

Soveren Terms of Service

These Terms of Service constitutes a legally binding agreement between Soveren, Inc., a Delaware corporation (“we” or “Soveren”) and you (“you” or “Customer”) regarding the subscription services made available through the Platform. Soveren and Customer shall individually be referred to as a “Party” and collectively as the “Parties.”

By (i) checking the “I Agree to the Terms of Service” box or (ii) accessing or using any part of the Platform, or (iii) initiating any transaction on the Platform, you agree to be bound by these Terms of Service.

1. **Definitions.** The following terms shall be capitalized throughout this Agreement and shall be defined as follows:
 - a. **Authorized Users.** The term “Authorized Users” refers to the individuals authorized by Customer to access and use the Services by use of assigned login credentials.
 - b. **Customer Data.** The term “Customer Data” refers to any data or information submitted, uploaded, imported, integrated, communicated by Customer to Soveren, *excluding Personal Data* relating to any Data Subject.
 - c. **Personal Data.** The term “Personal Data” means information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, genetic, mental, economic, cultural or social identity. For the avoidance of doubt, Personal Data includes personally identifiable information.
 - d. **Platform.** The product(s) available to Customer at soveren.io and/or through Soveren’s related web-based applications.
 - e. **Service Data.** The term “Service Data” means any statistical and/or other benchmark data gathered by Soveren from Customer’s use of the Subscription Services. For the avoidance of doubt, Service Data shall not contain or include or otherwise be derived from Personal Data.
 - f. **Subscription Services.** The term “Subscription Services” (or “Services”) refers to the cloud-based subscription services selected by Customer through the Platform.
 - g. **Updates.** The term Updates means any and all bug fixes, patches, and maintenance releases to the Subscription Services.
2. **Eligibility.** To be eligible to use the Services, you must (a) be at least 18 years of age or have the power to enter into a binding contract in your country of residence, and (b) possess all the necessary authority to enter into this Agreement on behalf of the account holder.
3. **Subscription Services.** Pursuant to these Terms of Service, Soveren shall provide to Customer the Subscription Services selected by Customer through the Platform. Soveren may provide Updates to the Subscription Services at any time.
4. **Authorized Users.** Soveren shall provide to Customer login credentials to enable authorized access to the Subscription Services. All Authorized Users shall be subject to the terms and

conditions of this Agreement. Each Authorized user must have unique login credentials. Customer shall be responsible for maintaining the confidentiality and security of account login credentials and is responsible for any and all activities that occur under Customer's account.

5. **End User License Agreement.** Soveren hereby grants Customer a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable, worldwide license to access and utilize the Subscription Services for the Subscription Term and in accordance with the terms of this Agreement.
6. **Customer Data License.** During the term of the Agreement, Customer hereby grants to Soveren a non-exclusive, sub-licenseable, royalty-free, worldwide right and license to collect, process, store, host, copy, transmit, display, distribute, disseminate, modify, and create derivative works of any and all Customer Data for the purposes of (a) providing the Subscription Services, and (b) performing analytics on Customer Data.
7. **Subscription Services Ownership.** Soveren and its licensors own and retain all right, title, and interest, including all intellectual property rights, in and to the Subscription Services, including any improvements, modifications, and enhancements to it. Except for the rights expressly granted in this Agreement, Customer shall acquire no other rights, express or implied, in or to the Subscription Services, and all rights not expressly provided to Customer hereunder are reserved by Soveren and its licensors.
8. **Service Data Ownership.** Soveren expends significant resources gathering, assembling, and compiling the Service Data and such Service Data constitutes an original compilation protected by applicable copyright laws. Soveren shall retain all right, title and interest to any Service Data created, generated and/or derived from Customer's use of the Subscription Services. We shall retain the unrestricted right, in our sole and absolute discretion, to utilize such Service Data for any purpose whatsoever, both commercial and non-commercial, without compensation or accounting to you. To the extent we do not automatically own any Service Data upon its creation, you hereby assign all right, title and interest in and to such Service Data to Soveren.
9. **Domain Name Registration and License.** Any and all subdomain names registered as part of the Subscription Services shall be registered in the name of Soveren, Inc. During the term of this Agreement, Soveren grants to Customer an exclusive, worldwide, revocable license to use the subdomain for purposes of accessing and using the Subscription Services subject to these Terms of Service. Soveren reserves the right to refuse registration or change the subdomain name(s) granted to the Customer.
10. **Idea Submissions License.** We consider any suggestions, ideas, proposals or other material submitted by users, whether solicited or unsolicited, (collectively, the "Feedback") to be non-confidential and non-proprietary. We shall not be liable for the disclosure, use or exploitation of such Feedback. You hereby grant to Soveren a worldwide, non-exclusive, perpetual, irrevocable, royalty-free and transferable right and license to incorporate, use, publish and exploit the Feedback for any purpose whatsoever, commercial or otherwise, without compensation or accounting.

11. **Promotional License.** Customer grants to Soveren the unrestricted right and license to use Customer's Trademarks to market and promote the Subscription Services. This includes the worldwide right to copy, translate, broadcast, transmit, distribute, exhibit, perform, publish and display Customer's Trademarks as incorporated into Soveren's marketing and promotional materials. Soveren is granted no other rights to Customer's Trademarks and acknowledges that it shall not gain any proprietary interest in Customer's Trademarks. Soveren is under no obligation to make use of or to provide compensation for any of the rights or permissions granted. Soveren shall be the exclusive owner of all right, title, and interest, including copyright, in Soveren's marketing and promotional materials. This license may be terminated at any time with thirty (30) days written notice to legal@soveren.io.
12. **Free Subscriptions/Free Trials/Beta Services.** If Customer has initiated Services by selecting a Free Subscription, Free Trial or other Beta Services ("Trial") offered by Soveren, such Trial services will be available to Customer free of charge until earlier of (a) the date on which the term of the selected Trial services expires or is terminated, or (b) the start date of any paid Subscription Services plan. Trial services are subject to the terms and conditions in effect upon purchase of the applicable subscription.
13. **Fees and Term.**

 - a. Fees & Payment.** To the extent Customer selects, or upgrades to, a paid Subscription Services tier, Customer expressly authorizes Soveren to charge the applicable recurring Subscription Service fees associated with the subscription tier selected by Customer on the Platform ("Subscription Fees") pursuant to the authorized payment method provided by Customer.
 - b. Subscription Term.** The term of the Subscription will commence on the date the Subscription Services tier is selected and shall continue for the periodic subscription term chosen by you on the Platform ("Subscription Term"), and any renewal thereof, until terminated pursuant these Terms of Service.
 - c. Late Payments.** Soveren reserves the right to suspend or terminate the Subscription Services for payments that are more than fifteen (15) days past due. Past due payments will accrue interest at the greater of 2% monthly or the highest interest rate allowable under applicable laws.
 - d. No Refunds.** Subscription Fees will not be prorated upon cancellation and/or termination and all fees paid through the date of termination are non-refundable.
 - e. Taxes.** Customer is responsible for paying any applicable governmental sales, use, value-added, commodity, harmonized and other taxes imposed on your purchase or use of the Subscription Services. To the extent Soveren is required to collect such taxes, the applicable tax will be added to Customer's billing account.
14. **Subscription Services Automatic Renewal.** Subscription Services will automatically renew for additional periods equal to the expiring Subscription Term, unless either Party gives the other notice of non-renewal at least **thirty (30) days** before the end of the applicable Subscription Term. The fees for the automatic renewal term will be the same as that during the immediately prior term (exclusive of any promotional discounts) unless Soveren provides prior written notice of a fee increase at least sixty (60) days before the end of the applicable Subscription Term. **To cancel**

the Subscription Services renewal, Customer must email Soveren at least thirty (30) days at support@soveren.io prior to the applicable renewal date.

15. **Use Restrictions.** Customer will not, directly or indirectly, alter or modify the Subscription Services, or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services.
16. **Confidentiality & Non-Disclosure.** In providing the Subscription Services, Soveren may have access to Customer's confidential and proprietary information ("Confidential Information"). To the extent such Confidential Information is disclosed to Soveren:
 - a. **Non-Disclosure Obligation.** Soveren shall not disclose any Confidential Information to any third party for any reason without your prior written consent, other than its employees or agents who have a need to know about such information in order to provide the Subscription Services.
 - b. **Required Disclosure.** In the event Soveren is requested or required by legal process to disclose any of the Confidential Information, Soveren shall give Customer prompt notice so that you may seek a protective order or other appropriate relief prior to any such disclosure. In the event that such protective order is not obtained, Soveren shall disclose only that portion of the Confidential Information that its legal counsel advises that it is legally required to disclose, and shall work with the owner of such Confidential Information to minimize the extent and effect.
 - c. **Injunctive Relief.** Both parties understand and agree that money damages will not be a sufficient remedy for any breach of Soveren's confidentiality obligations under this Section, and that Customer shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies will not be deemed to be the exclusive remedies for a breach by Customer, but will be in addition to all other remedies available to Customer at law or in equity.
17. **Customer Support.** Customers should email Soveren at support@soveren.io for customer support and assistance. Soveren will respond to Customer's email inquiries within a reasonable timeframe. By accepting these Terms of Service, you accept and adhere to Soveren Support Policy which is hereby incorporated by reference.
18. **Security and Privacy.** Soveren will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data in accordance with industry standard security requirements.
19. **Representations and Warranties.** Each Party represents and warrants that:
 - a. **Good Standing.** It is duly organized, validly existing and in good standing under the laws of the place of its origin, and possesses all the necessary authority to enter into and perform its obligations under these Terms of Service.
 - b. **Corporate Authority.** Each Party has all requisite corporate power and authority to execute, deliver, and perform its obligations under these Terms of Service.

c. Compliance with Applicable Laws. Each Party shall comply with all laws or regulations applicable to the performance of its obligations under these Terms of Service.

d. Export Compliance. Subscription Services may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit access or use any Subscription Services in a U.S. embargoed country or in violation of any U.S. export law or regulation.

20. Termination.

a. Termination. Subject to clause 14, after the initial Subscription Term, the Subscription Services will remain in effect for consecutive Renewals Terms until terminated as provided herein. A “Renewal Term” means that period immediately following the initial Subscription Term and each Renewal Term, which period is of the same duration as the initial Subscription Term. Either party may terminate the Subscription Services for convenience by giving the other party written notice of such termination at least thirty (30) days prior to the end of the then-current initial Subscription Term or Renewal Term, in which case such termination will be effective at the end of such initial Subscription Term or Renewal Term.

b. Automatic Termination. These Terms of Service shall automatically terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of either party’s debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party’s dissolution or ceasing to do business.

c. Breach. Either Party may terminate these Terms of Service if the other Party breaches any material provisions of these Terms of Service and fails to cure such breach within thirty (30) days after receipt of written notice of such breach.

d. Survival. The following Sections survive termination of these Terms of Service: Individual Binding Arbitration, Promotional License, Idea Submission License, Confidentiality & Non-Disclosure, Disclaimer of Warranties, Indemnity, Limitation of Liability, and Choice of Law.

21. **Individual Binding Arbitration.** EXCEPT AS OTHERWISE STATED HEREIN, any claim or controversy with Sovereign arising out of or relating to the Platform, Services and/or this Agreement (including its formation, interpretation, performance and breach) shall be settled by binding arbitration administered within the U.S. by the American Arbitration Association in accordance with its Commercial Arbitration Rules or outside of the U.S. by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules, both excluding any rules or procedures governing or permitting class actions. Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Federal Arbitration Act shall govern the interpretation and enforcement of this Agreement. ANY ARBITRATION UNDER THIS AGREEMENT WILL BE ON AN INDIVIDUAL BASIS ONLY. THE PARTIES EXPRESSLY WAIVE THEIR RIGHT TO FILE OR JOIN A CLASS ACTION OR PRIVATE ATTORNEY GENERAL ACTION, OR TO CONSOLIDATE THEIR ARBITRATION WITH OTHER ARBITRATIONS. YOU ARE WAIVING YOUR RIGHTS TO HAVE YOUR CASE DECIDED BY A JUDGE OR JURY. IF ANY PROVISION OF THIS ARBITRATION AGREEMENT IS FOUND UNENFORCEABLE, THE UNENFORCEABLE PROVISION SHALL

BE SEVERED AND THE REMAINING PROVISIONS SHALL REMAIN ENFORCEABLE. The AAA's rules, as well as forms for initiating arbitration proceedings, are available at www.adr.org. When initiating a request to arbitrate with the AAA, you must also send a copy of the completed form to: legal@soveren.io. Exception – Small Claims Court Claims. Notwithstanding the Parties' agreement to resolve all disputes through arbitration, either party residing within the United States may seek relief in small claims courts for disputes or claims within the scope of that court's jurisdiction.

22. **DISCLAIMER OF WARRANTIES.** UNLESS OTHERWISE STATED HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THESE TERMS OF SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SOVEREN DOES NOT REPRESENT OR WARRANT THAT THE SUBSCRIPTION SERVICES (I) WILL BE UNINTERRUPTED, TIMELY OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, (III) WILL MEET YOUR REQUIREMENTS, OR (IV) WILL OPERATE IN THE CONFIGURATION OR WITH OTHER HARDWARE OR SOFTWARE YOU USE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, SOVEREN EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT, AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON THE SUBSCRIPTION SERVICES.
23. **DISCLAIMER OF THIRD PARTY CONDUCT.** SOVEREN DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES, IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SUBSCRIPTION SERVICES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SOVEREN MAKES NO WARRANTIES REGARDING THE SERVICES, OR ANY OTHER THIRD PARTY SERVICES, GOODS, RESOURCES AND INFORMATION INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT AND WILL NOT BE LIABLE FOR YOUR USE OF OR RELIANCE ON SUCH OTHER THIRD PARTY SERVICES, GOODS, RESOURCES OR INFORMATION.
24. **LIMITATION OF LIABILITY.** YOU EXPRESSLY AGREE THAT YOUR USE OF THE SUBSCRIPTION SERVICES IS AT YOUR SOLE RISK. NEITHER SOVEREN NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SUBSCRIPTION SERVICES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, SECURITY BREACH, LOST DATA OR LOSS OF GOODWILL) ARISING OUT OF, RELATING TO OR CONNECTED WITH THE USE OF THE SUBSCRIPTION SERVICES, EVEN IF SOVEREN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SOVEREN'S AGGREGATE LIABILITY, OR THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR OF THE INABILITY TO USE, THE SUBSCRIPTION SERVICES, EXCEED \$10,000.
25. **Future Functionality.** Customer agrees that its selection, registration and use of the Subscription is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Soveren regarding future functionality or features.

26. **INDEMNITY.** To the maximum extent permitted by law, Customer agrees to indemnify, defend and hold harmless Soveren, and its Soveren subsidiaries, affiliates, officers, directors, shareholders, employees, representatives, agents, volunteers, attorneys, managers, licensors, business partners and each of their respective successors and assigns (the “Indemnified Parties”) from and against all damages, losses, liabilities, claims, expenses, fees or costs (including, without limitation, reasonable attorneys’ fees and costs) incurred in connection with any claim, demand or action brought or asserted against any of the Indemnified Parties arising out of or relating to Customer’s (i) use of the Subscription Services (ii) breach of these Terms of Service, (iii) violation of any third party right, including without limitation any intellectual property right, publicity, property or privacy right, (iv) a breach of Customer’s representations or warranties under these Terms of Service, and/or (v) a breach of Customer’s obligations under applicable law.

27. **Miscellaneous**

a. Force Majeure. Soveren will not be liable or responsible for any delays in providing the Subscription Services, or for failing to provide the Subscription Services, as a result of any event beyond its reasonable control, including, without limitation, adverse weather conditions, internet outage or interruption of service, telecommunications or power outage, fire, flood, civil disobedience, terrorism, labor disruptions, strikes, lockouts, freight, embargoes, terrorism, natural disaster, denial of service attacks, war or acts of God.

b. No Agency. No agency, partnership, joint venture, employee-employer, or franchisor-franchisee relationship is intended or created by these Terms of Service.

c. Severability. The validity or unenforceability of any provision of these Terms of Service shall not affect the validity or enforceability of any other provision of these Terms of Service.

d. Modifications. Our employees, volunteers or agents are not authorized to vary this Agreement. No modification of this Agreement shall be effective unless it is in writing and either signed by an authorized representative of Soveren or published on the Platform.

e. Choice of Law. These Terms of Service shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to or application of the conflict of law principles. The parties consent to the jurisdiction of the State of Delaware with regard to any controversy or claim arising out of or relating to these Terms of Service, or the breach thereof.

f. Assignment. Neither Party shall assign any of the rights or obligations under these Terms of Service without the prior written consent of the other Party, which consent shall not unreasonably be withheld. However, consent is not required for an assignment of these Terms of Service in connection with a change of control, merger, stock transfer, sale or other disposition of substantially all the assets of the assigning Party’s business.

g. Successors and Assigns. These Terms of Service is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

h. No Waiver. No failure or delay by a Party exercising any right, power or privilege under these Terms of Service will operate as a waiver thereof.

i. Interpretation. Headings are for reference purposes only and do not limit the scope or extent of such section.

j. Notices. All notices required or permitted to be given under these Terms of Service will be in writing and delivered to:

Soveren, Inc. at 1811 Silverside Road, Wilmington, Delaware 19810 and by email to legal@soveren.io.

All notices will be sent to Customer to the email address associated with their account or will be conspicuously published on the Platform.

28. **Entire Agreement.** These Terms of Service comprises the entire agreement between the Parties and supersedes all prior or contemporaneous agreements, written or oral, between the Parties regarding the subject matter contained herein.