**General Terms and Conditions**

EFFECTIVE: March 1, 2021

These General Terms and Conditions **("Agreement")** is entered into by and between Digital Mindset, j.s.a., ("Digital Mindset"), and the entity set forth in the Schedule **("Customer"),** individually referred to as **"Party"** and collectively the **"Parties".** This Agreement will be effective on the latest signature date appearing on the Schedule (“Effective Date”).

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND THEM. THIS AGREEMENT CONTAINS JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

**1. DEFINITIONS**

Capitalized terms shall have the meanings provided in this section or as specified in the body of the Agreement.

**"Agreement"** means this General Terms and Conditions, and unless the context requires otherwise, includes all Schedules, and any addendums, exhibits or attachments to any of the foregoing.

**"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Digital Mindset include any of its corporate Affiliates which may be specified or otherwise assigned rights or obligations under this Agreement or any Schedule, addendum, exhibit, attachment or any amendment.

**"Customer Data"** means all personal data or personally identifiable information submitted by Customer to the Saas Platform or provided to Digital Mindset as part of the Services provided.

**"Disabling Code"** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

**"Documentation"** means any proprietary information or documentation made available to Customer by Digital Mindset for use with the Saas Platform, including any documentation available online through the Saas Platform dashboard or otherwise.

**"Schedule"** means each Digital Mindset ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the Services ordered by Customer from Digital Mindset, sets forth the prices for the Solution, and contains other applicable information terms and conditions.

**"Services"** means configuration, implementation, consulting training and such other services as may be described in a Schedule.

**"Saas Platform"** means, collectively, the online, web­based applications and platform provided by Digital Mindset Digital Mindset and ordered by Customer pursuant to this Agreement and as specified in one or more Schedule(s).

**"Solution"** means, collectively, the provision of the SaaS Platform and the Services specified in one or more Schedule(s).

**"SLA"** means Digital Mindset Digital Mindset's Service Level Agreement attached to this Agreement or the Schedule.

**"Term"** means the time period for the provision of the Solution, as specified in a Schedule. This Agreement will terminate as specified below.

**"User"** means an individual who is authorized by Customer to use the SaaS Platform in accordance with the Agreement. The rights of any User to use the Saas Platform cannot be shared or used by more than one individual (unless such right is reassigned in its entirety to another authorized User).

1. **SOLUTION** 
   1. **Provision of Solution.** Digital Mindset will provide to Customer the Solution pursuant to this Agreement and the relevant Schedule during the applicable Term. The solution will be provided pursuant to this Agreement and the specifications set forth in the applicable Schedule, and substantially in accordance with the specifications set forth in the SLA.

**2.2 SaaS Platform Access and Use.** With respect to each Schedule and the SaaS Platform identified therein, as of the Effective Date set forth in the applicable Schedule, Digital Mindset shall and hereby does grant to Customer a non-exclusive right and license to access and use the SaaS Platform for the term set forth in the applicable SaaS Schedule under the conditions and requirements set forth in the applicable SaaS Schedule.

**2.3 Third Party Applications.** Digital Mindset may offer Customer the ability to use third-party applications in combination with the SaaS Platform. Any such third­ party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that Mindset may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the SaaS Platform. The use of a third­ party application with the SaaS Platform may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third­ party application, which will govern Customer's use of such third-party application.

1. **RESPONSIBILITIES AND RESTRICTIONS**
   1. **Digital Mindset Responsibilities.** Digital Mindset will provide access to the SaaS Platform to Customer during the Term in accordance with this Agreement and the applicable Schedule and will perform Services in accordance with this Agreement and the applicable Schedule. Digital Mindset shall with all means commercially reasonable to provide the SaaS and shall house its infrastructure for the SaaS in a secure facility. Digital Mindset shall monitor and record the performance of the SaaS and compliance with its specifications in order to provide reasonable assurance that the SaaS Platform is operating as expected, is appropriately and securely accessible from and to the internet, and has adequate physical resources available for proper operation, such as CPU, memory, storage, and bandwidth.

**3.2. Customer Responsibilities.** Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all User activity, which must be in accordance with this Agreement and the Documentation, (b) be solely responsible for Customer Data (other than with respect to Digital Mindset obligations set forth in the Agreement), (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Solution, (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution and notify Digital Mindset promptly of any known unauthorized access or use, and (e) use the Solution only in accordance with applicable laws and regulations and terms of use.

* 1. **Restrictions.** Customer will not (a) use, or permit the use of, the Solution except as expressly authorized under this Agreement or the Documentation, (b) interfere with or disrupt the integrity or performance of the SaaS Platform or any third-party application or third-party data or content contained therein, or (c) disrupt, disable, translate, decompile, or reverse engineer the Solution, or (d) take any other action with respect to the Solution not expressly permitted under this Agreement or the Documentation. In the respective Schedule, the parties will agree the restrictions related to the numbers of users or numbers of computers, devices, servers and networks owned or operated by or for Customer that use or access the SaaS, or other restrictions related to database sizes or the number of documents or transactions processed.
  2. **Privacy and Data Protection.** In the event Customer or any Customer Data is sourced from the European Union ("EU") or the Solution otherwise involve special privacy or data protection provisions (whether applicable in the EU or otherwise), the parties may agree to a Data Processing Addendum with additional provisions relating to privacy and data protection, which shall be attached to this Agreement or Schedule and become a part of this Agreement.

1. **FEES AND PAYMENT**
   1. **Fees.** Customer shall pay all fees specified in all Schedule hereunder ("Fees") for the Solution. Customer shall also reimburse Digital Mindset for all reasonable travel and living expenses incurred during the implementation or in the performance of Solution, provided that any material expenses shall be subject to approval in advance by Customer. Except as otherwise specified herein or in a the Schedule, (a) Fees will be quoted and paid in Euros and (b) payment obligations are non-cancelable and Fees paid are non­refundable.
   2. **Invoicing and Payment.** If a purchase order is required by Customer, Customer will provide Digital Mindset with a valid purchase order within five (5) days from the execution of the applicable Schedule or change order if not agreed otherwise. Any terms and conditions on any purchase order shall not be deemed a part of this Agreement or otherwise binding Digital Mindset. Digital Mindset will invoice Customer in accordance with the relevant Schedule. Unless otherwise stated in the Schedule, Fees are due net thirty (30) days from Customer's receipt of the invoice. Customer is responsible for providing Digital Mindset with complete, accurate and up to date billing and contact information.
   3. **Overdue Fees.** If any Fees are not received from Customer by the due date, then at Digital Mindset's discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.
   4. **Suspension of Solution.** Except with respect to any Fees disputed in good faith by Customer, if any Fees for the SaaS Platform or Services are thirty (30) or more days overdue, Digital Mindset may, without limiting Digital Mindset's other rights and remedies, suspend Services and Customer's use of the SaaS Platform until such amounts are paid in full.
   5. **Payment Disputes.** If an invoiced amount is disputed in good faith by Customer, Customer must notify Digital Mindset in writing and provide sufficiently detailed support of any invoice dispute within ten (10) business days of Customer's receipt of invoice. If Customer fails to do so, Customer is deemed to have waived its right to dispute that invoice and the invoice will be deemed accurate and valid. Nothing in this section shall be deemed to waive Customer's obligation to pay any undisputed amounts in accordance with Section 4.2 (Invoicing and Payment).
   6. **Taxes.** The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, **"Taxes"**). Customer is responsible for paying all Taxes associated with Customer purchases hereunder except for those based on Digital Mindset's net income, property, or employee withholdings. Taxes shall not be deducted from the payments to Digital Mindset, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, Digital Mindset receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.
   7. **Audit Rights.** Digital Mindset shall have the right to audit Customer's compliance with this Agreement at any time during the Term. Customer shall cooperate following any reasonable request by Digital Mindset in connection with such audit. If Digital Mindset determines that Customer has allowed access to the Solution other than as permitted under this Agreement or any Schedule or has otherwise violated any applicable terms hereof or thereof, and as a result additional Fees are owed to Digital Mindset, Digital Mindset shall invoice Customer for such discrepancies and such Fees shall be payable pursuant to the terms of this Agreement. The results of any audit shall not limit any other rights or remedies of Digital Mindset.
2. **PROPRIETARY RIGHTS**
   1. **Digital Mindset Ownership.** Subject to any rights expressly granted to Customer in the Agreement, Digital Mindset and its licensors, as applicable, reserve all right, title and interest in and to the Solution, including information presented in any form and intellectual property rights **("Digital Mindset Intellectual Property").**

**5.2.** **Customer Ownership and Licenses.** As between Digital Mindset and Customer, Customer owns all rights, title and interest in and to (a) all Customer Data and (b) any information supplied by Customer to Digital Mindset as may be specified in any Schedule (collectively, **"Customer Materials"**). Customer grants Digital Mindset a non-exclusive, non-transferable, royalty free, non-sublicenseable (except as needed for the provision of Solution or as set forth herein) worldwide right to access and use Customer Materials solely to provide the Solution to Customer at Customer's request. No other rights or implied licenses in Customer Materials are granted to Digital Mindset other than as expressly set forth herein.

**5.3.** **Feedback and Derivative Works.** Customer is not required to provide (a) any suggestions, enhancement requests, recommendations or other feedback **("Feedback")** or (b) any ideas, technology, developments, derivative works or other intellectual property **("Derivative Works")** related to the Solution or any test features, services or products to which Customer is given access. If Customer does so, Customer grants Digital Mindset a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, or incorporate into any of its services, any Feedback or Derivative Works. Customer may only create Derivative Works relating to the Solution or any test features, services or products to which Customer is given access, with prior written consent from Digital Mindset.

1. **CONFIDENTIALITY**
   1. **Definition of Confidential Information.** As used herein, **"Confidential Information"** means all confidential information disclosed by a Party **("Discloser")** to the other Party **("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. Customer Confidential Information will include, but is not limited to, Customer Data; Digital Mindset Confidential Information includes, but is not limited to, the SaaS Platform, information or technology used in connection with the Solution, this Agreement and all Schedules; and Confidential Information of each Discloser includes Discloser's non-public business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to Discloser, (b) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (c) is received from a third party without any obligation of confidentiality, or (d) was independently developed by Recipient without reference to or use of Discloser's Confidential Information.
   2. **Protection of Confidential Information.** Except as otherwise permitted in writing by Discloser, Recipient will (a) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and use Discloser's Confidential Information only for purposes of this Agreement, and (b) Recipient will limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have agreed to confidentiality obligations with Recipient that are no less stringent than those herein. In addition to the foregoing, Recipient may disclose Confidential Information in any due diligence of Recipient in connection with any corporate transaction, provided that such disclosure is made under a binding obligation of confidentiality with terms similar to those herein.
   3. **Protection of Customer Data.** Without limiting the above, Digital Mindset will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data. Except (a) in order to provide the Solution, (b) to prevent or address service or technical problems in connection with support matters, or (c) as expressly permitted in writing by Customer, Digital Mindset will not modify Customer Data or disclose Customer Data (unless compelled by law in accordance with Section 6.4 (Compelled Disclosure).

**6.4 Compelled Disclosure.** Recipient may disclose Confidential Information of Discloser to the extent required or compelled by law to do so, provided Recipient gives Discloser prior notice of such compelled disclosure (unless notice is prohibited by law) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. If Recipient is compelled by law to disclose Discloser's Confidential Information as part of a civil proceeding, and Discloser is not contesting the disclosure, Discloser will reimburse Recipient for its reasonable cost of compiling and providing secure access to such Confidential Information.

1. **WARRANTIES AND DISCLAIMERS**
   1. **Mutual Warranties.** Each Party represents and warrants that (a) it has the legal power to enter into this Agreement, (b) it will use commercially reasonable efforts through the use of anti-virus protection not to transmit to the other Party any Disabling Code, and (c) it will comply with all applicable laws with respect to its rights and obligations pursuant to this Agreement.
   2. **Disclaimers.** EXCE PT AS EXPRESSLY PROVIDE D H EREI N, DIGITAL MINDSET MAKES NO WARRANTIES OF ANY KI N D, WH ETH ER EXPRESS, IM PLIE D, STATUTORY OR OTH ERWISE, AN D SPECIFICALLY DISCLAI MS ALL IM PLIE D WARRANTIES, I NCLU DI NG BUT NOT LI MITE D TO ANY WARRANTIES OF M E RCHA NTABILITY, NO N-I N FRI NGE M E NT ORFITNESS FOR APARTICULAR PU RPOSE, TO TH E MAXI M UM EXTE NT PE RM ITTE D BY APPLICABLE LAW.
2. **INDEMNIFICATION**
   1. **Indemnification by Customer.** Customer will defend, indemnify and hold harmless Digital Mindset against any Claim made or brought against Digital Mindset by a third party (a) relating to or arising from Customer's use of the Solution in violation of this Agreement, or (b) relating to or arising from Digital Mindset's permitted use of Customer Data, Customer Materials; provided that Digital Mindset (i) gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Digital Mindset's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases Digital Mindset of all liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.
3. **LIMITATION OF LIABILITY**
   1. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABI LITY. THE FOREGOING WILL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT. THE FOREGOING WILL NOT APPLY (A) TO INDEMIFICATION OBLIGATIONS UNDER SECTION 8.1 OR (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
   2. **Exclusion of Consequential and Related Damages.** EXCEPT OF INDEMNIFICATION OBLIGATION IN THE SECTION 8.1, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT APPLY (A) TO INDEMIFICATION OBLIGATIONS UNDER SECTION 8.1 OR (B) TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
4. **TERM AND TERMINATION**
   1. **Term of Agreement.** This Agreement commences on the Effective Date and will remain in effect until the earlier of (a) the expiration or termination of all Schedules under this Agreement or (b) the termination of this Agreement in accordance with this Section. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer including all Schedules will immediately terminate and Customer will cease using the Solution. For avoidance of doubt, upon termination of any Schedule, the Solution provided pursuant to such Schedule shall cease and Customer shall stop using such Solution.
   2. **Automatic Renewal.** Subscriptions for the SaaS Platform commence on the Effective Date specified in the applicable Schedule and continue for the subscription Term specified therein, unless otherwise terminated. Except as otherwise specified herein or in the applicable Schedule, all subscriptions will automatically renew for additional periods of one year (each a **"Renewal Term"**) unless either Party gives the other Party written notice of non-renewal at least 60 days prior to the end of the applicable Term or Renewal Term.
   3. **Termination for Cause.** A Party may terminate this Agreement or any applicable Schedule for cause: (a) upon 30 days' written notice to the other Party of a material breach (including details sufficient to identify the material breach) if such breach remains uncured at the expiration of such period, (b) immediately for material violations of confidentiality obligations, or (c) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
   4. **Survival.** Any provision of this Agreement that expressly or by implication is intended to survive termination, regardless of the date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and will continue in full force and effect.
   5. **Refund or Payment upon Termination.** Upon any termination for cause by Customer, Digital Mindset will refund Customer a pro-rata portion of any prepaid SaaS Platform Fees that cover the remainder of the Term after the effective date of termination and a pro­ rata portion of any prepaid Services Fees that cover Services that have not been delivered as of the effective date of termination. Upon any termination for cause by Digital Mindset, Customer will pay any unpaid Fees covering the remainder of the Term of all subscriptions under the applicable Schedules after the effective date of termination and for any Services provided up to the date of termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to Digital Mindset for the period prior to the effective date of termination.
5. **SERVICES**
   1. **Availability of Customer Resources.** Customer will make available to Digital Mindset certain of Customer personnel, business information and other relevant information as reasonably required by Digital Mindset in the performance of any Services hereunder or as specified in any applicable Schedule. Customer will ensure that competent personnel are available during normal working hours to provide information and other support to Digital Mindset while providing Services. Customer acknowledges that the timeliness or provision of Services may be dependent on such Customer's personnel availability and cooperation.
   2. **Compliance with Customer or Digital Mindset Rules.** If applicable, while on the premises of the other Party for training or other services, each Party will take reasonable measures to have its personnel comply with the other Party's reasonable rules and policies regarding safety, security, and conduct made known to such Party, and will at Customer's request promptly remove from the project any of its personnel not following such rules and regulations.
6. **DISPUTE RESOLUTION, GOVERNING LAW & NOTICES**
   1. **Dispute Resolution, Governing Law.** The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action. Any claim or cause of action under or relating to this Agreement will be brought in the state or federal courts located in Delaware and the Parties agree to submit to the exclusive personal jurisdiction of such courts. This Agreement will be governed by the laws of Delaware, excluding choice of law principles.

Notwithstanding the above, for Customers headquartered in the European Economic Area, as set forth in the Schedule, claims or causes of action relating to this Agreement will be brought in the courts of Slovakia and the Parties agree to submit to the exclusive personal jurisdiction of such courts. For such Customers, this Agreement will be governed by the Slovak law, excluding choice of law principles.

**12.2. Manner of Giving Notice.** Notices required to be given under this Agreement shall be in writing and can be delivered by email, hand, sent by pre-paid post or recorded delivery post to the other party at its address set out in this Agreement or the Schedule.

**12.3. Waiver of Jury Trial.** Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

1. **GENERAL PROVISIONS**
   1. **No Dependence on Future Functionality.** Customer agrees that Customer is not entering into this Agreement or any Schedule contingent on the provision of any future functionality relating in any way to the Solution unless expressly provided in any Schedule and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Schedule.
   2. **Export Compliance.** Each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports or otherwise restricted from doing business with any U.S. company, and Customer will not access or use the Solution in violation of any U.S. or international export embargo, prohibition or restriction.
   3. **Force Majeure.** Neither Party will be in default for failing to perform any obligation hereunder, if such failure is caused solely by supervening conditions beyond the failing Party's reasonable control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third-party networks or services or the public Internet, power outages, labor disputes or governmental demands or restrictions.
   4. **Relationship of the Parties.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.
   5. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, unless expressly stated otherwise.
   6. **Waiver and Cumulative Remedies.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
   7. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
   8. **Assignment.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Digital Mindset (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Schedules), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.
   9. **General.** This Agreement, including all exhibits and addenda hereto and all Schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Digital Mindset reserves the right to make any changes or amendments to this Agreement upon prior notice to the Customer. The notice can be provided via e-mail, notification in the system or by highlighting the change in the website. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Schedule, the terms of this Agreement will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding Schedules) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts, each of which, when so executed and delivered (including by electronic transmission), shall be deemed an original, and both of which shall constitute one and the same agreement.

**EXHIBIT A**

STANDARD SERVICES LEVEL AGREEMENT

This SLA is an exhibit to the General Terms and Conditions between Digital Mindset and Customer.

Product support is provided by the Digital Mindset Customer Support Team ("CST"). Support encompasses technical troubleshooting, functional expertise and instruction on the configuration and use of Digital Mindset products, as well as general customer service. Digital Mindset recommends that Customer leverage internal support mechanisms and/or the self-service content in the Digital Mindset Community in addition to the CST members for the best experience possible.

Capitalized terms have the meanings given to them herein or in the Agreement. The term "SaaS Platform" means all software-as-a-service products subscribed to by Customer. The term "Month" means calendar month.

The terms of the Service Level Agreement ("SLA") are as follows.

*Uptime* - Uptime is the time during any Month that the SAAS Platform is available within reasonable response times. Digital Mindset has an Uptime guarantee of 99.5% except for Scheduled Maintenance (as defined below). The calculation used to arrive at the Uptime result is:

(# of Minutes Per Month\*) x (99.50%) = #Uptime Minutes Per Month

*Uptime Measurement & Exclusions* - Uptime is measured by our external monitoring system through API access and HTTP screen loads. Uptime excludes Scheduled Maintenance and any downtime or service interruptions caused by any third-party network or application (ex. downtime of a Social Media Network).

*Customer Support Hours* - Standard Digital Mindset Customer Support hours are **8x5**.

*Customer Support Contact Options* - Customer can reach the Digital Mindset through the following channels.

* + - * In-App: The ticket form in the Digital Mindset SaaS Platform
      * Email
      * Phone Line