

HEXORDIA, LLC

TERMS AND CONDITIONS

Updated _11_ / _29_ /2023

Introduction

Usage of Hexordia's Products (as hereafter defined) is subject to the following Terms and Conditions (as updated from time to time, these "Terms and Conditions"), which may change from time to time, with reasonable notice. These Terms and Conditions are incorporated into the Activation Agreement between you and Hexordia, and any other Agreement (as hereafter defined).

DEFINITIONS. The following terms shall have the following meanings as used in these Terms and Conditions and any Agreement:

"Agreement": Means any Agreement between a Client and the Company made for the usage of any of the Company's Products.

"Client" or "you": Means any individual of business which makes use of any of the Company's Products.

"Company", "we", "us" or "Hexordia": Means Hexordia, LLC, a New York limited liability company.

"Product": Means any software application or service developed by the Company that is used or utilized by you.

"Services": Means the services and work that Hexordia will perform on behalf of Client with respect to the Products, if any, and content created by use of the Products.

Any terms not defined herein shall have the same meaning as in any Agreement.

1. **TERMS OF PAYMENT.** Client shall pay all charges and applicable sales or use tax to the Company by pre-approved credit card or ACH debits or check in readily available funds when due unless otherwise agreed in writing as part of any Agreement. Client agrees to execute and provide to the Company all authorizations and other documents necessary to affect the foregoing payments. Client shall be charged a two percent (2%) late payment fee for each month that payment is not received after due.
2. **PRODUCT CHANGES.** The Company may at any time change the specifications and features of the Products with or without notice. The Company may upgrade the Products and substitute the upgrades for the previous version of Products at any time. Nothing in this Agreement shall require that the Company maintain after termination of this Agreement compatibility of any content generated by or for Client. Company may provide written notice (email correspondence being acceptable) that Client must cease use of the Product or use an updated version of the Product in the Company's reasonable discretion.

3. HARDWARE. Any hardware purchased by Client from the Company, if any, is covered by the manufacturer's warranty, if any, and not by the Company. The Company shall not be held liable to Client for any defects or flaws in any hardware. Any issues with hardware are to be resolved by the manufacturer and not the Company.
4. INTELLECTUAL PROPERTY & LICENSE. During the term of Client's Agreement with Hexordia (provided Client does not breach the Agreement or these Terms and Conditions), Client shall be permitted on a non-exclusive basis to utilize the Products and Hexordia may provide assistance regarding same as part of the Services on terms and for fees set forth in any Agreement. The Company retains the ownership of all rights, title and interest in and to the Product and all other proprietary rights related thereto as well as all rights, title, and interest in all developments of and enhancements to the Product. Client does not acquire by virtue of these Terms and Conditions or any Agreement, or otherwise any right, title or interest in or to the Product or any other intellectual property rights, other than the limited right as specifically granted by these Terms and Conditions or any Agreement to use such rights to the extent expressly set forth herein and only for the purposes herein set forth.
5. TERM AND TERMINATION. These Terms and Conditions will remain in effect for so long as the Client uses the Product as set forth herein.
6. LIMITATIONS ON USE. Client shall not resell any content created by use of the Products or allow access to the Products except for the sole benefit of Client in the conduct of the Client's regular business for legal and authorized use of the Products in connection with the Client's activities. Following the termination of the Agreement, Client shall not access or utilize the Products in any manner.
7. PRICING. Pricing for the Products shall be as set forth in the Agreement. Any update to the Products may require an additional fee to be paid by Client prior to Company making such update available.
8. FORCE MAJEURE. Either party shall be excused for delay in the performance of any obligations hereunder when such delay is the result of, or attributable to the elements, acts of God, governmental authority, strikes, lock-outs, labor troubles, failure of power, riots, insurrection, war, delays in transportation, manufacturer's or supplier's delays in providing parts, products or solutions to problems, or any other cause beyond their reasonable control provided, however, that in any such event, both parties agree to make a good faith effort to meet their obligations hereunder, and further provided that the party seeking to be excused promptly notifies the other party of the event causing, or expected to cause, the delay.
9. GOVERNING LAW AND VENUE. These Terms and Conditions shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of law principles. Any legal action, whether State or Federal, shall have an exclusive venue in Onondaga County, New York, and Client agrees that courts in such venue shall have personal jurisdiction over Client for this purpose.
10. CONFIDENTIALITY. All terms and conditions of this Agreement are confidential and shall not be disclosed by the Client to any third parties, except as may be necessary to effectuate the terms of this Agreement or as required by law (and in such event, the party

compelled to disclose shall inform the other party as soon as practicable so the other party may seek a protective order). If there is a pre-existing agreement in place which addresses confidentiality or non-disclosure between the Client and the Company, that pre-existing agreement shall apply in addition to this Agreement.

11. SEVERABILITY. The provisions of this Agreement are independent of and separable from each other. If any provision of this Agreement, or any portion thereof, is held to be invalid or unenforceable by any court of competent jurisdiction, such invalid or unenforceable provision or portion thereof shall not affect the remainder of this Agreement.
12. WARRANTIES. Client represents and warrants that its use of the Product will at all times (i) be in connection with applicable law, including without limitation any applicable data privacy law or regulation, such as the California Consumer Privacy Act (“CCPA”) and the European Union General Data Protection Regulation (“GDPR”), and any other State privacy or data protection laws, (ii) not violate any terms and conditions, policies or agreements in place with respect to certain hardware or software manufacturers or sellers under which the Product is used. Client further represents and warrants that the Company has no obligation to analyze, inspect, audit, validate, or otherwise review any use of the Product as it may rely on the Client’s representations and warranties contained in this Section 11 and otherwise in these Terms and Conditions, which are material to Company.
13. INDEMNIFICATION. Client agrees to defend, hold harmless and indemnify the Company and its affiliates, and their respective employees, officers, directors, managers, stockholders, members, representatives and agents for any and all claims, causes of action, damages, demands, fines, losses, deficiencies, judgments, interest, awards, fines, costs, expenses, liabilities, and penalties of any kind (including reasonable attorney and expert fees) directly or indirectly arising out of, based upon, resulting from or in connection with (a) the Client’s breach of any representation, warranty or covenant made by Client pursuant to these Terms and Conditions and any Agreement, (b) Client’s use of the Products, (c) Client’s breach or violation of any of these Terms and Conditions and any Agreement, any terms of Client’s agreement with any third party, or any applicable laws and regulations, (d) any claim that any use of the Product by Company violates any rights, including without limitation (i) constitutional rights of any individual or company which the Client uses the Product on or in connection with Client’s use of the Products, and (ii) any intellectual property rights (including all patent rights, copyrights, trademarks, trade secrets or other proprietary rights), moral rights or rights of publicity or privacy.
14. DISCLAIMERS; LIMITATION OF LIABILITY. The Products are offered “AS IS.” The Company makes no representations of any kind, whether express or implied or otherwise regarding the Products or Services. The Company disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, the Company explicitly disclaims all liability related to any Content, including without limitation, any liability related to Content being false, inaccurate, misleading, fraudulent, or untrue. The Company makes no warranty that the Products will meet your requirements, or that they will be uninterrupted or error-free. Notwithstanding the foregoing the Company may make any changes to the Products it deems fit at any time without notice to you. The Company will not be liable to Client or any third party claiming through Client for any direct, indirect, incidental, special,

consequential or exemplary damages (including damages for loss of profits, goodwill, use, revenue, or data, or cost of substitute services, or other economic loss, or otherwise), whether or not the Company has been advised of the possibility of such damages. Notwithstanding any other provision of this agreement, in no event will the Company's liability to Client or any third party in connection with this agreement exceed the total amount actually paid by Client to the Company in the three (3) month period preceding such claim or action arising.

15. ITEMS INCORPORATED BY REFERENCE. Customer acknowledges that the Activation Agreement and use of the Products are subject to these Terms and Conditions, as well as the Company's Privacy Notice, and the foregoing are incorporated by reference into these Terms and Conditions and the Company's Activation Agreement. The Company reserves the right to change these Terms, and its Privacy Notice, from time to time. You acknowledge and agree that it is your responsibility to periodically review the Company website and these Terms and Conditions. If we decide to modify our Terms and Conditions, we will post a new version on our website and notify you of these changes by email or on your next invoice from the Company. Your continued use of the Company Products after any such modifications will constitute acknowledgment and acceptance of the modified Terms and Conditions. These Terms and Conditions and the Company's Privacy Notice, which may change from time to time in accordance with their terms, or if no provision covers amendment of same then with reasonable notice to Customer. Continued use of Products designates Customer's acceptance of any changes to the Terms and Conditions and the Company's Privacy Notice, as applicable.