

“Brown Bacon”
SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This Software as a Service Agreement (“Agreement”) and any accompanying Brown Bacon, Brown Bacon LLC, BrownBacon.com, BrownBaconai.com (“Brown Bacon”) for any and all provided Brown Bacon services, product and pricing document executed as a standalone order or agreed to as part of application, API access, and/or an online order process on Brown Bacon’s purchasing portal website, is executed by and between Brown Bacon , Inc, a Delaware corporation (“Brown Bacon , LLC”) and the named entity on the Brown Bacon product and pricing document (the “Client”), each referred to as a “Party,” and collectively the “Parties.”

WHEREAS, Brown Bacon desires to provide software as a service to Client according to the terms and conditions set forth below;

WHEREAS, Client desires to purchase and engage with Brown Bacon for such software services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS

- “Platform” means the Brown Bacon. systems accessed by Platform Users to create, edit, and manage content, and/or manage Platform User settings on the Brown Bacon services including dashboards, mobile and web interfaces.
- “API” means access and/or deployment of the Brown Bacon API and/or other Platform integrations which allow access to Brown Bacon services or publish access to the content to Client’s website, online service, Customers, or Podcast subscribers/Customers.
- “Platform User(s)” means all individuals who create, edit, and manage content on the Brown Bacon platform, including but not limited to individuals and institutional users, who have been supplied user identifications and passwords or granted access by the Client or by Brown Bacon at the Client’s request. Platform Users do not include general-public Customers without Platform User credentials. Clients may not re-issue user credentials to any users other than those approved by Brown Bacon Unauthorized Platform Access may cause irreparable harm to Brown Bacon which may result in liability to the Client. The number of allowed Platform Users is defined in the Brown Bacon Purchase Terms, Statement of Work, or other agreements signed by both parties.
- “Customers” means public non-Platform Users who do not have access or login to the Brown Bacon Platform, services/API/platform, and are general-public consumers of the content. Brown Bacon tracks Customer engagement for quality, billing, and analytics purposes.
- “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the Client.
- “Business Days” means any days on which commercial banks in Delaware are open for business.
- “Client’s Data” means all electronic data or information submitted by the Client in connection with the Services.
- “Control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. This Agreement applies to each of the Client’s Affiliates.

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- “Documentation” means any written or electronically transmitted information provided to the Client by Brown Bacon in connection with the Services.
- “Fees” means the amounts payable to Brown Bacon by the Client in exchange for the Services/Goods ordered or agreed to as specified in the written proposal and subject to the Terms, including any additional amounts otherwise due under this Agreement or the Terms.
- “Malicious Code” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- “Privacy Policy” governs the use of any private information gathered from Users, located at [https://www.Brown Bacon .com/privacy](https://www.BrownBacon.com/privacy).
- “Services” means any online, cloud-based, associated mobile applications or web-based platform and services that the Client purchases from Brown Bacon , Inc, including optional services provided by Brown Bacon or external third-party services and/or goods.
- “Terms” means the general terms and conditions applicable to use of the Services provided by Brown Bacon , LLC, located at Brown Bacon .com/agreements. In the event of a conflict between the Terms and this Agreement, the Agreement shall govern.
- “Brown Bacon Purchase Terms” means the specific features, functions, and allotted number of Users agreed to be purchased by the Client and supplied by Brown Bacon for a set price, time, and number of Users. Purchase terms may also include other terms such as revenue share agreements, use, services, support, integration, and access terms or limitations.
- “Third-Party Goods or Services” means any goods or services provided to the Client by third parties to interoperate with the Services, including but not limited to applications, content, design, consulting, or similar services, and any smartphones, tablets, computers, online, web-based, or cloud-based applications, or offline software or other hardware products provided by third parties.

2. SUBSCRIPTION

2.1 Provision of Services

Brown Bacon shall make the Services available to the Client at the level consistent with the Brown Bacon Purchase Terms. Customer recognizes that the complexity of AI and web service application based solutions, and uncontrollable events from poor imported customer data, potential customer and/or public interactions can impact the availability of the service, however all reasonable efforts will be made by Brown Bacon to provide maximum availability of the service. The Client agrees that purchases are neither contingent on the delivery of future functionality or features nor dependent on any oral comments or forward-looking product/solution roadmap statements made by Brown Bacon.

2.2 License to the Platform for Creators & Administrators

The Client agrees to a per Platform User License, which includes Content Creators and/or Client Administrators. Pricing per Platform User License will be quoted by Brown Bacon

2.3 Content & API Subscription

The Client agrees that Content, application access & API Services/Subscriptions are purchased on an individual subscription basis at a specific level and usage rate of Customers, bandwidth (data transfer),

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storage space, and other limitations defined in the Brown Bacon Purchase Terms. The Client may not use, publish or otherwise expose access to the Services beyond these restrictions without express written permission from Brown Bacon. The Client may not sub-license or otherwise install or use Brown Bacon services in a way which they were not specifically approved or contracted for. Usage exceeding 100% of the agreed level of services in any month will be charged a fee based on Brown Bacon current pricing. Additional services will terminate on the same date as the pre-existing services contract.

Brown Bacon Content & API Subscription is priced based on many factors including but not limited to the number of publication locations, internal Client use or customer use cases, amount of data loaded for AI training/application access, types and/or formats of data provided for application access, and estimated usage. The Client shall not publish Brown Bacon Content & API Subscription services to other locations without written approval from Brown Bacon.

Except as otherwise specified by the Brown Bacon Purchase Terms, the Subscription is only for approved persons or designated documented publication locations and cannot be shared or used by anyone else. The Client is responsible for ensuring that their employees and customers comply with the Terms in using the Services.

2.4 Prohibited Use

The Client may not:

- Permit any third party or client employee, representative, or assignee to install, configure, access, use, or copy the Software or SaaS Services.
- Modify, reverse engineer, decompile, disassemble, distribute, create derivative works based on, copy, or otherwise exploit the Services or Software except as expressly permitted by law.
- Sell, sublicense, rent, lease, or otherwise transfer rights to the Services or Software.
- Use the Services or Software to operate in or as a time-sharing, outsourcing, or service bureau environment.
- Obscure, remove, or alter any intellectual property rights notices or markings on the Services or Software.
- Use the Services or Software in any manner that could pose a security risk or impair the performance of the computing environment on which they are hosted.
- Make the Services available to anyone other than authorized Users.
- Use the Services to store or transmit infringing, libelous, obscene, or otherwise unlawful material.
- Use the Services to store or transmit Malicious Code.
- Interfere with or disrupt the integrity or performance of the Services or third-party data.
- Attempt or permit others to attempt unauthorized access to the Services or their systems.
- Load test the Services to test scalability.
- Copy, reproduce, publicly perform, or create derivative works based upon the Services or Documentation.

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The Client shall not use the Brown Bacon solution for prohibited or illegal activities and shall defend and hold Brown Bacon harmless against any resulting legal action.

2.5 Renewal Services

(i) Client will notify Brown Bacon 90 days prior to the end of the current Term if they wish to cancel the renewal of this Agreement. If no notice is given, the Agreement will automatically renew. (ii) A price increase on automatic renewal shall be 20% of the prior year's total fees. (iii) Renewal contracts will not include prior signing discounts or increases in published or quoted list prices for Services. Contracts not renewed within 90 days of the renewal date will be subject to Brown Bacon current pricing.

3. USE OF THE SERVICES

3.1 Use

The Services consist of SaaS software running remotely on cloud-based servers controlled by Brown Bacon third-party hosting provider. The Client agrees that Brown Bacon may add the phrase “Powered By Brown Bacon” visibly but not distractingly to Users on the Brown Bacon System. The Client has no right to receive either an object code or source code version of the software. Usage rights are limited to accessing the Services via a designated portal using credentials provided by Brown Bacon. The Client must have a compatible high-speed internet connection, hardware, and software.

3.2 API License

Unless specified in the agreement, API server services, setup, installation, integration services, support, and other third-party API integrations are not included in the contract and will be quoted per the Client's use case.

3.3 Brown Bacon Responsibilities

Brown Bacon shall:

- Provide basic support consistent with the level purchased by the Client.
- Use commercially reasonable efforts to make the Services available 24/7, except for planned downtime or circumstances beyond Brown Bacon control.
- Provide the Services in accordance with applicable laws and regulations.

3.4 The Client's Responsibilities

The Client shall:

- Ensure their Users comply with this Agreement.
- Be responsible for the accuracy, quality, integrity, and legality of the Client's Data.
- Prevent unauthorized access to the Services and promptly notify Brown Bacon of any such access.
- Use the Services in accordance with this Agreement and applicable laws.

3.5 Usage Limitations

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The Services may be subject to limitations, such as storage space or Internet bandwidth. Brown Bacon shall inform the Client of any such limitations. The Services may not be used for any purpose in violation of applicable laws or regulations.

4. THIRD-PARTY GOODS OR SERVICES

4.1 Acquisition of Third-Party Goods or Services

The Client may purchase and use Third-Party Goods and Services to interoperate with the Services provided by Brown Bacon. Any purchase or use of Third-Party Goods or Services is solely between the Client and the third-party provider. Brown Bacon does not warrant or guarantee that Third-Party Goods and Services will interoperate with Brown Bacon system.

4.2 Third-Party Goods or Services and The Client's Data

If the Client enables Third-Party Goods or Services, Brown Bacon may allow third-party providers to transport the Client's Data as required for interoperation. Brown Bacon is not responsible for any disclosure, modification, or deletion of the Client's Data resulting from such access. The Services may allow the Client to restrict access by preventing Users from installing or enabling additional Third-Party Goods or Services not purchased by the Client.

5.1 Platform Services & User Fees

The Client shall pay all Fees specified in the Client's Brown Bacon Purchase Terms. Except as otherwise specified: (i) all Fees are quoted and payable in United States dollars; (ii) all Fees are based on Services purchased and not actual usage; (iii) payment obligations are non-cancelable, and Fees paid are non-refundable (except as provided in Section 11.3); and (iv) the level of service cannot be decreased during the relevant subscription term. Fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the remaining monthly periods in the relevant subscription term.

5.2 Overage Fees

During the Term of this Agreement, the Client agrees to stay within the limitations of Platform Users, API usage, and other services as defined in the Brown Bacon Purchase Terms. Any usage above 100% within a given 1-month period will be considered over usage, and Brown Bacon will automatically charge the additional fees to the Client account per section 2.2 above.

5.3 Invoicing and Payment

If the Client chooses to pay monthly, they will provide Brown Bacon with a valid and updated credit card, ACH, or any other accepted form of electronic payment, or with a valid purchase order acceptable to Brown Bacon. If the Client provides credit card information, they authorize Brown Bacon to charge such credit card for all Fees due and payable according to this Agreement, including any sales tax. A credit card processing fee of up to 5% may be charged. Fees for subscriptions shall be paid by the Client in full in advance of the subscription term, either annually or in accordance with any different billing frequency.

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specified in the Client’s Brown Bacon Purchase Terms. All invoiced Fees are due upon receipt. The Client is responsible for maintaining complete and accurate billing and contact information with Brown Bacon

5.4 Overdue Fees and Late Fees

All past due fees over sixty (60) days from the time invoiced will accrue a late fee at the rate of 5% per month, compounded monthly, or the maximum rate permitted by law, whichever is lower, from the date the Fees were due until paid. Brown Bacon may condition future Orders on different payment terms. If reasonable attempts to collect past due amounts are unsuccessful, the client is responsible for all collection fees incurred by Brown Bacon. Brown Bacon may limit or terminate use of the services for accounts over sixty (60) days past due.

5.5 Suspension of Service and Acceleration

If any amount the Client owes Brown Bacon is overdue by 60 or more days (or 10 or more days overdue in the case of amounts the Client has authorized Brown Bacon to charge to the Client’s credit card), Brown Bacon may, without limiting other rights and remedies, accelerate all unpaid Fee obligations under this Agreement, suspend the Client’s current Services, or withhold future Services until all such amounts are paid in full.

5.6 Taxes

Unless otherwise specified, Fees do not include any taxes, levies, duties, or similar governmental assessments, including but not limited to value-added, sales, use, or withholding taxes, assessable by any local, state, provincial, federal, or foreign jurisdiction (collectively, “Taxes”). The Client is responsible for paying all Taxes associated with the Client’s purchases from Brown Bacon. If Brown Bacon has the legal obligation to pay or collect Taxes for which the Client is responsible, the appropriate amount shall be invoiced to and paid by the Client, unless the Client provides Brown Bacon with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights

This is a subscription to a service. Subject to the limited rights expressly granted hereunder, Brown Bacon reserves all rights, title, and interest in and to the Services, including all related intellectual property rights. No rights, including any rights under license, either express or implied, are granted to the Client hereunder other than as expressly set forth herein. The Client will have no ownership or license rights to such additions or modifications except for this subscription.

6.2 Restrictions

The Client shall not (i) permit any third party to access the Services except as permitted herein or as otherwise agreed, (ii) create derivative works based on the Services provided by Brown Bacon, LLC, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on the Client’s own intranets or otherwise for the Client’s own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services to build a competitive product or service or copy any features, functions, or graphics of the Services.

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6.3 Data Ownership

Brown Bacon Services are based on individual and Institutional contributing partner content. The Client has no rights or ownership to this data, including reporting data. The Client shall not construe ownership of any portion of Brown Bacon Services, platform, users, API, or services. Any content loaded, added, or edited within Brown Bacon platform becomes the marketable property of Brown Bacon, Inc, except for Client's exclusive content created, edited, and loaded into the platform unless otherwise stipulated and approved by Brown Bacon. Upon termination of the agreement, the Client shall immediately discontinue use, promotion, publishing, and/or any use and remove and permanently delete all data, images, audio, content, and services related to Brown Bacon.

6.4 Creator Content

Clients/Content Creators provide Brown Bacon with a perpetual license for all loaded, created, edited audio, video, written, or other formats of content submitted to the Platform. Brown Bacon will not be charged for the usage, consumption, marketing, or distribution of the content created unless otherwise specified. Brown Bacon is not required to delete or remove any submitted content on the Platform. Any recompiled and/or AI-generated content based on the original contributor content will be considered regenerated and remixed original content and no longer the property of the original creator.

6.5 Creator Content Rights

See Content Creator Contract Terms & Conditions.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information

“Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally, visually, electronically, in writing, or otherwise, designated as confidential or reasonably understood to be confidential. The Client's Confidential Information includes the Client's Data; Brown Bacon Confidential Information includes the Services; and each party's Confidential Information 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. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation, (ii) was known to the Receiving Party prior to its disclosure without breach of any obligation, (iii) is received from a third party without breach of any obligation, or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information

Except as permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care to protect the confidentiality of the Disclosing Party's Confidential Information as it uses to protect its own confidential information (but not less than reasonable care) and not disclose or use any Confidential Information outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information to those employees, contractors, and agents who need access for purposes consistent with this Agreement and have signed confidentiality agreements with protections no less stringent than those herein. The Receiving Party shall promptly advise the Disclosing Party of any

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unauthorized access to Confidential Information and cooperate in seeking injunctive relief. Brown Bacon may disclose clients' logos for customer engagement and marketing purposes.

7.3 Protection of The Clients Data

Any submitted content on the platform becomes public domain and marketable exclusively by Brown Bacon unless otherwise specified contractually.

7.4 Compelled Disclosure

The Receiving Party may disclose Confidential Information if compelled by law, provided the Receiving Party gives the Disclosing Party prompt prior notice (to the extent legally permitted) to enable the Disclosing Party to seek a protective order or other remedy, and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose Confidential Information in a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Receiving Party will disclose only to the extent legally required, and the Disclosing Party will reimburse the Receiving Party for the reasonable cost of compiling and providing secure access to such Confidential Information.

7.5 European Union Data Protection Directive

If the Client is subject to the European Union Data Protection Directive 95/46/EC, the European Union General Data Protection Regulation, or similar statute, Brown Bacon shall not process Client's Data on its behalf. The Client agrees they are the controller of such information and Brown Bacon is the processor. If any term of this Agreement conflicts with any term of the DPA, the conflicting term in the DPA shall control.

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 Brown Bacon Limited Warranty

Brown Bacon warrants that the Services shall be provided in a professional, competent, and workmanlike manner and perform materially in accordance with this Agreement. This Agreement may be updated at any time without notice and is provided for reference at <http://www.brownbacon.com/agreements>. For any breach of this limited warranty, the Client's exclusive remedy shall be as provided in Section 11.2 (Termination) and Section 11.4 (Refund or Payment upon Termination).

8.2 Mutual Representations and Warranties

Each party represents and warrants that (i) it has the legal authority to enter into this Agreement and be bound by its terms and conditions, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

9. INDEMNIFICATION FROM THIRD-PARTY CLAIMS

The Client shall indemnify, defend, and hold harmless Brown Bacon and our Affiliates, and respective officers, directors, contractors, and agents, from any claim by a third-party alleging that the Client's Data breaches any agreement with that party or infringes the intellectual property rights of a third-party, or violates applicable law.

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Brown Bacon shall indemnify, defend and hold the Client, its partners, parents, subsidiaries, affiliates, and their respective successors, assigns, members, principals, officers, directors, employees, and agents, harmless from any claims alleging that Brown Bacon system infringes the intellectual property rights of a third party, or violates applicable law.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability

IN NO EVENT SHALL 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 TWO TIMES (2X) THE TOTAL AMOUNT PAID BY THE CLIENT HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

10.2 Exclusion of Consequential and Related Damages

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement

This Agreement commences on the date signed by the Client and shall continue as defined by Brown Bacon Purchase Terms, which initial term shall not be terminated unless in compliance with Section 11.2.

11.2 Termination

Termination for convenience is not permitted in this Agreement and all Terms and Conditions remain in force until expiration of this Agreement unless Termination of Cause occurs. Without limiting the Service Level Agreement located at (<https://www.BrownBacon.com/sla>), in the event of an outage of the Services in full for a period longer than seventy-two (72) hours, except for reasons outside of Brown Bacon control, the Client may terminate this Agreement immediately with written notice. Otherwise, a party may terminate this Agreement for cause (i) upon 30-days’ written notice to the other party’s breach, if such breach remains uncured at the expiration of such additional 30-day cure period or (ii) 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. Brown Bacon may also terminate this Agreement any time upon written notice to the Client. The Client must issue a notice of non-renewal 90 Days prior to the end of the initial term as defined in the Brown Bacon Purchase Terms.

11.3 Refund or Payment upon Termination

Upon termination of this Agreement Brown Bacon shall refund the Client any prepaid Fees covering the remainder of the term of all subscriptions after the effective date of termination, except for termination for cause by Brown Bacon under Section 11.2, in which case the Client shall pay any unpaid Fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve

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the Client of the obligation to pay any Fees payable to Brown Bacon for the period prior to the effective date of termination.

11.4 Return of The Client's Data

Brown Bacon will maintain the Client's Data for a period of 30 days after the effective date of termination of this Agreement to enable the Client to download the Client's Data. After such time period, Brown Bacon shall have no obligation to maintain or provide access to any of the Client's Data and shall thereafter, unless legally prohibited, delete all of the Client's Data in Brown Bacon systems or otherwise in Brown Bacon possession or under Brown Bacon control.

11.5 Surviving Provisions

Section 5 (Fees, and Payment), 6 (Proprietary Rights), 7 (Confidentiality), 8 (Limited Warranties and Disclaimers), 9 (Indemnification from Third-Party Claims), 10 (Limitation of Liability), 11.3 (Refund or Payment upon Termination), 11.4 (Return of the Client's Data), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

12.1 General

The Client is contracting with Brown Bacon , LLC, Inc., a Nebraska corporation. The Client should direct all notices under this Agreement to “Legal” to the email address per the contract. The Client agrees that the substantive laws of the state of Nebraska, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit arising out of or in connection with this Agreement. Any legal action (“Action”) brought under, arising under, relating in any way to, or in connection with this Agreement, its subject matter, or any transactions contemplated hereby, including the interpretation, validity, enforceability and enforcement of this Agreement, shall be brought only in the state or federal courts of the State of Nebraska (the “Nebraska Courts”). Each Party submits to the exclusive jurisdiction of the Nebraska Courts and agrees not to commence any Action covered by this provision in any other court or forum; provided, that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each Party irrevocably and unconditionally waives and agrees not to assert (i) any objection to the laying of the venue of any Action in the Nebraska Courts; (ii) any claim that an Action brought in the Nebraska Courts has been brought in an inconvenient forum; and (iii) any claim that the Nebraska Courts do not have jurisdiction with respect to an Action. Each Party irrevocably consents to service of process in connection with any Action being made by utilizing the notice provisions set forth in this Agreement and agrees not to contest any service of process made in an Action in such manner. Each Party irrevocably and unconditionally waives any right to a trial by jury and agrees that any Party may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained-for agreement among the Parties irrevocably to waive their right to trial by jury in any Action.

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12.2 Manner of Giving Notice

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon the second Business Day after emailing, so long as no notice of non-delivery has been received. Notices to the Client shall be addressed to the system administrator designated by the Client for the Client's relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by The Client, or to the email address the Client provides to Brown Bacon. The Client agrees to provide Brown Bacon with the Client's current email address at all times. By the Client's acceptance of this Agreement, the Client agrees to have opted-in for the receipt of email communications pursuant to the provisions of the United States CAN-SPAM Act.

12.3 Agreement to Governing Law and Jurisdiction

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of and venue within the applicable courts stated above.

13. GENERAL PROVISIONS

13.1 Export Compliance

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) the Client shall not permit Users to access or use the Services in violation of any U.S. export embargo, prohibition or restriction.

13.2 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3 No Third-Party Beneficiaries

Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.

13.4 Waiver and Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement shall 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.

13.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the

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original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.6 Attorney Fees

The Client shall pay on demand all of Brown Bacon reasonable attorneys’ fees and other costs incurred by Brown Bacon to collect any Fees due Brown Bacon under this Agreement. In any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys’ fees and costs incurred in bringing or defending the action, including on any appeal.

13.7 No Assignment

Neither party may assign any of its obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld). Except, Brown Bacon may assign this Agreement in its sole discretion. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8 Entire Agreement

This Agreement, including all exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless

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