification.**

a. **Our Indemnification.** Subject to Section 15.b, we will indemnify, defend, and hold you harmless from and against any and all Losses that you incur resulting from any third-party claim, suit, action, or proceeding alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that you promptly notify us in writing of the claim, cooperate with us, refrain from making any admission or liability, and allow us sole authority to control the defense and settlement of such claim.

b. **Exceptions to Our Indemnification Obligations.** We will not indemnify you if the alleged infringement arises from: (i) your breach of the Agreement; (ii) use of the Platform in combination with data, software, hardware, equipment, or technology not authorized by us in writing; (iii) modifications to the Platform which were not made by us; (iv) Services performed by our Developers at your instruction; (v) use of any version other than the most current version of the Platform; (vi) Third Party Software or Third Party Hardware; (vii) modification or damage to the Platform; or (viii) misuse of the Platform.

c. **Remedies.** If a claim described in Section 15.a is made or appears possible, we will seek to: (i) obtain the right for you to keep using the Platform; or (ii) modify or replace the Platform with a functional equivalent and notify you to stop use of the prior version of the Platform. If these options are not commercially reasonable, we may terminate your License. THIS SECTION 15.c IS YOUR SOLE REMEDY AND OUR SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

d. **Your Indemnification.** You will indemnify, hold harmless, and, at our option, defend us from and against any Losses we incur resulting from any third-party claim, suit, action, or proceeding based on (i) your negligence or willful misconduct; (ii) your actions or inactions listed in Section 15.b; (iii) our use of any of your information as you provided it to us, including your breaches or privacy and/or data protection; and (iv) your use of the Platform in breach of this Agreement, provided that you may not settle any claim against us unless such settlement completely and forever releases us from all liability with respect to such claim or unless we consent to such settlement.

16. **Limitation of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 16, IN NO EVENT WILL WE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, INCLUDING YOUR INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 16, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID AND PAYABLE TO US UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 16 DO NOT APPLY TO CLAIMS ARISING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, OR OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED, OR EITHER PARTY'S BREACH OF SECTIONS 1, 9. or 11 OR EITHER PARTY'S OBLIGATIONS UNDER SECTION 15.

17. **Miscellaneous.**

a. **Notices.** Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the return receipt, email transmission date, or date on the courier confirmation of delivery. Each party giving notice will address the notice to the appropriate person at the receiving party at the address listed in the signature block below.

b. **Assignment.** You may not assign this Agreement or a Statement of Work either in whole or in part or transfer Licenses without our consent.

c. **Severability.** If any part of this Agreement is held unenforceable, the rest remains in full force and effect.

d. **Amendment and Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. Failure to enforce any provision of this Agreement will not constitute a waiver.

e. **No Agency.** This Agreement does not create an agency, partnership, or joint venture.

f. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

g. **Applicable Law And Venue.** The laws of the State of Colorado (excluding any laws that direct the application of another jurisdiction's law) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including its validity, interpretation, construction, performance, and enforcement. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Colorado in each case located in the city and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

h. **Entire Agreement.** This Agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the event of any inconsistency between the statements made in the body of this Agreement, the related schedules, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its schedules; (ii) second, the schedules to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference. Any legal terms or conditions on your purchase orders or similar documents have no effect.

i. **Force Majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services)). This Section will not, however, apply to your payment obligations under this Agreement.

j. **Publicity.** We may list you on our website to indicate that you are a current customer. We may request that the parties agree to issue a press release announcing our relationship. Each party will have the right to approve the content of the press release prior to any publication of the press release. The parties agree that the approvals under this Section will not be unreasonably withheld and each party may revoke any such granted publicity right at any time upon notice to the other party.

18. **Definitions.** Any reference in this agreement to "day" will be a calendar day.

a. "Application" means the computer software package that is created through the Platform to perform a specific function for a User, and consists of the following components: (i) Builder, (ii) Runtime, and (iii) Monitor.

b. "Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. "Ownership" means, for purposes of this definition, control of more than a 50% interest in an

entity.

c. “Builder” means the component of an Application that permits Developers to access the Platform to build out the functionality of the Application.

d. “Confidential Information” means information about a party’s business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information.

e. “Content” means all information, data, materials, and content of any kind, furnished or made available to us by you, and/or stored in or entered into the Platform by or on behalf of you, Developers, or Users.

f. “Developer” means a person who you permit to use the Platform on your behalf to access the Builder or Monitor components of an Application in accordance with this license.

g. “Feedback” means any communications or materials suggesting or recommending changes to the Platform, Documentation, or Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like.

h. “Losses” means losses, damages, liabilities, costs (including attorneys’ fees).

i. “Monitor” means the component of the application that permits Developers to access the Platform to modify the Application and monitor the Content.

j. "Payment Processors” means third-party payment processors.

k. “Personal Data” means information relating to an identified or identifiable natural person.

l. “Platform” means the SLINGR platform that permits you and Developers to build, host, and manage Applications using a “no-code” development tool, including any Updates.

m. “Pre-existing Materials” includes any or all inventions, discoveries, ideas (whether patentable or not), and all works and materials, including but not limited to products, devices, computer programs, source codes, designs, files, texts, drawings, processes, data or other information or documentation in preliminary or final form, and all intellectual property rights in or to any of the foregoing which are owned by a party to this Agreement to the extent and in the form that they existed prior to Effective Date and, in your case, were created without any use of the Platform or Documentation.

n. “Runtime” the means the component of an Application that permits Users to access the Application.

o. “Services” means professional services provided by our Developers to assist you with the development of an Application using the Platform.

p. “Statement of Work” means a statement of work executed by you and us which is entered into under this Agreement to further define the Services.

q. “Template” means any metadata that we have developed to achieve generic functions and provide repeatable data outputs for use on the Platform.

r. “Third Party Hardware” means hardware provided by a third party.

s. “Third Party Software” means software and/or services provided by a third party.

t. “Updates” means updates, bug fixes, patches, other error corrections, as well as enhancements, upgrades, and all future releases.

u. “User” means any person you permit to access the Runtime component of an Application hosted in the Platform or otherwise use the Application.