

Ledyard Ventures
Ledyard Ventures (Online) Agreement

This Ledyard Ventures (Online) Agreement (the “Agreement”) is entered into between Ledyard Ventures and the party which agrees to these terms (“Customer”). “Ledyard Ventures” means (i) Ledyard Ventures, with offices at Ledyard Ventures, with respect to all other Ledyard Ventures services. This Agreement is effective as of the date you click the “I Accept” button below or, if applicable, the date the Agreement is countersigned (the “Effective Date”). If you accept on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind your employer or the applicable entity to these terms; (ii) you have read and understand this Agreement; and (iii) you agree on behalf of the party that you represent to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity please do not accept these terms (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services as ordered in the applicable Order Form.

1. Services. Ledyard Ventures will provide the Services ordered in the applicable Order Form in accordance with the applicable SLA. Customer may use the Services ordered in the applicable Order Form in accordance with this Agreement.

1.1 Facilities and Data Transfer. As necessary to provide the Services, Ledyard Ventures may transfer, process, and store Customer Data in the United States or any other country in which Ledyard Ventures or its agents maintain facilities. Through use of Ledyard Ventures Services, Customer consents to this transfer and storage of Customer Data.

1.2 No Ads. Ledyard Ventures will not use Customer Data for Advertisement purposes.

1.3 New Features or Services. Ledyard Ventures may make new applications or features for the Services available occasionally, the use of which may be conditional upon Customer’s agreement to additional terms.

1.4 Verification to Use Services. Customer must verify an Email Address to use the Services. If Customer does not have valid permission to use the Email Address or does not own or control the Email Address, then Ledyard Ventures will have no obligation to provide Customer with the Services and may delete the Account without notice.

1.5 Service Specific Terms. The Service Specific Terms are incorporated by this reference into the Agreement.

2. Modifications.

2.1 Modifications to Services.

(a) Deprecation Policy. Ledyard Ventures will notify Customer at least 12 months before a Significant Deprecation unless Ledyard Ventures reasonably determines that: (i) Ledyard Ventures is not permitted to do so by law or by contract (which includes a change in applicable law or contract), or (ii) to continue to provide the Service that is subject to the Significant Deprecation could create a (A) security risk or (B) substantial economic or technical burden.

(b) Other Modifications. Subject to Section 2.1(a) (Deprecation Policy), Ledyard Ventures may make changes to the Services, which may include to add, update, or discontinue any Services

or feature(s) of the Services. Ledyard Ventures will notify Customer of any material change to the Core Services.

2.2 Modifications to URL Terms.

(a) Changes to URL Terms. Ledyard Ventures may change the URL Terms, subject to Section 2.2(d) (Objection to Changes).

(b) Notification of Material Changes. Ledyard Ventures will notify Customer of any material change to the URL Terms.

(c) When Changes take Effect. Material changes to the URL Terms will become effective 30 days after the notice is given, except that (i) materially adverse SLA changes will become effective 90 days after notice is given; and (ii) changes applicable to new Services or functionality will be effective immediately.

(d) Objection to Changes. Unless a(n) Ledyard Ventures change to the URL Terms is required by a court, judicial or administrative order issued by the competent authority or by applicable law, or applies to new Services or Functionality, then the below will apply:

(i) If a change to the URL Terms has a material adverse impact on Customer, then Customer may object to the change by notification to Ledyard Ventures within 30 days after Ledyard Ventures provides notice.

(ii) If Customer so notifies Ledyard Ventures, then Customer will remain governed by the URL Terms in effect immediately before the change until the earlier of: (A) the end of the then-current Order Term or (B) 12 months after the notice was given.

3. Customer Obligations.

3.1 Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services, which includes all access to and use of Customer Data by Customer and its End Users, complies with this Agreement and with any of its applicable contract terms or policies, which include any employment contracts or employer's policies in regard to technology usage, security, or confidentiality; (b) use reasonable efforts to prevent unauthorized access or use of the Services; and (c) promptly notify Ledyard Ventures of any unauthorized use of, or access to, the Services of which Customer becomes aware.

3.2 Additional Products. Ledyard Ventures makes optional Additional Products available to the Customer. Use of Additional Products is subject to the Additional Product Terms.

3.3 Administration of Services.

(a) Admin Console. Ledyard Ventures will provide Customer access to the Admin Console for the Administrator to manage Customer use of the Services (and use of the Services by Customer End Users, if applicable). Customer may use the Admin Console to specify one or more Administrators who will have the rights to access Admin Account(s). Customer is responsible for: (a) maintain the confidentiality and security of the End User Accounts and associated passwords; and (b) any use of the End User Accounts. Customer agrees that Ledyard Ventures's responsibilities do not extend to the internal management or administration of the Services for Customer or any End Users.

(b) Administrator Access to End User Accounts. An Administrator will have the ability to access, monitor, use, modify, withhold, or disclose Customer Data associated with any End User Accounts and control End User's access to the Services. An Administrator may also have the ability to: (i) control account settings for End User Accounts (includes changes to End User

Account passwords) and (ii) remove or disable any Services or Additional Products or other services/products enabled or installed through use of the End User Account. Use of Additional Products or other services/products with the End User Accounts is at Customer's own risk.

(c) Merchant as Administrator. If Customer orders Services via Merchant, at Customer's discretion, Merchant may have access to Customer's Account and Customer's End User Accounts. As between Ledyard Ventures and Customer, Customer is solely responsible for: (i) any access by Merchant to Customer's Account or Customer's End User Accounts; and (ii) definition of within the Merchant Agreement any rights or obligations as between Merchant and Customer with respect to the Services.

(d) Consents. Customer will obtain and maintain all required consents to permit: (i) Customer's, and its End Users' if applicable, use of the Services; and (ii) access to, storage of, and the process of Customer Data under this Agreement.

3.4 Use Restrictions. Customer will not, and will not allow End Users or third parties under its control to: (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sublicense, transfer or distribute any Services; (c) sell, resell, or otherwise make the Services available to a third party as part of a commercial offer that does not have material value independent of the Services; or (d) access or use the Services: (i) for High Risk Activities; (ii) in a manner intended to avoid incurred Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or facilitates the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA. Unless otherwise permitted in the Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency service calls.

3.5 Monitor of Abuse. Customer is solely responsible to monitor, respond to and otherwise process emails sent to the "abuse" and "postmaster" aliases for any Domain Name(s) verified for use with the Services, but Ledyard Ventures may monitor emails sent to these aliases for Domain Names to allow Ledyard Ventures to identify Services abuse.

3.6 Request of Additional End User Accounts Within Duration of Order Term. Customer may purchase additional End User Accounts within an Order Term by: (a) execution of an additional Order Form with Ledyard Ventures or Merchant, as applicable, or (b) via the Admin Console. Such additional End User Accounts will have a pro-rated term that ends on the last day of the applicable Order Term.

4. Payment.

4.1 Orders via Merchant. If Customer orders the Services from Merchant, then: (a) fees for the Services will be set between Customer and Merchant, and any payments will be made directly to Merchant under the Merchant Agreement; (b) the provisions which remain in this Section 4 (Payment) will not apply to the Services; (c) Customer will receive applicable Service Credits (if any) from Merchant; (d) Customer may request additional End User Accounts within the duration of the Order Term by contact of Merchant; and (e) Ledyard Ventures may share

Customer Confidential Information with Merchant as a Delegate subject to Section 7.1 (Confidentiality Obligations) of this Agreement.

4.2 Usage and Invoice. Customer will pay all Fees for the Services. Ledyard Ventures will invoice Customer all Fees for the Services. Ledyard Ventures's measurement tools will be used to determine Customer's usage of the Services. Customer may elect one of the listed bill options, or from among other options offered by Ledyard Ventures, in conjunction with placement of Customer's order for the Services. Ledyard Ventures may change its offer of bill options, which includes limitation of or cease to offer any bill option, upon thirty days' written notice to Customer (which may be by email). Bill options may not be available to all customers. Customer may pay for the Services by use of the payment options listed next in Section 4.3 (Payment).

(a) Monthly or Weekly Plan. If Customer selects this option, Customer will not be committed to purchase the Services for a pre-defined term, but will pay for the Services on a monthly basis. Ledyard Ventures will bill Customer: (i) for the Services when Customer orders the Services, and will use this rate to calculate the Fees, on a prorated basis, for Customer's daily usage within that month. Any partial day of Services usages will be rounded up to a full day of Services usages to calculate Fees.

(b) Annual Plan. If Customer selects this option, Customer will be committed to purchase the Services from Ledyard Ventures for an annual term. Ledyard Ventures will bill Customer in accordance to the terms associated with Customer's elections on the Order Form.

4.3 Payment.

(a) Credit Card or Debit Card. Fees for orders where Customer is to pay with a credit card, debit card or other non-invoice form of payment, are due at the end of the period in which Customer received the Services. For credit cards, or debit cards, as applicable: (i) Ledyard Ventures will charge Customer for all applicable Fees when due and (ii) these Fees are considered overdue thirty days after the end of the month in which Customer received the Services.

(b) Invoices. Payments for invoices are due thirty days after the invoice date, unless otherwise specified on the Order Form, and are considered overdue after such date.

(c) Other Forms of Payment. Customer may change the payment method to those available within the Admin Console. Ledyard Ventures may enable other forms of payment through availability of such other payment forms within the Admin Console. Other forms of payment may be subject to additional terms which Customer may have to accept prior to use of the additional forms of payment.

4.4 Overdue Payments.

(a) Customer's payment of Fees is overdue if Ledyard Ventures has not received payment by the due date. If Customer's payment is overdue, Ledyard Ventures may (i) charge interest on the overdue amount at 1.5% per month (or the highest rate permitted by law, if less) from the payment due date until paid in full, and (ii) Suspend or terminate the Services.

(b) Customer will reimburse Ledyard Ventures for all reasonable expenses (attorneys' fees included) incurred by Ledyard Ventures in collection of overdue payments, except where such payments are due to Ledyard Ventures's bill inaccuracies.

4.5 Purchase Orders. If Customer requires a purchase order number on its invoice, Customer will provide a purchase order number in the Order Form. If Customer does not provide a

purchase order number, then: (a) Ledyard Ventures will invoice Customer without a purchase order number; and (b) Customer will pay invoices without a purchase order number. Any terms on a purchase order are void.

4.6 Taxes. Taxes are not included in the Fees. Customer will pay Taxes for the Services. If legally required, Customer will withhold Taxes from its payments to Ledyard Ventures and provide a withholding Tax certificate. Unless Customer provides a timely and valid tax exemption certificate, Customer will pay any invoiced Taxes for the Services. Without limitation of Customer's obligation to pay Fees, Customer will withhold Taxes if legally required.

4.7 Price Revisions. Ledyard Ventures may modify its Prices at any time unless otherwise expressly agreed in an addendum or Order Form. Ledyard Ventures will notify Customer at least 30 days in advance of any Price increases.

5. Technical Support Services. Ledyard Ventures will provide TSS to Customer through course of the Order Term in accordance with the TSS Guidelines subject to payment of support Fees, if applicable. If Customer orders the Services from Merchant, then Customer acknowledges and agrees that Merchant may disclose Customer Data to Ledyard Ventures as reasonably required in order for Merchant to handle any support issues that Customer escalates to or via Merchant.

6. Suspension.

6.1 Limitations on Services Suspension. Ledyard Ventures may Suspend Services as described in Sections 6.2 (AUP Breaches) and 6.3 (Emergency Suspension). Any Suspension under those Sections will be to the minimum extent and for the shortest duration required to: (a) prevent or terminate the offensive use, (b) prevent or resolve the Emergency Security Issue, or (c) comply with applicable law.

6.2 AUP Breaches. If Ledyard Ventures becomes aware that Customer's or any Customer End User's use of the Services breaches the AUP, Ledyard Ventures will request that Customer correct the breach. If Customer fails to correct such breach within 24 hours of such request, or if Ledyard Ventures is otherwise required by law to take action, then Ledyard Ventures may Suspend Services.

6.3 Emergency Suspension. Ledyard Ventures may immediately Suspend Customer's or any Customer End User's use of the Services or a Customer End User Account if: (a) there is an Emergency Security Issue, or (b) Ledyard Ventures is required to Suspend such use to comply with applicable law. At Customer's request, unless prohibited by law, Ledyard Ventures will notify Customer of the basis for the Suspension as soon as is reasonably possible. For Suspensions of End User Accounts, Ledyard Ventures will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

7. Confidentiality.

7.1 Obligations. Subject to Section 7.2 (Disclosure of Confidential Information) the recipient will use the other party's Confidential Information only to exercise rights and fulfill obligations under this Agreement. The recipient will use reasonable care to protect against disclosure of the other party's Confidential Information to other parties other than the recipient's employees, Affiliates, agents, or professional advisors ("Delegates") who require knowledge of the Confidential Information and who have a legal obligation to keep the information confidential. The recipient will ensure that its Delegates are also subject to the same non-disclosure and use obligations.

7.2 Disclosure of Confidential Information.

(a) General. Regardless of any other provision in the Agreement, the recipient or its Affiliates may disclose the other party's Confidential Information (i) in accordance with a Legal Process, subject to Section 7.2(b) (Legal Process Notification) or (ii) with the other party's written consent.

(b) Legal Process Notification. The recipient will use commercially reasonable efforts to notify the other party before disclosure of that party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is informed that (i) the recipient is legally prohibited to give notice or (ii) the Legal Process relates to exceptional circumstances which involve danger of death or serious physical injury.

(c) Opposition. The recipient and its Affiliates will comply with the other party's reasonable requests to oppose disclosure of its Confidential Information.

8. Intellectual Property.

8.1 Intellectual Property Rights. Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data, and Ledyard Ventures retains all Intellectual Property Rights in the Services.

8.2 Brand Features. Ledyard Ventures will display only those Customer Brand Features that Customer authorizes Ledyard Ventures to display by the placement of such features into the Services. Ledyard Ventures will display those Customer Brand Features within designated areas of the web pages that display the Services to Customer or its End Users. Ledyard Ventures may also display Ledyard Ventures Brand Features on such web pages to indicate that the Services are provided by Ledyard Ventures.

8.3 Feedback. At its option, Customer may provide Feedback about the Services to Ledyard Ventures. If Customer provides Feedback, then Customer assigns to Ledyard Ventures all right, title, and interest in that Feedback.

9. Marketing and Publicity. Each party may use the other party's Brand Features in connection with this Agreement only as permitted in the Agreement. Customer may state publicly that it is a Ledyard Ventures customer and display Ledyard Ventures Brand Features in accordance with the Trademark Guidelines. Ledyard Ventures may (a) orally state that Customer is a Ledyard Ventures customer and (b) include Customer's name or Customer Brand Features in a list of Ledyard Ventures customers in Ledyard Ventures's promotional materials. Any use of a party's Brand Features will insure to the benefit of the party which holds Intellectual Property Rights to those Brand Features. A party may revoke the other party's right to use its Brand Features with written notice to the other party and a reasonable period to stop use.

10. Representations, Warranties and Disclaimers.

10.1 Representations and Warranties. Each party represents that it: (a) has full power and authority to enter into the Agreement; and (b) will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

10.2 Disclaimers. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Ledyard Ventures (a) does not make any other warranties of any kind, whether express, implied, statutory or otherwise, which includes warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services; and (b) makes no representation about content or information made accessible

through the Services. Unless otherwise stated in Agreement, Customer acknowledges the Services are not capable to place or receive emergency service calls.

11. Term and Termination.

11.1 Agreement Term. This Agreement will remain in effect for the Term unless it expires or is terminated in accordance with the Agreement.

11.2 Renewal.

(a) With a Monthly or Weekly Plan. With a Monthly or Weekly Plan Customer is not committed to purchase the Services for a pre-defined term. As a result, there is no renewal event for the Monthly Plan. Rather, Ledyard Ventures will continue to bill Customer fees consistent with Section 4.1(a) above.

(b) With an Annual Plan. At the end of each Order Term, the Services will renew consistent with Customer's elections on the Order Form or Admin Console.

(c) Generally. Customer may alter the number of End User Accounts to be renewed via the Admin Console. Customer will continue to pay Ledyard Ventures the then-current Fees for each renewed End User Account unless Customer and Ledyard Ventures mutually agree otherwise. If one party does not want the Services to renew, then it will provide the other party written notice to this effect at least fifteen days before the end of the then current Order Term. This notice of non renewal will be effective upon the conclusion of the then current Order Term.

11.3 Termination for Breach. Either party may terminate the Agreement if the other party: (a) is in material breach of the Agreement and fails to cure that breach within thirty days after receipt of written notice; or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days.

11.4 Termination for Inactivity. Ledyard Ventures reserves the right to terminate the Agreement and the provision of the Services upon 30 days advance notice if, for a period of 60 consecutive days, Customer, inclusive of any End Users,: (a) has not accessed the Admin Console or (b) has not used the Services.

11.5 Effects of Termination. If the Agreement terminates or expires, then all Order Forms also terminate or expire, as applicable. If the Agreement terminates or expires, then: (a) all rights and access to the Services under the Agreement will terminate (which includes access to Customer Data); and (b) Ledyard Ventures will send to Customer a final invoice.

11.6 Survival. The Sections to follow will survive expiration or termination of this Agreement: Section 4 (Payment), 7 (Confidentiality), 8 (Intellectual Property), 10.2 (Disclaimer), 11.5 (Effects of Termination), 12 (Indemnification), 13 (Liability), 15 (Miscellaneous) and 16 (Definitions).

12. Indemnification.

12.1 Ledyard Ventures Indemnification Obligations. Ledyard Ventures will defend Customer and its Affiliates who participate under this Agreement ("Customer Indemnified Parties"), and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent that arises from an allegation that Customer Indemnified Parties' use in accordance with this Agreement if any of Ledyard Ventures Indemnified Materials infringes the third party's Intellectual Property Rights.

12.2 Customer Indemnification Obligations. Unless prohibited by applicable law, Customer will defend Ledyard Ventures and its Affiliates and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent that arises from: (a) any Customer Indemnified

Materials; or (b) Customer's or an End User's use of the Services in violation of the Acceptable Use Policy or the Use Restrictions.

12.3 Indemnification Exclusions. Sections 12.1 (Ledyard Ventures Indemnification Obligations) and 12.2 (Customer Indemnification Obligations) will not apply to the extent of the fundamental allegation if the allegation arises from: (a) the indemnified party's breach of the Agreement; or (b) a combination of Ledyard Ventures Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

12.4 Indemnification Conditions. Sections 12.1 (Ledyard Ventures Indemnification Obligations) and 12.2 (Customer's Indemnification Obligations) are conditioned on the subsequent:

(a) The indemnified party must promptly notify the indemnifying party in written form of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 12.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Sections 12.1 (Ledyard Ventures Indemnification Obligations) or 12.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) The indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the subsequent: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement which requires the indemnified party to admit liability, pay money, or take (or to not take) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

12.5 Remedies.

(a) If Ledyard Ventures reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Ledyard Ventures may, at its sole option and expense: (i) obtain the right for Customer to continue to use the Services; (ii) modify the Services, without material reduction of their functionality, to make them to no longer infringe; or (iii) replace the Services with a functionally equivalent alternative which does not infringe.

(b) If Ledyard Ventures does not believe the remedies in Section 12.5(a) are commercially reasonable, then Ledyard Ventures may Suspend or terminate the impacted Services.

12.6 Sole Rights and Obligations. Without effect to either party's termination rights, this Section 12 (Indemnification) states the parties' sole and exclusive remedy under this Agreement for any third party allegations of Intellectual Property Rights Infringement covered by this Section 12 (Indemnification).

13. Liability.

13.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 13.2 (Unlimited Liabilities), neither party will have any Liability which arises out of or relates to the Agreement for any: (i) lost revenues, profits, savings or goodwill; or (ii) indirect, special, incidental, consequential, or punitive damages.

(b) Each party's total Liability for damages which arises out of or relates to the Agreement is limited to the Fees paid by Customer under the Agreement through the 12 month period before the event which gives rise to liability.

13.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for: (a) death, personal injury or tangible personal property damage which results from its negligence or the negligence of its employees or agents; (b) its fraud or fraudulent misrepresentation; (c) obligations under Section 12 (Indemnification); (d) its infringement of the other party's Intellectual Property Rights; (e) its payment obligations under the Agreement; or (f) matters for which liability cannot be excluded or limited under applicable law.

14. Miscellaneous.

14.1 Notices. Ledyard Ventures may provide any notice to Customer by: (a) delivery of an email to Notification Email Address or by (b) post of a notice in the Admin Console. Customer may provide notice to Ledyard Ventures by delivery of an email to [service@Ledyard Ventures.com](mailto:service@LedyardVentures.com). Notice will be treated as received when (x) the email is sent, whether or not the other party has received the email or (y) notice is posted in the Admin Console. Customer is responsible to keep its Notification Email Address current throughout the Term.

14.2 Emails. Under this Agreement, the parties may use emails to satisfy written approval and consent requirements.

14.3 Assignment. Neither party may assign the Agreement without the written consent of the other party, except to an Affiliate where: (a) the assignee agrees in written form to be bound by the terms of the Agreement; (b) the party who assigns remains liable for obligations incurred under the Agreement if the assignee defaults on them; and (c) the party who assigns has notified the other party of the assignment. Any other attempt to assign is void.

14.4 Change of Control. If a party experiences a change of Control other than an internal restructure or reorganization: (a) that party will give written notice to the other party within 30 days after the change of Control; and (b) the other party may immediately terminate the Agreement any time within 30 days after it receives that written notice.

14.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its control, which includes acts of God, natural disaster, terrorism, riots, or war.

14.6 Subcontract. Ledyard Ventures may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

14.7 No Waiver. Neither party's rights will be treated as waived through lack of exercise of (or the delay of the exercise of) any rights under the Agreement.

14.8 Severability. If any Section (or part of a Section) of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

14.9 No Agency. The Agreement does not create any agency, partnership or joint venture between the parties.

14.10 No Third-Party Beneficiaries. This Agreement does not confer any benefits on any third party unless it expressly states that it does.

14.11 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

14.12 Law of Governance. All claims that arise out of or relate to this Agreement or the Services will be governed by Texas law, with the exclusion of that state's conflict of laws rules, and will be litigated exclusively in the federal or state courts of the origin country; the parties consent to personal jurisdiction in those courts.

14.13 Amendments. Except as specifically stated otherwise in the Agreement, any amendment to the Agreement must be in written form, expressly state that it is to amend the Agreement, and must be signed by both parties.

14.14 Independent Development. Nothing in this Agreement will be construed to limit or restrict either party from the independent development of, provision of, or acquisition of any materials, services, products, programs, or technology that are similar to the subject of the Agreement; provided, that the party does not breach its obligations under the Agreement through these actions.

14.15 Entire Agreement. The Agreement states all terms agreed between the parties supersedes any prior or contemporaneous agreements between the parties which relate to the subject matter of this Agreement. By entrance into the Agreement, neither party has relied on, and neither party will have any right or remedy based on, any statement, representation, or warranty (whether made negligently or innocently), except those expressly stated in the Agreement. The Agreement includes URL links to other terms (which includes the URL Terms), which are incorporated by reference into the Agreement.

14.16 Terms of Conflict. If there is a conflict between the documents that make up this Agreement, the documents will control in the subsequent order: the Order Form, the Agreement, and the URL Terms.

14.17 Counterparts. The parties may execute this Agreement in counterparts, inclusive of facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

14.18 Electronic Signatures. The parties consent to electronic signatures.

14.19 Headers. Headers and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

15. Refund Policy: Ledyard Ventures offers refunds within the first 30 days of purchase. If 30 days have passed since purchase, a full refund will not be offered. To claim a refund, an email must be sent to Ledyard Ventures detailing the reason for the refund. A Ledyard Ventures representative will address the request and act accordingly to provide the refund should Ledyard Ventures accept.

15.1 Definitions.

"Acceptable Use Policy" or "AUP" means the acceptable use policy for the Services available at <https://Ledyard Ventures.com/terms-and-conditions/>

"Account" means Customer's Ledyard Ventures account credentials and correlated access to the Services under this Agreement.

"Additional Products" means products, services and applications that are not part of the Services but that may be accessible for use with the Services.

"Admin Account" means a type of End User Account that Customer (or Merchant, if applicable) may use to administer the Services.

"Admin Console" means the online console(s) and tool(s) provided by Ledyard Ventures to Customer to administer the Services.

“Administrators” mean the Customer-designated technical personnel who administer the Services on Customer’s behalf, and may have the ability to access Customer Data and End User Accounts.

“Advertising” means online advertisements displayed by Ledyard Ventures to End Users, with exclusion of any advertisements Customer expressly chooses to have Ledyard Ventures or any of its Affiliates display in connection with the Services under a separate agreement.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

“BAA” or “Business Associate Agreement” is an addendum to this Agreement which covers the handle of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party (or Affiliate) discloses to the other party under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the recipient, is shared with the recipient by a third party without confidentiality obligations, or becomes public through no fault of the recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Core Services” means the Core Services for Ledyard Ventures as described in the Services Summary.

“Customer Data” means data submitted, stored, sent or received via the Services by Customer, its Affiliates or End Users.

“Customer Indemnified Materials” means the Customer Data and Customer Brand Features.

“Domain Email Address” means the email address on the Domain Name for use in connection with the Services.

“Domain Name” means the domain name specified in the Order Form to be used in connection with the Services.

“Emergency Security Issue” means either: (a) Customer’s or End Users’ use of the Services in violation of the Acceptable Use Policy, where such use could disrupt: (i) the Services; (ii) other customers’ use of the Services; or (iii) the Ledyard Ventures network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

“End Users” means the individuals whom Customer permits to use the Services and who are managed by an Administrator.

“End User Account” means a Ledyard Ventures-hosted account established by Customer through its Administrator for an End User to use the Services.

“Export Control Laws” means all applicable export and re-export control laws and regulations, which include (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Feedback” means feedback or suggestions about the Services provided to Ledyard Ventures by Customer.

“Fees” means the product of the amount of the Services used or ordered by Customer multiplied by the Prices, plus any applicable Taxes.

“Ledyard Ventures Indemnified Materials” means Ledyard Ventures’s technology used to provide the Services and Ledyard Ventures’s Brand Features.

“High Risk Activities” means activities where the use or failure of the Services could lead to death, personal injury, or environmental damage; this includes nuclear facilities, air traffic control, life support systems, or weaponry.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

“which/that includes” means inclusion but not limited to.

“Indemnified Liabilities” means any (i) settlement amounts approved by the indemnifying party; and (ii) damages and costs finally awarded against the indemnified party and its Affiliates by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Rights” means all patent rights, copyright, rights in trade secret (if any), trademark rights, design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (which includes negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” means the email address(es) designated by Customer in the Admin Console.

“Order Form” means the online order page or pages, or other ordering document acceptable to Ledyard Ventures under this Agreement, issued by Ledyard Ventures and accepted by Ledyard Ventures which specifies the Services Ledyard Ventures will provide to Customer under the Agreement.

“Order Term” means the period of time which begins on the Services Start Date for the Services and continues for the period indicated on the Order Form, subject to early termination in accordance with this Agreement.

“Other Services” means the “Other Services for Ledyard Ventures” as described in the Services Summary.

“Prices” means the applicable prices stated at <http://Ledyard Ventures.com>, unless otherwise agreed to in an Order Form or amendment.

“Merchant” means, if applicable, the authorized non-Affiliate third party Merchant that sells the Services to Customer.

“Merchant Agreement” means the separate agreement between Customer and Merchant in regard to the Services. The Merchant Agreement is independent of and outside the scope of this Agreement.

“Service Specific Terms” means the terms specific to one or more Services at: <http://Ledyard Ventures.com>.

“Services” means the applicable Core Services and Other Services that are ordered in the applicable Order Form.

“Services Start Date” means the date stated in the Order Form or, if later, the date Ledyard Ventures makes the Services available to Customer.

“Services Summary” means the then-current description set out at <http://Ledyard Ventures.com>.

“Significant Deprecation” means a material discontinue of or backwards incompatible change to the Core Services that results in Services which no longer enables Customer or End Users to: (1) send and receive e-mail messages; (2) schedule and manage events; (3) create, share, store and synchronize files; (4) communicate with other End Users in real time; or (5) search, archive, and export email messages.

“SLA” means the then-current service level agreements at: <http://Ledyard Ventures.com>.

“Suspend” or “Suspension” means the disabilitation of access to or use of the Services, or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Ledyard Ventures’s or Customer’s net income, net worth, asset value, property value, or employment.

“Term” means the period which begins on the Effective Date and will remain in effect so long as there is an active Order Form.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (which includes any appellate proceeding).

“Trademark Guidelines” means Ledyard Ventures’ Brand Terms and Conditions, located at <http://Ledyard Ventures.com>.

“TSS” means the technical support services provided by Ledyard Ventures to Customer under the TSS Guidelines.

“TSS Guidelines” means the then-current support service guidelines at: <http://Ledyard Ventures.com>.

“URL Terms” means the Acceptable Use Policy, Service Specific Terms, the SLA, and the TSS Guidelines.

“Use Restrictions” means the restrictions in Section 3.5 (Use Restrictions) of the Agreement and any additional restrictions on the use of Services in the Service Specific Terms.

Version: June 16, 2021