

TERMS OF SERVICE

Last Updated: September 2025

These **TERMS OF SERVICE** (these “**Terms**”) are a legal agreement between you and HarperDB, Inc. a Delaware corporation (“**Harper**”) and govern your access to and use of the Platform and the Services, including Harper’s database management platform.

You represent and certify that you are of legal age to form a binding contract. To register as a user of the Services you must be 18 years or over.

In the event that you are agreeing to this Terms on behalf of a third party entity, you represent that you are an employee or agent of the third party for whom you are acting as the User (as defined below) of the Services and are entering into these Terms for use of the Services by such third party in accordance with these Terms. You represent and warrant that you have sufficient right to bind such third party to these Terms. Accordingly, all references to “you” and “your” in these Terms shall be references to such third party. If you do not have such authority, you must not accept these Terms and may not use the Services.

BY CHECKING I AGREE, OR BY OTHERWISE ACCESSING THE SERVICES YOU ACCEPT THESE TERMS. YOU FURTHER ACKNOWLEDGE THAT YOUR SUBMISSION OF THE CREDIT CARD PAYMENT FORM SERVES AS YOUR AGREEMENT TO THESE TERMS.

In the case of inconsistencies between these Terms and information included in any other materials related to the Platform or the Services (e.g., promotional materials), these Terms will always govern and take precedence.

IN THE EVENT THAT YOU AND HARPER ARE PARTY TO A SEPARATE WRITTEN AGREEMENT GOVERNING THE SERVICES AND YOUR ACCESS TO AND USE OF THE PLATFORM (THE “**SERVICES AGREEMENT**”), THE TERMS OF THAT SERVICES AGREEMENT WILL APPLY IN PLACE OF THESE TERMS AND THESE TERMS WILL BE OF NO FORCE OR EFFECT, EXCEPT WITH RESPECT TO SECTION 3.5.

Please click here: <https://www.harpersystems.dev/legal/paas-terms-of-service> to view a printable version of these Terms.

1. DEFINITIONS.

1.1 “Affiliate” means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where “control” means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 “Content” means content, data, and information that is owned by Harper or any of its licensors that is provided or made available by Harper through use of the Platform or as part of or in connection with Harper’s provision of Services. Content does not include Customer Data.

1.3 “Customer Data” means the electronic data and information input into the Platform by or on behalf of you. Customer Data does not include Usage Data.

1.4 “Documentation” means the then-current online user manuals provided by Harper to Licensee in connection with the Services. Please click here: <http://docs.harperdb.io/> to view the current online user manuals.

1.5 “Effective Date” means the date that you accept these Terms.

1.6 “Evaluation Period” means, where an evaluation license is specified on the Order, the period beginning on the effective date of the Order until the date: (a) specified by Harper, (b) Harper provides you with written notice of termination of the evaluation or (c) you purchase the right to use Harper’s paid, production use software program, whichever occurs first.

1.7 “Order” means any order for Services submitted by you (including, but not limited to, your selection of Services made by you through the Platform) and accepted by Harper setting forth Services Harper will provide. Each Order is incorporated by reference into these Terms.

1.8 “Platform” means Harper’s proprietary platform utilized by Harper to provide the Software to you under these Terms. The Platform does not include your connectivity equipment, internet and network connections, hardware, software and other equipment as may be necessary for you and your Users to connect to and obtain access to the Platform or to utilize the Services.

1.9 “Services” means, collectively, access to the Platform, Support Services, and the other services made available on, by, or through the Platform by Harper under these Terms, with respect to any of the foregoing, as set forth in an Order.

1.10 “Software” means Harper’s, or its licensors, proprietary software as a service offering as set forth in an Order and made available through remote access by Harper to you and your Users as part of the Platform, including any modified, updated, or enhanced versions that may become part of the Software.

1.11 “Support Services” means Harper’s standard technical support and Software maintenance offering for the Platform.

- 1.12 “Users” means your employees, independent contractors, and other individuals who you authorize to use the Services on your behalf.
- 1.13 “Usage Data” means any content, data, or information that is collected or produced by the Platform in connection with use of the Services, and may include, but is not limited to, usage patterns, traffic logs, performance metrics, User registration and contact data, and User conduct associated with the Platform.
2. **SERVICES.**
- 2.1 **Provision of Services.** Harper shall provide the Services to you and your Users in accordance with these Terms and the applicable Order.
- 2.2 **Support.** Harper shall provide support for the Services to you and your Users in accordance with the support policy located at <https://www.harpersystems.dev/legal/harper-support-policy> (the “Support Policy”).
- 2.3 **Cooperation.** You shall supply to Harper the Customer Data along with access and personnel resources that Harper reasonably requests in order for Harper to provide the Services.
- 2.4 **Resources.** You are solely responsible for, at your own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for your Users to connect to and access the Platform.
- 2.5 **Third-Party Offerings.** Harper may make access to or use of third-party software services, applications, or functionality that link to, interoperate with, or are incorporated into the Platform available to you (collectively, “Third-Party Offerings”). You acknowledge that Harper does not own or control such Third-Party Offerings, they are made available as a convenience only, and are not part of the Platform or subject to any of the warranties, service commitments, or other obligations with respect to Platform under these Terms and that such Third-Party Offerings may be subject to their own terms and conditions. Any acquisition by you of Third-Party Offerings, and any exchange of data between you and any Third-Party Offering is solely between you and the applicable Third-Party Offering provider. Access to and use of any Third-Party Offerings is at your own risk and is solely determined by the relevant third-party provider and is subject to such additional terms and conditions applicable to such Third-Party Offering. Harper may disable or restrict access to any Third-Party Offerings on the Platform at any time without notice. Harper is not liable for Third-Party Offerings or any Customer Data provided to a third party via a Third-Party Offering.
- 2.6 **Data Protection.** If requested, the parties will enter into a mutually agreeable data processing addendum.
3. **GRANT OF RIGHTS.**
- 3.1 **Access Rights; Your Use of the Platform.** Subject to the terms and conditions of these Terms, Harper hereby grants to you, during the Term (as defined below), a non-exclusive, non-sublicensable right to access and use the Platform for your and your Affiliates’ internal business purposes in accordance with the Documentation and the terms and conditions of these Terms. Harper and its licensors reserve all rights in and to the Platform and the Services not expressly granted to you under these Terms.
- 3.2 **Restrictions on Use.** You shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Platform, or attempt to reverse engineer, decompile, disassemble or access the source code for the Platform or any component thereof; (b) use the Platform, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than you or your Affiliates; (c) permit any party, other than the then-currently authorized Users to independently access the Platform; (d) use the Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Platform to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 3.3 **Prohibited Data.** Except as provided in Section 4.2, you and your Users shall not upload to the Platform or otherwise submit or make accessible to Harper any government issued identifiers (e.g., social security numbers), protected health information, or other types of sensitive data that is subject to specific or elevated data protection requirements (collectively, “Prohibited Data”), unless Harper has expressly agreed in the relevant Order that it can comply with such requirements. You acknowledge that: (i) the Platform is not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (ii) Harper has no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data other than as provided for in these Terms. If you or your Users upload any Prohibited Data to the Platform in violation of these Terms, Harper may, without limiting any of its other rights and remedies, delete such Prohibited Data from the Platform after providing you with at least 5 days to export such Prohibited Data from the Platform.
- 3.4 **Users.** Under the rights granted to you under these Terms, you may permit independent contractors and employees of your Affiliates to become Users in order to access and use the Platform in accordance with these Terms; provided that you will be liable for the acts and omissions of all your Affiliates and Users. You shall not, and shall not permit any User to, use the Platform, Software or Documentation except as expressly permitted under these Terms. You are responsible for Users’ compliance with these Terms and any activity that occurs under a User’s account.

3.5 Evaluation Period.

(a) *Evaluation Period Access and Use Rights.* If you are accessing and using the Platform free of charge for evaluation purposes, this Section 3.5 shall apply and take precedence over any inconsistent or conflicting terms until you purchase and are granted a right to access and use the Platform. Subject to the terms and conditions of these Terms, Harper grants to you, during the Evaluation Period, a revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform solely for your internal business purpose of evaluating and testing the Platform and validating the functionality of the Platform to determine whether to purchase a full right to access and use the Platform and subject to any limitations specified by Harper. During the Evaluation Period, access to and use of the Platform will be free of charge. You may elect to purchase a right to access and use the Platform by notifying Harper prior to the expiration of the Evaluation Period and paying the applicable Fees (as defined below) in accordance with these Terms. Upon payment of such Fees, Harper will grant you a right to access and use the Platform for your future use of the Platform in accordance with Section 3.1. If you do not purchase such a right to access and use the Platform prior to expiration of the Evaluation Period, your right to access and use the Platform free of charge will terminate.

(b) *Evaluation Period Disclaimer and Limitations of Liability.* YOUR USE OF THE PLATFORM DURING THE EVALUATION PERIOD IS ENTIRELY AT YOUR OWN RISK. NOTWITHSTANDING SECTIONS 7.1, 8.1, THE CAP ON DAMAGES IN SECTION 9 OF THESE TERMS, AND THE SUPPORT POLICY, DURING THE EVALUATION PERIOD, THE PLATFORM AND THE SERVICES ARE PROVIDED “AS-IS”, WITHOUT ANY WARRANTIES OF ANY KIND, AND HARPER WILL HAVE NO INDEMNIFICATION OR DEFENSE OBLIGATIONS OR LIABILITY OF ANY TYPE WITH RESPECT TO THESE TERMS, THE PLATFORM, OR THE SERVICES, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW, IN WHICH CASE IN NO EVENT WILL HARPER’S LIABILITY WITH RESPECT TO THESE TERMS, THE PLATFORM, AND THE SERVICES PROVIDED DURING THE EVALUATION PERIOD EXCEED \$100. EXCEPT AS ALTERED IN THIS SECTION 3.5, ALL OTHER TERMS OF THESE TERMS SHALL APPLY AND GOVERN YOUR USE OF THE PLATFORM DURING THE EVALUATION PERIOD. HARPER WILL HAVE NO OBLIGATION DURING THE EVALUATION PERIOD TO CORRECT ANY BUGS, DEFECTS OR ERRORS IN THE PLATFORM OR TO OTHERWISE SUPPORT OR MAINTAIN THE PLATFORM.

4. FEES AND PAYMENT TERMS.

4.1 Fees. You shall pay Harper the fees set forth in the applicable Order (“Fees”) in accordance with the terms of these Terms. Fees are exclusive of, and you shall pay all taxes, fees, duties, and other governmental charges arising from the payment of any Fees or any amounts owed to Harper under these Terms (excluding any taxes arising from Harper’s income or any employment taxes).

4.2 Payment. You shall pay to Harper all Fees within 30 days after your receipt of the applicable invoice for such Services. If you disagree with any Fees set forth in an invoice, you shall notify Harper of the dispute within 30 days after receipt of such invoice. All payments received by Harper are non-refundable except as otherwise expressly provided in these Terms. You shall make all payments in United States dollars. Harper may charge Customer interest on any undisputed amounts not paid when due at the rate of 1½% per month or the maximum rate permitted by applicable law; whichever is less, from the due date until paid.

5. TERM AND TERMINATION.

5.1 Term. These Terms commence on the Effective Date and, unless terminated earlier in accordance with these Terms, continue until all Orders have terminated (“Term”).

5.2 Order Term. The initial term of an Order shall begin on the date set forth in the Order and continue for the period set forth in such Order (“Initial Term”). Each Order will automatically renew for additional periods of the same duration as the Initial Term (each, a “Renewal Term”), unless a party gives the other party written notice of its intent to not renew at least 30 days prior to the end of the Initial Term or the then-current Renewal Term.

5.3 Termination or Suspension During the Evaluation Period. During the Evaluation Period, Harper may: (a) terminate these Terms for any reason upon written notice to you; or (b) suspend your and your Users’ access to and use of the Platform, without notice, for any reason, including, but not limited to, your breach of these Terms or conduct that Harper believes is otherwise harmful. You acknowledge and agree that Harper will not be liable to you for any termination of these Terms or suspension of your or your Users’ access to the Platform under this Section.

5.4 Termination. Either party may terminate the Agreement and all underlying Orders by written notice to the other party if the other party materially breaches any of its obligation of the Agreement and does not cure such breach within 30 days after receiving written notice of such breach, provided such breach is capable of cure. Notwithstanding the foregoing, (a) Harper may terminate this Agreement immediately, including any underlying Orders, upon written notice if Customer, in any manner, breaches Section 3 (Grant of Rights) or Section 10 (Confidentiality), and (b) Customer may terminate this Agreement immediately, including any underlying Orders, upon written notice if Harper, in any manner, breaches Section 10 (Confidentiality).

5.5 Effects of Termination. Upon termination of these Terms and all Orders: (a) all amounts owed to Harper under these Terms before such termination will be due and payable in accordance with Section 4; (b) all of your rights granted in these Terms will immediately cease; (c) you shall promptly discontinue all access and use of the Platform and return or erase, all copies of the

Documentation in your possession or control; and (d) Harper shall promptly return or erase all Customer Data, except that Harper may retain Customer Data in Harper's archived backup files. Sections 3.2, 3.3, 3.5(b), 4, 5.5, 6, 7.3, 8, 9, 10, and 11 survive expiration or termination of these Terms.

5.6 Suspension. Notwithstanding anything to the contrary in these Terms, Harper may suspend your and any of your Users' access to the Platform if Harper determines that: (a) there is an attack on the Platform; (b) your or any of your User's use of the Platform poses a reasonable risk of harm or liability to Harper and, if capable of being cured, you are not taking appropriate action to cure such risk; (c) you or your Users have breached Sections 3.2 or 10; (d) your or your Users use of the Platform violates applicable law; or (e) you have failed to pay any undisputed charge owed under these Terms when due and has failed to cure such late payment within 15 days after Harper has provided you with written notice of such late payment. Harper shall use commercially reasonable efforts to provide you with notice of such suspension. Harper may suspend your or your Users' access to the Platform until the situation giving rise to the suspension has been remedied to Harper's reasonable satisfaction. Harper's suspension of your or your Users' access to the Platform will not relieve you of your payment obligations under these Terms, and you will not be eligible for any Downtime Credits due to Platform unavailability under Exhibit A.

6. PROPRIETARY RIGHTS.

6.1 Customer Data. As between the parties, you own all right, title, and interest in Customer Data, including all intellectual property rights therein. You are solely responsible for the legality of Customer Data. You shall obtain all necessary rights, and, where applicable, all appropriate and valid consents and agreements to disclose Customer Data to Harper to permit the processing of such Customer Data by Harper for the purposes of performing Harper's obligations under these Terms or as may be required under applicable law. You shall notify Harper of any changes in, or revocation of, the permission to use, disclose, or otherwise process Customer Data that would impact Harper's ability to comply with these Terms, or applicable law.

6.2 Customer Data License Grant. You hereby grant to Harper and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted by Section 11.3) license to use the Customer Data solely for the purpose of performing the Services for you under these Terms.

6.3 The Services. All proprietary technology utilized by Harper to perform its obligations under these Terms, and all intellectual property rights in and to the foregoing, as between the parties, are the exclusive property of Harper. Harper or its third-party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Content and the Platform, including without limitation the Software, Documentation, customizations, and enhancements, and all processes, know-how, and the like utilized by or created by Harper in performing under these Terms. Any rights not expressly granted to you hereunder are reserved by Harper.

6.4 Usage Data. Harper retains ownership of all right, title, and interest in and to the Usage Data. Harper may use Usage Data in connection with its performance of its obligations in these Terms and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Harper's services, systems, and algorithms.

7. WARRANTY; DISCLAIMERS.

7.1 Access to the Platform. Harper warrants that the Platform will perform materially in accordance with the Documentation and these Terms. Harper does not warrant that the Platform will be completely error-free or uninterrupted. If you notify Harper of a reproducible error in the Platform that indicates a breach of the foregoing warranty (each, an "**Error**") within 30 days after you experience such Error, Harper shall, at its own expense and as its sole obligation and your exclusive remedy (except for Downtime Credits that you may be entitled to receive due to Platform unavailability under Exhibit A): (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Harper is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from you, you may terminate these Terms upon notice to Harper and, Harper shall refund the amounts you paid for access to the Platform for the period during which the Platform was not usable by you. The warranties set forth in this Section 7.1 do not apply to any Third-Party Offerings or cover any Error caused by: (i) you or your Users; (ii) use of the Platform in any manner or in any environment inconsistent with its intended purpose; or (iii) any equipment, software, or other material you utilize in connection with the Platform not provided by Harper.

7.2 Right to Customer Data. You represent and warrant that you have the right to: (a) use the Customer Data as contemplated by these Terms; and (b) grant Harper the license in Section 6.2.

7.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, NEITHER PARTY MAKES ANY OTHER WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. HARPER MAKES NO WARRANTY THAT THE PLATFORM OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT ANY CUSTOMER DATA OR ANY OTHER DATA OR INFORMATION THAT YOU UPLOAD TO THE PLATFORM OR OTHERWISE MAKE AVAILABLE WILL BE SECURE FROM UNAUTHORIZED ACCESS OR USE.

8. INDEMNIFICATION.

8.1 Claims Against You. Harper shall defend any claim, suit, or action against you brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (each, a “**Customer Claim**”), and Harper shall indemnify and hold you harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and other legal expenses) (collectively, “**Losses**”) that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim. The foregoing obligations are conditioned on you: (a) promptly notifying Harper in writing of such Customer Claim; (b) giving Harper sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Harper’s request and expense, assisting in such defense. In the event that the use of the Platform is enjoined, Harper shall, at its option and at its own expense either (a) procure for you the right to continue using the Platform, (b) replace the Software with a non-infringing but functionally equivalent product, (c) modify the Software so it becomes non-infringing or (d) terminate these Terms and refund the amounts you paid for access to the Platform that relate to the period during which you were not able to use the Platform. Notwithstanding the foregoing, Harper will have no obligation under this Section 8.1 with respect to any infringement claim based upon: (1) any use of the Platform not in accordance with these Terms; (2) any use of the Platform in combination with products, equipment, software, or data that Harper did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; (3) any modification of the Platform by any person other than Harper or its authorized agents or subcontractors; or (4) any Third-Party Offering. **THIS SECTION 8.1 STATES HARPER’S ENTIRE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS OR ACTIONS.**

8.2 Claims Against Harper. You shall defend, any claim, suit, or action against Harper brought by a third party (including, but not limited to your Users) to the extent that such claim, suit or action is based upon: (a) your or Harper’s use of any Customer Data in accordance with these Terms; or (b) your breach of Section 3.3 (each, a “**Harper Claim**”) and you shall indemnify and hold Harper harmless, from and against Losses that are specifically attributable to such Harper Claim or those costs and damages agreed to in a settlement of such Harper Claim. The foregoing obligations are conditioned on Harper: (a) promptly notifying you in writing of such Harper Claim; (b) giving you sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at your request and expense, assisting in such defense.

9. LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY’S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY YOU TO HARPER UNDER THESE TERMS DURING THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE EXCLUSIONS AND LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 9 DO NOT APPLY TO (I) A PARTY’S OBLIGATIONS UNDER SECTION 8, (II) LIABILITY ARISING FROM YOUR BREACH OF SECTION 3.2, OR (III) YOUR PAYMENT OBLIGATIONS.

10. CONFIDENTIALITY.

10.1 Definitions. “Confidential Information” means all information disclosed by one party (“**Discloser**”) to the other party (“**Recipient**”) under these Terms during the Term. Confidential Information includes information that is marked or identified as confidential and, if not marked or identified as confidential, information that should reasonably have been understood by Recipient to be proprietary and confidential to Discloser or to a third party. Harper’s Confidential Information includes Software and Documentation.

10.2 Protection. Recipient shall not use any Confidential Information for any purpose not expressly permitted by these Terms and shall not disclose Confidential Information to anyone other than Recipient’s employees and independent contractors who have a need to know such Confidential Information for purposes of these Terms and who are subject to confidentiality obligations no less restrictive than Recipient’s obligations under this Section 10. Recipient shall protect Confidential Information from unauthorized use, access, and disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

10.3 Exceptions. Recipient shall have no confidentiality obligations under Section 10.2 above with respect to any information of Discloser that Recipient can document: (a) was already known to Recipient prior to Discloser’s disclosure; (b) is disclosed to Recipient by a third party who had the right to make such disclosure without violating any confidentiality agreement with or other obligation to the party who disclosed the information; or (c) is, or through no fault of Recipient has become, generally available to the public; or (d) is independently developed by Recipient without access to or use of Confidential Information. Recipient may disclose Confidential Information if required to as part of a judicial process, government investigation, legal proceeding, or other similar process on the condition that, to the extent permitted by applicable law, Recipient gives prior written notice of such requirement to Discloser. Recipient shall take reasonable efforts to provide this notice in sufficient time to allow Discloser to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and Recipient shall reasonably cooperate in such efforts at the expense of Discloser.

11. GENERAL.

11.1 Independent Contractor. The relationship of the parties established under these Terms is that of independent contractors and neither party is a partner, employee, agent, or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

11.2 Subcontractors. Harper may utilize subcontractors, third-party service providers, and subprocessors (collectively, “Subcontractors”) in the performance of its obligations, provided that Harper will remain liable and responsible for the Subcontractors’ acts and omissions to the extent any of such acts or omissions, if performed by Harper, would constitute a breach of, or otherwise give rise to liability to Harper under, these Terms when they are performing for or on behalf of Harper.

11.3 Assignment. Neither party may assign these Terms or any of its rights under these Terms to any third party without the other party’s prior written consent; except that a party may assign these Terms without consent from the other party to (a) an Affiliate; or (b) any successor to its business or assets to which these Terms relates, whether by merger, acquisition, or sale of all or substantially all of its assets, or otherwise. Any attempted assignment in violation of the foregoing will be void and of no force or effect. These Terms does not confer any rights or remedies upon any person or entity not a party to these Terms.

11.4 Force Majeure. Except for payment obligations, neither party will be liable for any breach of these Terms, or for any delay or failure of performance, resulting from any cause beyond that party’s reasonable control.

11.5 Use of Name and Logo. Harper may use your name and logo on Harper’s website and identify you as a customer of Harper.

11.6 Notices. To be effective, notices under these Terms must be delivered to the other party in writing by electronic mail, courier, or certified or registered mail (postage prepaid and return receipt requested) at the address identified below and will be effective upon receipt. Either party may update its notice address by notifying the other party of such address change in accordance with this Section 11.6.

If to Harper:

HarperDB, Inc.
Attention: Legal
2420 17th St, Suite 270
Denver, CO 80202
legal@harperdb.io

If to You: At the address that Harper has on file for you.

11.7 Governing Law; Venue. The laws of the State of Colorado govern these Terms and any matters related to these Terms, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in Denver, Colorado in any litigation arising out of these Terms or the Services.

11.8 Remedies. Each party acknowledges that any actual or threatened breach of Sections 3.2 or 10 will constitute immediate, irreparable harm to the non-breaching party for which monetary damages would be an inadequate remedy, that injunctive relief is an appropriate remedy for such breach, and that if granted, the breaching party agrees to waive any bond that would otherwise be required.

11.9 Compliance with Laws. Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with these Terms.

11.10 Waivers. To be effective, any waivers must be in writing and signed by the party to be charged. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.11 Severability. If any provision of these Terms is unenforceable, the other provisions of these Terms will be unimpaired, and the unenforceable provision will be deemed modified so that it is enforceable to the maximum extent permitted by law (unless such modification is not permitted by law, in which case such provision will be disregarded).

11.12 Modification. Harper may modify these Terms at any time, upon written notice to you. Any such modification will become effective with respect to the applicable Order upon the commencement of the Renewal Term for such Order following the date of such notice. If you do not agree to the revised Terms, you may choose to not renew the then-current term. Except as otherwise set forth in this Section, these Terms may not otherwise be modified except by a written amendment signed by an authorized representative of each party.

11.13 Entire Agreement. These Terms, including any Order and any exhibits or attachments thereto, constitute the final and entire agreement between the parties regarding the subject hereof and supersedes all other agreements, whether written or oral, between the parties concerning such subject matter. No terms and conditions proposed by either party shall be binding on the other party unless accepted in writing by both parties, and each party hereby objects to and rejects all terms and conditions not so accepted. To the extent

of any conflict between the provisions of these Terms and the provisions of any Order, the provisions of these Terms will govern unless the Order specifically overrides these Terms.