

Subscription Solutions Agreement

This Subscription Solutions Agreement (the “**Subscription Agreement**”) is entered into by and between Virtual Hold Technology Solutions, LLC, a Delaware limited liability company having its principal place of business at 3875 Embassy Pkwy, Suite 350, Akron, Ohio 44333 (“**VHT**”), and the company or other legal entity, as identified in an applicable Order, accepting these terms and conditions on behalf of itself and any entity that directly or indirectly controls, is controlled by, or is under common control with it (each, an “**Affiliate**” and such company or entity and its Affiliates, collectively, the “**Customer**”). The date on which these terms and conditions are accepted is the “**Effective Date**”).

Please review this Subscription Agreement carefully before accessing or using the Solution. By accessing or using the Solution or by accepting this Agreement (whether by executing an Order that references this Subscription Agreement or making any other indication of acceptance), Customer agrees to all of the terms and conditions of this Agreement. If Customer does not agree to all of the terms and conditions of this Subscription Agreement, Customer must not access or use the Solution.

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1. **SUBSCRIPTION SOLUTION.** This Subscription Agreement contains the terms and conditions governing Customer’s access to and use of VHT’s (i) subscription-based on-premises software (the “**Software**”), (ii) Internet-based software service (the “**Subscription Service**”; the Software and/or the Subscription Service are referred to collectively or individually in the alternative herein as the “**Solution**”) and/or, (iii) if applicable, maintenance and support service(s), training, implementation installation or other services (the “**Services**”).

Customer shall execute and submit to VHT, or VHT’s authorized reseller (“**Reseller**”), an order form in VHT’s standard format that further specifies the Solution and any Services ordered by Customer (each, an “**Order**”). Any future Orders executed by Customer and accepted by VHT shall be governed by the terms of this Subscription Agreement, regardless of whether the Order references this Subscription Agreement. Any different or additional terms or conditions in any Order, proposal, acknowledgment form or any other document will be of no force or effect and will not become part of the agreement between Customer and VHT. Each Order is subject to acceptance by VHT. This Subscription Agreement together with any Orders are referred to collectively as the “**Agreement**.” By entering into an Order, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party to this Agreement.

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2. USE OF SOLUTION.

a. **License.** Subject to Customer's compliance with this Agreement, VHT grants to Customer a limited, personal, non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive right to access and use the Solution and any technical documentation available within the Solution ("**Documentation**") during the subscription period specified in an applicable Order solely for Customer's internal business. Customer may allow its employees and contractors (each a "**Customer User**") to access the Solution in compliance with the terms of this Agreement, provided that (i) Customer has paid all applicable fees for such Customer Users to VHT or the Reseller, and (ii) the access to and use of the Solution must be for the sole benefit of Customer. Customer is responsible and liable for Customer Users' compliance with the terms of the Agreement. Any act or omission by any Affiliate or Customer User that would constitute a breach of the Agreement if such Affiliate or Customer User were a party to the Agreement shall be deemed a breach of the Agreement by Customer.

b. **Restrictions.** Customer's use of the Solution and the rights granted to Customer in this Agreement are subject to compliance with the restrictions set forth in this subsection. Customer shall not, and shall not permit, assist, authorize, or encourage its Customer Users or any other third party to:

i. sell, resell, license, sublicense, distribute, copy, reproduce, rent or lease the Solution, or include the Solution in a service bureau or outsourcing offering, or otherwise make the Solution available to, or use the Solution for the benefit of, anyone other than Customer;

ii. access or use the Solution for purposes of monitoring availability, performance, or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes;

iii. access or use the Solution to display, store or transmit: (1) infringing, libelous, or otherwise unlawful or tortious material, (2) material that violates, or encourages or furthers conduct that would violate any applicable laws or regulations, including any criminal laws, (3) material in violation of third-party privacy rights, or (4) code, files, scripts, agents or programs intended to do harm, including without limitation viruses, worms, time bombs, Trojan horses, malware, vulnerabilities, advanced persistent threats, exploits, code injections and targeted attacks;

iv. disrupt, disable, or interfere with the integrity or performance of the Solution or third-party data contained therein;

v. permit direct or indirect access to or use of the Solution in a way that circumvents any usage limit or attempt to gain unauthorized access to the Solution or its related systems or networks;

vi. modify, translate, adapt, merge, or make derivative works of the Solution, or frame or mirror any part of the Solution;

vii. reverse engineer, decompile, disassemble, or otherwise reduce to human perceivable form any software made available or used in the provision of the Solution, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;

viii. remove or alter VHT's copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Solution or any Documentation;

ix. access or use any manual or automated software devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from the Solution;

x. use the Solution in a way that violates any applicable law or regulation or restrictions set forth in the Documentation; and

xi. otherwise access or use the Solution or the Documentation in any way that is not expressly permitted by the Agreement.

c. **Customer Responsibilities.** Customer (i) must keep Customer Users' login credentials, including, without limitation, usernames and passwords, secure and confidential; (ii) is solely responsible for accuracy and legality of the Customer Content (as defined in Section 6(a) of the Subscription Agreement), for ensuring that Customer has the necessary rights to include any personal data in Customer Content, and for all activity in its account in the Solution; (iii) must ensure Customer Users' compliance with the terms of this Agreement; and (iv) must use commercially reasonable efforts to prevent unauthorized access to or use of its account, and notify VHT promptly of any such unauthorized access or use.

d. **VHT Support.** As part of the Solution and subject to the terms of the Agreement, VHT shall provide customer support for the Solution under the terms of VHT's Customer Support Policy ("**Support**"), which is located, as of the Effective Date, at <https://getmindful.com/legal/support-policy/>, which VHT may update from time to time. Support may change but VHT will not materially degrade Support during an applicable Subscription Term (as defined in Section 7(a) of the Subscription Agreement).

e. **Trial Services.** If Customer registers for a trial version of the Solution ("**Trial Services**"), VHT shall make those Trial Services available to Customer to allow Customer to evaluate the Solution until the earlier of (1) the end of the trial period for which Customer registered to use the applicable Trial Services, or (2) the start date of any Solution specified in an Order executed by Customer and accepted by VHT. CUSTOMER ACKNOWLEDGES THAT IT IS NOT AUTHORIZED OR PERMITTED TO USE THE TRAIL SERVICES FOR ANY PRODUCTION USE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY AGREEMENT BETWEEN CUSTOMER AND VHT OR ANY RESELLER, THE TRIAL SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY.

3. SERVICE LEVEL AGREEMENT/WARRANTY.

a. **Software Warranty.** For new license purchases, VHT warrants that the Software will perform in substantial accordance with its accompanying Documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by third party software, use other than in accordance with its Documentation, or misuse of the Software.

b. **LIMITED REMEDY FOR SOFTWARE.** IF CUSTOMER BELIEVES THERE IS A BREACH OF THE ABOVE WARRANTY, THEN CUSTOMER MUST NOTIFY VHT NO LATER THAN 30 DAYS AFTER THE END OF THE WARRANTY PERIOD, AND PROVIDE REASONABLE COOPERATION TO VHT. VHT WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY COVERED WARRANTY CLAIMS WITHIN A REASONABLE PERIOD OF TIME OR REPLACE THE SOFTWARE, OR IF VHT CANNOT DO SO IT WILL REFUND TO CUSTOMER THE LICENSE FEE PAID. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND VHT'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.

c. **Subscription Service Warranty.** VHT shall make the Subscription Service available in accordance with VHT's Service Level Policy, which is located, as of the Effective Date, at the URL below, which VHT may update from time to time. Customer's sole remedy with respect to any unavailability of the Subscription Service is as set forth in VHT's Service Level Policy.

VHT's Service Level Policy: <https://getmindful.com/legal/service-level-policy/>

d. **Services Warranty.** VHT warrants that it will perform the Services in conformance with generally accepted practices within the software services industry and in accordance with the applicable Order, for a period of 90 days after completion of the Implementation Services under the Order.

e. **LIMITED REMEDY FOR SERVICES.** IF CUSTOMER BELIEVES THERE IS A BREACH OF THE ABOVE WARRANTY, THEN CUSTOMER MUST NOTIFY VHT NO LATER THAN 30 DAYS AFTER THE END OF THE WARRANTY PERIOD, AND PROVIDE REASONABLE COOPERATION TO VHT. VHT WILL USE COMMERCIALY REASONABLE EFFORTS TO REMEDY COVERED WARRANTY CLAIMS WITHIN A REASONABLE PERIOD OF TIME OR REPLACE THE NON-CONFORMING SERVICES, OR IF VHT CANNOT DO SO IT WILL REFUND THE FEE PAID FOR THE NON-CONFORMING SERVICES. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND VHT'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.

f. **DISCLAIMER** VHT PROVIDES THE SOLUTION, THE DOCUMENTATION, and ALL SERVICES "AS IS" EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 3(A), Section 3(C), and section 3(D) ABOVE AND ON AN "AS AVAILABLE" BASIS. EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN SECTION 3(A), SECTION 3(C), AND SECTION 3(d) ABOVE, VHT DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. VHT SPECIFICALLY DISCLAIMS (TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW) ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER'S USE OF THE Solution, THE DOCUMENTATION, AND the SERVICES IS AT CUSTOMER'S OWN RISK. VHT DOES NOT GUARANTEE THAT THE SOLUTION WILL NOT BE COMPROMISED, INTERRUPTED, "HACKED," DAMAGED, OR OTHERWISE SUBJECT TO UNAUTHORIZED ACCESS OR USE.

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4. PAYMENT.

a. **Fees.** Customer shall pay all fees specified in the Except as otherwise specified in an Order, (1) payment obligations are non-cancelable and fees paid are non-refundable, and (2) quantities purchased cannot be decreased during the relevant Subscription Term. Customer will be invoiced in advance and otherwise in accordance with the relevant Order. Unless otherwise stated in the Order, invoiced charges are due net 30 days from the invoice date. If any invoiced amount is not received by the due date, then without limiting other rights or remedies, those amounts may accrue late interest at the rate of 1.5% per month or the maximum rate permitted by law.

b. **Suspension of Access** If any amount owing by Customer to VHT is 30 or more days overdue, VHT may, upon at least 10 days' prior notice and without limiting any other rights and remedies, suspend Customer's access to the Solution until such amounts are paid in full.

c. **Taxes.** Customer is responsible for paying all taxes, and any related penalties and interest, associated with the fees and Solution. Customer shall make all payments to VHT free and clear of, and without reduction for, any taxes.

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5. CONFIDENTIALITY AND DATA SECURITY.

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (the "**Discloser**") to the other party (the "**Recipient**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("**Confidential Information**"). VHT's Confidential Information includes, without limitation, the Solution (including, without limitation, the Solution user interface design and layout, and pricing information). Confidential Information of each party includes the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by Discloser. However, Confidential Information does not include any information that (1) is or becomes generally known to the public without breach of any obligation owed to the Discloser, (2) was known to the Recipient

prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (3) is received from a third party without breach of any obligation owed to the Discloser, or (4) was independently developed by the Recipient without use of or reference to the Discloser's Confidential Information.

b. Use and Protection of Confidential Information. The Recipient shall (1) not use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, (2) not disclose any Confidential Information of the Discloser to any third party without the Discloser's prior written consent, except as otherwise permitted by this Section 5, (3) use the same degree of care to protect the Confidential Information of the Discloser that the Recipient uses to protect the confidentiality of its own like confidential information (but not less than reasonable care), and (4) except as otherwise authorized by the Discloser in writing, limit access to Confidential Information of the Discloser to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections no less stringent than those herein. The Recipient may disclose the terms of this Agreement or any Order to its legal counsel and accountants, and to its Affiliates and current and prospective investors and financing sources, and their respective legal counsel and accountants, and the Recipient shall be responsible for the compliance of such entities with this Section 5.

c. **Compelled Disclosure.** The Recipient may preserve and disclose Confidential Information of the Discloser to the extent required by law or court order, but will provide Discloser with advance notice, to the extent legally permitted, to seek a protective order.

d. DATA SECURITY.

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- Security Measures. In order to protect Customer's Confidential Information, VHT will (i) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (ii) implement and maintain industry standard systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (iii) designate an employee or employees to coordinate implementation and maintenance of its security measures; and (iv) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity

of Customer's Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. VHT uses Amazon Web Services as a "platform-as-a-service" provider and their ISO/IEC 27001:2013 Certification can be found at https://d1.awsstatic.com/certifications/iso_27001_global_certificate.pdf.

- **Notice of Data Breach.** If VHT knows that Customer Confidential Information has been accessed, disclosed, or acquired without proper authorization, VHT will alert Customer of any such data breach without undue delay upon VHT's discovery of such breach. To the extent that Customer, in its sole reasonable discretion, deems warranted, Customer may provide notice to any or all parties affected by any data breach. In such case, VHT will consult with Customer in a timely fashion regarding appropriate steps required to notify third parties. VHT will provide Customer with information about what VHT has done or plans to do to minimize any harmful effect or the unauthorized use or disclosure of, or access to, Confidential Information.

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6. OWNERSHIP

a. **Customer Content.** All data, files, content and other information uploaded or otherwise submitted by Customer or its customer within the Solution ("**Customer Content**") remain the sole property of Customer, as between VHT and Customer. Customer shall not submit or upload sensitive personal data, including, without limitation, social security numbers, driver's license numbers, health-related information, information revealing an individual's racial or ethnic origin, or genetic data, etc. ("**Sensitive Data**") to the Solution or otherwise provide Sensitive Data to VHT. Customer shall indemnify and hold harmless VHT for any claims that arise as a direct or indirect result of Customer's provision of Sensitive Data to the Solution or VHT. Customer grants VHT the right to use the Customer Content solely for purposes of performing under this Agreement and as set forth in Section 6(b)(ii).

b. VHT Property

i. **Reservation of Rights.** The software, workflow processes, user interface, designs, know-how, and other technologies provided by VHT as part of the Solution (the "**VHT Property**") are the proprietary property of VHT and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with VHT. Customer may not

remove or modify any proprietary marking or restrictive legends in the Solution. Subject to the limited rights expressly granted hereunder, VHT and its licensors reserve all right, title, and interest in and to the VHT Property. VHT reserves all rights other than as expressly granted in this agreement.

ii. **Aggregate and Anonymized Information.** VHT may compile aggregate and anonymized data related to the performance of the Solution and may make such information publicly available, provided that such information does not identify Customer or any user's Confidential Information or Customer Content, and there is no means to re-identify the Confidential Information or Customer Content. VHT retains all intellectual property rights in such information.

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7. TERM AND TERMINATION.

a. **Term.** The term of each subscription shall be as specified in the applicable Order. Except as otherwise specified in an Order, subscriptions will automatically renew for additional periods equal to one year, unless either party gives the other notice of non-renewal at least 45 days before the end of the relevant subscription term. The fees during any automatic renewal term will be the same as that during the immediately prior term unless VHT has given Customer written notice of a price change at least 45 days before the end of that prior term, in which case the price change will be effective upon renewal and thereafter. The initial subscription term specified in the Order plus any applicable renewal periods for that Order are referred to herein as the "**Subscription Term.**" This Subscription Agreement continues until all Subscription Terms subject to this Subscription Agreement have expired, unless earlier terminated as provided below.

b. **Suspension.** VHT may temporarily suspend the Subscription Service or remove the applicable Customer Content from the Subscription Service, or both, if it in good faith believes that, as part of using the Subscription Service, Customer has violated any applicable law or regulation. Further, VHT may suspend the Solution and its performance of any Services as set forth in Section 4 (Payment) above.

c. **Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured.

d. **Effects of Termination.** Upon termination or expiration of a subscription, an Order and/or this Agreement for any reason (1) any amounts owed to VHT under this Agreement before such termination or expiration will be immediately due and payable by Customer, (2) all rights granted to the Solution under the terminated subscription(s) and/or Order(s) will immediately cease to exist, and (3) Customer must promptly discontinue all access to and use of the Solution and must destroy or return all property of VHT. Upon VHT's request, Customer will confirm in writing its compliance with this destruction or return requirement. VHT shall, upon Customer's

request and subject to the terms and conditions of this Agreement, make any terminated Subscription Service available for Customer to export the Customer Content for up to 30 days after the effective date of any termination or expiration of the terminated subscription(s) and/or Order(s). VHT has no obligation to maintain the Customer Content for more than 30 days after expiration or termination of the terminated subscription(s) and/or Order(s) and may destroy any Customer Content remaining in its possession after that time.

e. **Survival of Terms.** The following provisions of this Subscription Agreement shall survive any termination: 2(b) (Restrictions), 3(f) (Disclaimer), 4 (Payment), 5 (Confidentiality and Data Security), 6 (Ownership), 7 (Term and Termination), 8 (Limitation of Liability), 10 (Governing Law and Forum), 11 (Other Terms).

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8. LIMITATION OF LIABILITY.

VHT IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SOLUTION, THE DOCUMENTATION OR THE SERVICES OR OTHERWISE ARISING IN CONNECTION WITH The Agreement (INCLUDING WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE OR ANTICIPATED COST SAVINGS).

VHT'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE SOLUTION, THE DOCUMENTATION OR THE SERVICES OR OTHERWISE ARISING IN CONNECTION WITH THE agreement (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED (I) IF YOU PURCHASED YOUR SUBSCRIPTION DIRECTLY FROM VHT, THE AMOUNT YOU PAID TO VHT WITHIN THE 6 MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY; OR (II) IF YOU PURCHASED YOUR SUBSCRIPTION FROM A RESELLER, ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS SET FORTH IN THESE TERMS APPLY REGARDLESS OF THE LEGAL THEORY ON WHICH A CLAIM IS BROUGHT (WHETHER ON THE BASIS OF CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY), EVEN IF VHT HAS BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED IN THESE TERMS.

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9. DEFENSE OF THIRD PARTY CLAIMS.

a. **INFRINGEMENT CLAIMS.** VHT will defend or settle any third party claim against Customer to the extent that such claim alleges that VHT technology used to provide the Solution violates a copyright, S. patent, trademark or other intellectual property right (an “**Infringement**

Claim”), if Customer: Promptly notifies VHT of the claim in writing; Cooperates with VHT in the defense; and Allows VHT to solely control the defense or settlement of the Infringement Claim. VHT will pay Infringement Claim defense costs incurred as part of its obligations above, and VHT-negotiated settlement amounts, and court-awarded damages. If an Infringement Claim appears likely, then VHT may modify the Solution, procure the necessary rights, or replace it with the functional equivalent. If VHT determines that none of these are reasonably available at reasonable cost, then VHT may terminate the Solution and refund any prepaid and unused fees.

b. **EXCLUSIONS.** VHT has no obligation for any claim arising from: VHT’s compliance with Customer’s designs, specification, instructions, or technical information; a combination of the Solution with other technology or aspects where the infringement would not occur but for the combination; VHT’s use of Customer Content; or technology or aspects not provided by VHT (“**Excluded Claims**”). Customer shall defend VHT against any Excluded Claims. THIS SECTION CONTAINS CUSTOMER’S EXCLUSIVE REMEDIES AND VHT’S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

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10. **GOVERNING LAW AND FORUM.** This Agreement is governed by the laws of the State of Ohio, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be exclusively brought in the state and federal courts for Summit County, Akron, Ohio. Both parties consent to the personal jurisdiction of such courts and waive any claim of inconvenient forum. Nothing in this agreement prevents a party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys’ fees and costs from the other party.

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11. **OTHER TERMS.**

a. **Entire Agreement and Changes.** This Subscription Agreement any Orders, and any other documents referenced in this Subscription Agreement or any Orders constitute the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification of this agreement is effective unless both parties sign it, and a party’s failure to enforce a provision of the Agreement is not a waiver of its right to do so later.

b. **Notices** All notices required under this agreement must be in writing and are considered effective: (a) 1 business day after an email is sent, or (b) 3 business days after mailing, when sent via certified mail, return receipt requested or postage prepaid. Notices to Customer will be sent

to the address or email address on Customer's most recent Order. Notices to VHT must be sent to the following address or email address:

Virtual Hold Technology Solutions, LLC
Attention: Chief Financial Officer
3875 Embassy Parkway, Suite 350
Akron, Ohio 44333
Email: notices@vhtcx.com

c. **No Assignment.** Neither party may assign or transfer this Agreement or an Order between you and VHT to a third party, except that this Agreement with all Orders between you and VHT may be assigned, without the consent of the other party, as part of a merger, or sale of substantially all the assets, of a party.

d. **Independent Contractors.** The parties are independent contractors with respect to each other for all purposes.

e. **Enforceability.** If any provision of this agreement is deemed to be invalid, illegal, or unenforceable, such provision shall be severed and deleted or limited so as to give effect to the intent of the parties insofar as possible and the remainder of this Agreement shall remain binding upon the parties.

f. **Force Majeure.** Neither party is liable for events beyond its reasonable control, including without limitation force majeure events.

g. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.

h. **No Additional Terms.** VHT rejects additional or conflicting terms of any Customer form-purchasing documents.

i. **Order of Precedence.** If there is an inconsistency between this Subscription Agreement and an Order, the Subscription Agreement shall prevail unless explicitly stated otherwise in an Order.

j. **No CISG.** The UN Convention on Contracts for the International Sale of Goods does not apply.