



MOTIF SYSTEMS MASTER SUBSCRIPTION SERVICES AGREEMENT
EFFECTIVE DATE: MARCH 31ST, 2026

This agreement (“**Agreement**”) is between Motif Systems, Inc., a Delaware corporation (“**Motif**”) and the organization and/or or entity specified on the applicable Order Form (as defined below) submitted by, or on behalf of, such organization and/or entity for the purchase of a subscription license to access the SaaS Application (as defined below) (such entity or organization, the “**Customer**”). This Agreement is effective as of the date it is accepted by or on behalf of the Customer, as described directly below (the “**Effective Date**”).

IMPORTANT – PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS THAT GOVERN THE USE OF THE MOTIF SERVICE (AS DEFINED BELOW). BY SUBMITTING AN ORDER FORM TO PURCHASE ACCESS TO AND/OR USE OF THE MOTIF SERVICE, OR BY CLICKING “I ACCEPT” OR OTHERWISE PROCEEDING WITH THE USE OF THE MOTIF SERVICE (OR ANY PART THEREOF), YOU: (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW); (2) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT (INCLUDING ALL OF THE TERMS AND CONDITIONS SPECIFIED OR REFERENCED BELOW), ON BEHALF OF THE CUSTOMER; AND (3) AGREE THAT CUSTOMER IS ENTERING INTO THIS AGREEMENT WITH MOTIF.

NOTICE OF SUBSCRIPTION AUTORENEWAL: IF YOU PURCHASE A SUBSCRIPTION TO ANY PART OF THE MOTIF SERVICE, THEN YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW IN ACCORDANCE WITH SECTION 7.3 BELOW.

IF YOU AND/OR THE CUSTOMER DOES NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, OR YOU DO NOT HAVE AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT, DO NOT PURCHASE A SUBSCRIPTION TO THE SAAS APPLICATION OR OTHERWISE ACCESS OR USE THE MOTIF SERVICE, OR ANY PART THEREOF.

1. DEFINITIONS

“**Affiliate**” means, with respect to a party, any person or entity that controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Authorized Users**” means employees, contractors, or personnel of Customer or its Affiliates, and any other individuals, group, or entities who are authorized by Customer to use the SaaS Application. “Authorized Users” shall include Administrators (as defined in Section 3.2).

“**Customer Content**” means the text, images, graphics, videos, documents, and all other content and/or materials, including, but not limited to CAD data, such as 3D models, 3D meshes, 3D geometry, etc., uploaded or submitted by Customer and/or any Authorized User, in connection with the use of the Motif Service. “Customer Content” does not include Motif Materials.

“**Customer Data**” means user and account related data and information that is submitted by Customer and/or Authorized Users through the SaaS Application or otherwise processed by Motif in connection with Customer’s and/or its Authorized Users’ access and/or use of the SaaS Application. “Customer Data” does not include Usage Data or Motif Materials.

“**Documentation**” means Motif’s then-current user manuals and/or documentation for the SaaS Application and/or Software, as applicable, made available to Customer hereunder by Motif.

“**DPA**” means the Data Processing Addendum accessible via Motif’s legal page located at <https://motif.io/legal.html>.

“**Motif Materials**” means the tutorials, sample content, and other materials made available by Motif through the SaaS Application.

“**Motif Service**” means, as applicable, the SaaS Application, Documentation, and/or Support, made available and/or provided by Motif to Customer under this Agreement.



“**Order Form**” means the electronic purchase form or order form incorporating or referencing this Agreement for Customer’s purchase of a Subscription that is made available by Motif through its online self-serve customer purchase flow.

“**Plugins**” means any of the software plugins that are made available for download by Motif on its website and which enable the integration of the SaaS Application with Third Party Applications.

“**SaaS Application**” means Motif’s proprietary hosted software-as-a-service web application(s) specified on the applicable Order Form that are made available by Motif to Customer hereunder on a remote online basis, and any and all modified, updated, or enhanced versions thereof.

“**Software**” means the Plugins, the SaaS Application, including, all software programs, components, applications, and tools underlying the SaaS Application or otherwise used to operate, maintain, host and/or provide the SaaS Application, and any and all modified, updated, or enhanced versions thereof.

“**Subscription**” means the subscription plan purchased by Customer hereunder, as further specified on the applicable Order Form, to access the SaaS Application and to receive Support during the applicable Subscription Term.

“**Subscription Term**” means the initial term of the Subscription set forth on the applicable Order Form and any renewal thereof as set forth in Section 7.3.

“**Support**” has the meaning given to such term in Section 2.6.

“**Third Party Applications**” has the meaning given to such term in Section 3.5.

“**Usage Data**” means Motif’s technical logs, metrics, and analytics regarding the performance, use, and operation of the Motif Service, but excluding Customer Content.

“**Usage Parameters**” means the maximum number of permitted users and/or seats specified on the applicable Order Form(s), and any other parameters applicable to the Subscription purchased by Customer and/or otherwise specified in the Documentation, Order Form, or in writing by Motif regarding the scope of use of the Motif Service by Customer and/or its Authorized Users.

2. ACCESS AND USE OF THE MOTIF SERVICE

2.1. Right to Access SaaS Application. Subject to Customer’s compliance with the terms and conditions of this Agreement, including payment of all applicable fees, Motif grants Customer a personal, non-sublicensable, non-exclusive, non-transferable, limited subscription license, during the Subscription Term or Trial Period (as defined in and subject to Section 2.2 below), and subject to applicable Usage Parameters, to permit its Authorized Users to access and use the SaaS Application, over the internet, and solely for Customer’s internal business purposes and in accordance with this Agreement and the applicable Documentation.

2.2. Trial Version. Notwithstanding Section 2.1, if Customer has obtained the Motif Service on a trial basis (the “**Trial Version**”), Customer understands and agrees that the license set forth in Section 2.1 is granted to Customer by Motif for the trial period set forth on the Order Form, unless Motif has otherwise expressly authorized and agreed to in writing an extended trial period (the “**Trial Period**”), solely for Customer’s own internal evaluation purposes, and subject to any and all technical limitations implemented by Motif in the Trial Version. **Customer acknowledges and agrees that if Customer has not purchased a Subscription prior to the expiration of the Trial Period, upon expiration of the Trial Period, this Agreement, and Customer’s and its Authorized’s Users ‘access to the Motif Service, will automatically terminate without the requirement of providing any notice of termination. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE TRIAL VERSION IS PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY WHATSOEVER OR ANY SUPPORT, SLA (AS DEFINED BELOW) COMMITMENTS, OR OTHER SERVICES (INCLUDING ANY UPDATES OR UPGRADES).**

2.3. Plugin EULA. If Customer or any of its Affiliates or Authorized Users download, install, access, and/or use the Plugins, the end user license agreement accessible via Motif’s legal page located at <https://motif.io/legal.html> (the “**EULA**”) applies and governs with respect to such use, and the license to the Plugins is as set forth in the EULA. In the event of any conflict between the terms of this Agreement and the EULA, the EULA shall control solely with respect to the Plugins.

2.4. Restrictions and Prohibited Uses. Customer shall not, and shall not permit any third party (including, without limitation, any Authorized Users) to: (a) use the Software (or any part thereof) or allow access to it, in a manner that



circumvents contractual usage restrictions or that exceeds any applicable Usage Parameters; (b) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Motif Service or Motif Materials available for access by third parties except as otherwise expressly provided in this Agreement; (c) access or use the Motif Service or Motif Materials for purposes of building a competitive product, or otherwise engage in competitive benchmarking; (d) disclose the results of any benchmark test of the Motif Service to any third party without Motif's prior written approval; (e) reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets, or any underlying ideas, algorithms and/or technology from or about the Software (or any part thereof); (f) remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of Motif or its suppliers on or within the SaaS Application, Software, Motif Materials, and/or Documentation; (g) interfere with or disrupt the integrity or performance of the Software (or any part thereof), or any system, network or data or cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of the Software and/or SaaS Application; (h) attempt to gain unauthorized access to the Motif Service (or any part thereof), or its related systems or networks; (i) attempt to probe, scan or test vulnerability of the Motif Service without Motif's prior written permission or authorization; (j) use the Motif Service to store, upload, or transmit any (1) materials containing malicious or unsolicited code or software, or (2) materials or content that violates or misappropriates any third party's intellectual property, publicity, confidentiality, proprietary, and/or privacy rights; or (k) use the Motif Service (or any part thereof) or Motif Materials, or transmit Customer Data and/or Customer Content, in any manner that violates in any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency, including, without limitation, export laws and regulations. Motif reserves all rights and licenses not expressly granted to Customer in Section 2.1 and no implied license or right is granted by Motif.

2.5. Availability. During the applicable Subscription Term, if specified in the applicable Order Form or otherwise agreed to in writing by Motif, Motif will make the SaaS Application available for access by Customer and its Authorized Users as set forth in the Service Level Agreement referenced in the Order Form (the "**SLA**"). **For the avoidance of doubt, Trial Versions are excluded from any SLA commitments.**

2.6. Support. Motif makes available a general community support page located at <https://community.motif.io> ("**Community Support Page**") for all users. In addition, for purchased Subscriptions, during the applicable Subscription Term (subject to Customer's payment of applicable fees), Motif will use commercially reasonable efforts to provide Customer the remote technical support services described on the applicable Order Form in accordance with Motif's Support terms and conditions accessible via Motif's legal page located at <https://motif.io/legal.html> ("**Support**"). **For the avoidance of doubt, aside from the Community Support Page, no Support is offered for any Trial Versions.**

2.7. Open Source Components. The Software may contain third party open-source software components ("**Open Source Components**"). Such Open Source Components are not licensed under this Agreement, but are instead licensed under the terms of the applicable open source license, which are accessible via Motif's legal page located at <https://motif.io/legal.html>.

2.8. Suspension or Termination. Motif may suspend, terminate, or otherwise deny Customer's or any Authorized User's access to or use of all or any part of the Motif Service, without incurring any resulting obligation or liability, if: (a) Motif receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Motif to do so; (b) Motif believes, in its good faith and reasonable discretion, that (i) Customer or any Authorized User has accessed or used the Motif Service beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Motif Service; or (iii) such access and use poses an imminent security risk or an imminent risk to the SaaS Application, Software, or related systems or networks or will interfere materially with the proper continued operation of the Motif Service or the information technology infrastructure used by or on behalf of Motif in hosting and providing the SaaS Application; or (c) this Agreement, or any applicable Subscription Term, expires or is terminated. This Section 2.8 does not limit any of Motif's other rights or remedies, whether at law, in equity, or under this Agreement.

2.9. AI Features.

(a) AI Feature Providers; AI Policies. The SaaS Application utilizes and/or integrates certain generative artificial intelligence (AI), large language models (LLMs), and other machine learning (ML) functionality ("**AI Features**") which may be developed and owned by Motif or third parties. Certain AI Features provided by third parties



may be subject to additional terms, conditions or policies (collectively, “**AI Policies**”). Customer agrees to and shall ensure its Authorized Users use the AI Features in accordance with the authorized use of the SaaS Application as set forth in this Agreement and any applicable AI Policies. Motif’s current list of third party AI Features and any applicable AI Policies are accessible via Motif’s legal page located at <https://motif.io/legal.html>.

(b) **Motif Restrictions and Obligations.** Customer Data and Customer Content processed using the AI Features will not be used by Motif or third parties for any reason other than as necessary to provide Customer the AI Features as part of the SaaS Application, as required by law or as necessary to enforce any AI Policies. For clarity, notwithstanding the foregoing, in no event shall any Customer Data and/or Customer Content processed using the AI Features be used by Motif or third parties to train machine learning models.

(c) **Customer Restrictions and Obligations.** Customer further acknowledges, understands and agrees that: (a) artificial intelligence and machine learning are rapidly evolving fields of study, (b) given the probabilistic nature of machine learning, use of the AI Features may in some situations result in incorrect output that does not accurately reflect real people, places, or facts, or conform to Customer’s specifications, prompts or requirements, and (c) Customer is responsible for evaluating the accuracy of any output generated by or on behalf of Customer’s and its Authorized Users’ through the AI Features (“**AI Output**”) as appropriate for Customer’s use case, including by using manual human review of the AI Output. Without limitation to Section 2.4, Customer agrees that it will not, and it will not permit any Affiliates or Authorized Users or other person to: (i) use the AI Features or any AI Output to develop, train, or improve any AI, LLMs, or ML models (separate from authorized use of the SaaS Application under this Agreement); (ii) represent any AI Output as being approved or vetted by Motif, or their respective affiliates, personnel, service providers, agents, or representatives; or (iii) represent any AI Output as being an original work or a wholly human-generated work. ALL AI OUTPUT IS GENERATED THROUGH MACHINE LEARNING PROCESSES AND IS NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY Motif. CUSTOMER IS SOLELY RESPONSIBLE FOR VERIFYING THAT ALL AI OUTPUT IS ACCURATE AND APPROPRIATE FOR ANY AND ALL OF CUSTOMER’S AND ITS AFFILIATES’ AND AUTHORIZED USERS’ USE CASES OR APPLICATIONS

3. CUSTOMER OBLIGATIONS

3.1. **Accounts.** In order to use the Motif Service, Customer and each Authorized User must register an account (“**Account**”). In registering an Account, Customer agrees to, and shall ensure that its Authorized Users, provide and maintain account registration information, which may include, name, location, e-mail address or other contact information, and billing information, relating to Customer and any Authorized Users, that is true, accurate, current, up to date, and complete. Customer is solely responsible for any activity originating from the Account, including, without limitation, any access of the Account by Authorized Users and/or sub-accounts created by Authorized Users under the Account, regardless of whether such activity is authorized by Customer.

3.2. **Administrators; Permissions.** Customer may designate an administrator or administrators (each, an “**Administrator**”) to administer and manage Customer’s Account, which includes, without limitation, the right to invite Authorized Users to access and use the SaaS Application on behalf of Customer, and to assign certain permissions and access rights to each Authorized User (“**Permissions**”), which may vary based on the Authorized User tier and/or role of such Authorized User. Customer acknowledges and agrees that depending on the Permissions granted to an Authorized User, such Authorized User may subsequently invite or enable other Authorized Users with the same access and ability to access and use the Motif Service. Customer acknowledges and agrees that Customer is solely responsible and liable for its Administrator(s)’ administration and management of the Account, including, but not limited to, the inviting and granting of access to the SaaS Application to Authorized Users, and the assignment of Permissions to Authorized Users.

3.3. **Authorized Users.** Customer agrees that it shall (a) not permit any person other than Authorized Users to access and use the Motif Service, (b) ensure that Authorized Users use the Motif Service solely in accordance with this Agreement and the applicable Usage Parameters, and the Acceptable Use Policy accessible at Motif’s legal page located at <https://motif.io/legal.html>. Authorized Users will be required to accept the Acceptable Use Policy before accessing the SaaS Application. Customer shall be responsible for its Authorized Users’ compliance with the terms and conditions of this Agreement (including, the Acceptable Use Policy), and any noncompliance of any Authorized User shall be deemed a breach of this Agreement by Customer. Customer agrees to promptly notify Motif of any (i) unauthorized use of or access to



Customer's or any Authorized User's Account, and/or (ii) breach of the Acceptable Use Policy by Customer or any of its Authorized Users.

3.4. Customer Data & Content Licenses. Customer hereby grants to Motif a non-exclusive, royalty-free, worldwide license to use (including through the use of subcontractors) the Customer Data and Customer Content to the extent necessary for Motif to provide Customer and its Authorized Users the Motif Service under this Agreement, including for purposes of debugging, troubleshooting, and/or repairing the Software. Customer acknowledges and agrees that Customer is solely responsible for Customer Content, including its legality, reliability, accuracy and appropriateness, and determining who will receive access or copies to Customer Content.

3.5. Third Party Applications. The SaaS Application may offer integrations that enable Customer the ability to connect with or use certain third-party products, applications, services or software through or in connection with the use of the SaaS Application that are owned and operated by the applicable third party provider, and not Motif (collectively, "**Third Party Applications**"). If Customer decides to access and use such Third Party Applications, Customer's use of such Third Party Applications is governed solely by the terms and conditions, terms of use, terms of service, or similar end user agreements, and any other applicable policies governing the use of such Third Party Applications, and Customer shall not breach or violate any such policies applicable to such Third Party Applications with respect to such access or use. Motif does not endorse, is not responsible for, and makes no representations as to such Third Party Applications, their content, or the manner in which they handle Customer's and/or its Authorized Users' data, including, any Customer Data that Customer or its Authorized Users transmit through the Third Party Applications. Motif is not liable for any damage or loss caused or alleged to be caused by or in connection with Customer's and/or any Authorized Users' access or use of any such Third Party Applications, or Customer's reliance on the privacy practices or other policies of such Third Party Applications.

4. SECURITY MEASURES; DATA PROCESSING & PROTECTION

4.1. Security Measures. Motif shall implement and maintain industry-standard technical and organizational security measures that are reasonably designed to prevent unauthorized access to, and disclosure of, Customer Data and Customer Content hosted in the SaaS Application or otherwise in Motif's possession or control. Motif shall promptly investigate any suspected breach of security with respect to Motif's systems, and shall inform Customer without unreasonable delay (but in no event, less than 72 hours) after Motif has determined, in its reasonable discretion after reasonable investigation, that there has been a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to unencrypted Customer Data ("**Security Incident**"). Motif shall provide all reasonable information in Motif's possession concerning such Security Incident insofar as it affects Customer, including the following, to the extent then known: (a) the possible cause and consequences for any data subjects whose Personal Data was involved in the Security Incident; (b) a summary of the Customer Data affected, and the categories of Personal Data involved, if applicable; (c) a summary of the unauthorized recipients of the Customer Data; and (d) the measures taken by Motif to mitigate any damage. Motif shall use reasonable efforts to provide Customer updates of further developments concerning a Security Incident.

4.2. Customer Responsibility. Without limiting Motif's obligations under Section 4 of this Agreement, Customer has and will retain sole responsibility for: (a) maintaining the confidentiality of and protecting the passwords, license keys, and/or other access credentials for the Account; (b) the security and use of Customer's and its Authorized Users' access credentials; (c) implementing measures to allow Customer to backup and archive appropriately in order to restore availability and access to Customer Data and Customer Content in a timely manner in the event of a physical or technical incident; and (d) taking any appropriate steps to securely encrypt or pseudonymize any Customer Data.

4.3. Personal Data. With respect to the collection, transmission, disclosure, processing and/or use of any personally identifiable data and/or information through or in connection with the use of the Motif Service ("**Personal Data**"), that is subject to any applicable laws, rules, or regulations pertaining to data privacy or data security ("**Data Protection Laws**"), each party shall comply with the DPA, and any such Personal Data provided or collected through or in connection with the use of the Motif Service shall only be used in accordance with this Agreement, the DPA, and Motif's Privacy Policy accessible via Motif's legal page located at <https://motif.io/legal.html>.

4.4. Prohibited Data. Customer will not provide (or cause or permit to be provided) any Prohibited Data to Motif for processing under the Agreement, and Motif will have no liability whatsoever for Prohibited Data, whether in connection



with a Security Incident (as defined below) or otherwise. “**Prohibited Data**” means (a) social security number, tax file number, passport number, driver’s license number, or similar identifier (or any portion thereof); (b) credit or debit card number (other than the truncated (last four digits) of a credit or debit card); (c) employment, financial, credit, genetic, biometric or health information; (d) racial, ethnic, political or religious affiliation, trade union membership, information about sexual life or sexual orientation, or criminal record; (e) account passwords (other than for purposes of logging in to access the SaaS Application); (f) other information that falls within the definition of “special categories of data” under applicable Data Protection Laws; and/or (g) and any other data Customer does not have the right to process.

5. FEES & PAYMENT TERMS

5.1. Subscription Fees. Customer shall pay the applicable fees for the Subscription and Support tier obtained by Customer, as set forth in the applicable Order Form (the “**Subscription Fees**”). Except as otherwise set forth in the Order Form, the Subscription Fees will remain fixed during the Subscription Term unless Customer (a) exceeds the Usage Parameters, and/or (b) upgrades the Subscription tier, increases the Usage Parameters, and/or subscribes to additional features or products. Upon any such exceedance or upgrade pursuant to clause (a) or (b) above, Customer shall pay the increased Subscription Fees for such exceedance or upgrade, pro-rated for the remainder of Customer’s then-current Subscription Term. Customer’s Subscription, and all applicable Subscription Fees, shall renew in full (including, for any upgraded Subscription tier or exceedance in Usage Parameters) at the start of any subsequent renewal term. For the avoidance of doubt, Customer acknowledges and agrees that any downgrade to the Subscription shall not take effect until the next renewal date of the applicable Subscription Term, regardless of Customer’s billing cycle for such Subscription.

5.2. Usage Based Fees. Certain features and/or functionality of the SaaS Application may be charged based on usage (“**Usage Based Features**”). Customer will be allotted credits for the Usage Based Features (“**Credits**”) based on the Subscription tier purchased by Customer, as set forth in the Order Form. For the avoidance of doubt, the allotted Credits included in Customer’s Subscription are included in the Subscription Fees. Unless otherwise set forth in the applicable Order Form, all unused Credits expire on the termination of the then-current Subscription Term, and Credits will not roll over to any renewal Subscription Term. If, during the applicable Subscription Term, the Credits included in Customer’s Subscription tier are exhausted, access to the Usage Based Features shall terminate, and Customer will be required to purchase additional Credits to continue use thereof. Customer agrees to and shall pay the applicable amounts due for Customer’s purchase of such additional Credits, as set forth in the applicable Order Form.

5.3. Payment Terms. Unless otherwise set forth on the applicable Order Form, all Subscription Fees and additional Credits are payable upfront and in advance. All payments and fees due and payable hereunder shall be made in USD and, except as otherwise expressly set forth in this Agreement, are non-refundable and non-cancellable. Customer agrees to pay interest at the rate of 1.5% per month (or the maximum rate allowed by applicable law, whichever is lower) on past due amounts, and to pay all reasonable costs, including attorneys’ fees and costs, associated with Motif’s collection of past due amounts. In addition, if payment is not received or cannot be charged to Customer for any reason in advance, Motif reserves the right to suspend or terminate Customer’s and its Authorized Users’ access to the Motif Service (including, Usage Based Features), downgrade the Subscription, and/or terminate this Agreement and/or the applicable Order Form. If Customer believes that Motif has billed Customer incorrectly, Customer must contact Motif no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Motif’s customer support department.

5.4. Payment Processors. Motif may use a third party payment processor (“**Payment Processor**”), such as Stripe, Inc. and its affiliates, to bill Customer through an Account linked to the Motif Service and for other payment services (e.g., card acceptance, merchant settlement, and related services). The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor, and by making any purchase through the Motif Service, Customer agrees to be bound by the terms and policies of the applicable Payment Processor, including Stripe’s terms of service (currently accessible at <https://stripe.com/us/terms>) and privacy policy (currently accessible at <https://stripe.com/us/privacy>), and hereby consent and authorize Motif and Stripe to share any information and payment instructions that Customer provides with one or more Payment Processors to the minimum extent required to complete Customer’s transactions. Customer agrees to pay Motif, through the Payment Processor, all charges at the prices then in effect for any purchase in accordance with the applicable payment terms. Customer agrees to make payment using the payment method Customer provides with Customer’s Account.



5.5. **Taxes.** The fees are exclusive of any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction (collectively, “**Taxes**”), and Customer is and shall be responsible for payment of all such taxes (other than taxes based on Motif’s income), and any related penalties and interest, arising from the payment of the fees, the delivery of the Motif Service, or performance of any services by Motif hereunder.

5.6. **Changes to Fees.** **Motif reserves the right to change the Subscription Fees, the number of allocated Credits for Customer’s Subscription tier, pricing for additional Credits, or applicable charges and to institute new charges and Subscription Fees and/or fees for additional Credits at the end of the then-current Subscription Term, upon thirty (30) days’ prior notice to Customer (which may be sent by email); provided however, that such changes will not take effect for Customer until the start of the next Subscription Term (as specified in the applicable Order Form).**

6. PROPRIETARY RIGHTS

6.1. **Customer Proprietary Rights.** As between the parties, Customer shall retain all rights, title, and interest in and to the Customer Data and the Customer Content, including any AI Output (except for any AI Output based on Motif Materials). Except for any AI Output based on Motif Materials, Motif hereby assigns to Customer all Motif’s right, title, and interest, if any, in and to AI Output. Customer acknowledges and agrees that due to the nature of machine learning, AI Output may not be unique to Customer, and the AI Features may generate the same or similar output for Motif’s other customers.

6.2. **Motif Proprietary Rights.** As between Motif and Customer, Motif or its licensors retain all right, title and interest in and to any and all intellectual property and proprietary rights in and to the SaaS Application, Software, Documentation, Motif Materials, and Usage Data, and any and all modifications, enhancements, and/or improvements thereto.

6.3. **Usage Data.** Motif may collect Usage Data and use it for internal analytics purposes and to operate, facilitate, develop, improve, and support the Motif Service and any other Motif products and services, to develop new products, features, and/or services, and for other lawful business practices. However, Motif will not disclose Usage Data externally unless (a) required by applicable laws, rules or regulations, or (b) the Usage Data is (i) de-identified so that it does not identify Customer, its Authorized Users, or any other person, and (ii) aggregated with data across other customers.

6.4. **Feedback.** To the extent Customer and/or any Authorized User provides any suggestions and feedback to Motif regarding the functioning, features, and other characteristics of the Motif Service (or any part thereof) and/or other materials or services provided or made available by Motif hereunder (“**Feedback**”), Customer hereby grants Motif a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) under Customer’s and its licensors’ intellectual property and proprietary rights to use and exploit such Feedback in any manner and for any purpose; provided that Motif shall not identify Customer or its Authorized Users or any other individual as the source of such Feedback.

7. TERM; TERMINATION

7.1. **Term.** The term of this Agreement commence on the Effective Date and will continue as long as Customer or any Authorized User accesses or uses the Motif Service, or until terminated in accordance with this Agreement as set forth below (whichever is sooner).

7.2. **Subscriptions.** Each Subscription shall commence on the date Customer obtained the Subscription, or on the start date specified in the applicable Order Form and, unless earlier terminated, continue until the expiration of the Subscription Term (including any renewals thereof).

7.3. **Renewals.** **By purchasing a Subscription, Customer agrees that each Subscription, and (subject to Sections 5.1 and 5.6) the corresponding periodic Subscription Fees for Customer’s Subscription (including, the allotted number of Credits included in Customer’s Subscription tier), shall automatically renew for successive terms equal in duration to the initial Subscription Term unless either party provides notice of nonrenewal in accordance with this Section. Motif may elect not to renew Customer’s Subscription by providing written notice to Customer (via email) prior to the end of the then-current Subscription Term, and Customer may elect not to renew by cancelling its Subscription through an Administrator’s account settings page in the SaaS Application before the end of the then-current Subscription Term.** For the avoidance of doubt, notwithstanding either party’s election of non-renewal, subject to



Customer's compliance with the terms and conditions of this Agreement (including, payment of all fees), Customer will continue to have access to the SaaS Application and any remaining Credits for the remainder of the then-current Subscription Term. Non-renewal will not waive or excuse Customer's obligations to pay the Subscription Fees, any additional purchased Credits, and/or other amounts due hereunder for the entirety of the Subscription Term. This Agreement shall automatically terminate after non-renewal of all of Customer's Subscriptions, upon expiration of the last Subscription Term.

7.4. **Termination for Cause.** Either party may terminate this Agreement immediately upon written notice if the other party (a) materially breaches its obligations under this Agreement (including, payment obligations) and does not remedy such breach within thirty (30) days of the date on which the breaching party receives written notice of such breach from the non-breaching party; and/or (b) becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement, or makes an assignment for the benefit of creditors.

7.5. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason:

(a) Customer will pay to Motif any amounts due and payable by Customer for the Motif Service, including, all Subscription Fees for the remainder of the Subscription Term and/or additional Credits purchased, that remain unpaid as of, the effective date of termination and/or expiration;

(b) Customer's right to access and use the Motif Service shall immediately terminate and Customer shall immediately cease, and ensure its Authorized Users cease, any and all use of the Motif Service; and

(c) Motif will delete any Customer Content and Customer Data in its possession in accordance with Motif's data retention and deletion policy.

7.6. **Survival.** The following Sections shall survive any termination or expiration of this Agreement: 1, 2.4, 2.7, 2.8, 3.5, 5 (solely with respect to accrued but unpaid amounts), 6, 7.5, 7.6, and 8 through 14.

8. CONFIDENTIALITY

8.1. **Confidentiality.** "**Confidential Information**" means any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure. Confidential Information with respect to: (a) Motif, shall include the fees payable hereunder, Software, Documentation, Feedback, and any non-public technical and business information regarding the Motif Service (or any part thereof), and (b) Customer, shall include Customer Data and Customer Content. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure.

8.2. **Use and Protection.** The receiving party of any Confidential Information of the other party will maintain the confidentiality of Confidential Information and further agrees not to use such Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and prevent disclosure and unauthorized use of the disclosing party's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The receiving party may disclose Confidential Information of the disclosing party to its employees, agents, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know, provided that, the receiving party remains responsible for its Representatives' compliance with this Section 8, and such Representatives are bound to confidentiality obligations no less protective than this Section 8.

8.3. **Required Disclosures; Return.** The receiving party may disclose the Confidential Information of the disclosing party if required by judicial or administrative process, provided that the receiving party first provides to the disclosing party prompt notice of such required disclosure (unless prohibited by applicable law) to enable the disclosing party to seek a protective order. Neither party will disclose any terms of this Agreement to anyone other than its attorneys, accountants, and other professional advisors under a duty of confidentiality except: (a) as required by applicable law, or (b) in connection with a proposed merger, financing, or sale of such party's business (provided that any third party to whom the terms of this Agreement are to be disclosed is under a duty of confidentiality). Upon termination or expiration of this Agreement, the



receiving party will promptly return or destroy Confidential Information of the other party in its possession or control, and will provide written certification of its compliance with the foregoing at the disclosing party's written request (if provided at the time of termination or expiration); provided that, notwithstanding the foregoing, Motif shall destroy any Customer Data and/or Customer Content in its possession pursuant to Motif's then-current data retention and deletion processes.

9. WARRANTIES, DISCLAIMERS, AND EXCLUSIONS

9.1. Motif Warranties. Motif represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and has the full right and authority to enter into and perform its obligations under this Agreement. In addition, Motif represents and warrants that the SaaS Application will perform materially in accordance with the Documentation (the "**Performance Warranty**"). For any breach of the Performance Warranty, as Customer's exclusive remedy, and Motif's entire liability, Motif shall use reasonable efforts to repair or correct the SaaS Application (as applicable). To receive this remedy, Customer must report a breach of warranty in reasonable detail within 30 days after discovering the issue in the SaaS Application.

9.2. Customer Warranties. Customer represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, and has the full right and authority to enter into and perform its obligations under this Agreement; (b) Customer or its licensors own all right, title, and interest in and to Customer Data and Customer Content; and (c) Customer has all necessary rights and/or authorizations to grant the license to Motif to the Customer Data and Customer Content contemplated by this Agreement.

9.3. Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 9.1, (A) THE MOTIF SERVICE (AND ALL PARTS THEREOF), AND ANY OTHER MATERIALS, CONTENT, OR SERVICES PROVIDED OR MADE AVAILABLE BY MOTIF, ARE PROVIDED "AS IS" AND "AS AVAILABLE"; (B) MOTIF AND ITS LICENSORS AND SUPPLIERS HEREBY EXPRESSLY DISCLAIM ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, SATISFACTORY PURPOSE, ACCURACY, OR NON-INFRINGEMENT; AND (C) MOTIF AND ITS LICENSORS AND SUPPLIERS DO NOT WARRANT OR MAKE ANY GUARANTEE THAT DEFECTS WILL BE CORRECTED OR THAT THE MOTIF SERVICE (OR ANY PART THEREOF), OR ANY OTHER MATERIALS, CONTENT, AND/OR SERVICES PROVIDED BY MOTIF OR MADE AVAILABLE THROUGH THE MOTIF SERVICE: (1) WILL MEET CUSTOMER'S OR ANY AUTHORIZED USER'S REQUIREMENTS; (2) WILL BE COMPATIBLE WITH CUSTOMER'S OR ITS AUTHORIZED USERS' NETWORK, COMPUTER, OR ANY THIRD PARTY INTEGRATIONS; (3) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; OR (4) WILL BE ACCURATE OR RELIABLE. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTIF IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD MOTIF LIABLE, FOR THE CONDUCT OF THE PROVIDERS OF ANY THIRD PARTY APPLICATIONS, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTY APPLICATIONS RESTS ENTIRELY WITH CUSTOMER.

9.4. Exclusions. Customer acknowledges and agrees that Motif will have no responsibility or liability of any kind under this Agreement, including, for any breach of its d under this Agreement, arising or resulting from: (a) problems caused by failed Internet connections or other hardware, software or equipment which is not owned, controlled or operated by Motif; (b) nonconformities resulting from Customer's, any Authorized Users', or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the Motif Service; (c) modification, amendment, revision, or change to the Motif Service (or any part thereof) by any person other than Motif; or (d) any other factor outside of Motif's reasonable control.

10. LIMITATION OF LIABILITY

10.1. Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR OBLIGATED TO THE OTHER PARTY, WHETHER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY OR OBLIGATION, FOR ANY (A) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR RIGHTS; (B) INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES; OR (C) INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA.

10.2. Damages Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL A PARTY'S TOTAL AGGREGATE LIABILITY ARISING UNDER OR RELATING TO THIS AGREEMENT EXCEED, IN THE



AGGREGATE, ANY AMOUNTS GREATER THAN THE FEES PAID OR PAYABLE BY CUSTOMER TO MOTIF FOR THE MOTIF SERVICE GIVING RISE TO THE LIABILITY DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE CAUSE OF ACTION, OR, WITH RESPECT TO ANY TRIAL VERSION OR OTHER FREE, PROMOTIONAL, OR BETA VERSION, USD \$200.00.

10.3. Excluded Claims. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO (A) A PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY), (B) CUSTOMER'S BREACH OF SECTIONS 2.4 (RESTRICTIONS AND PROHIBITED USES), 4.2 (CUSTOMER RESPONSIBILITY), OR 4.4 (PROHIBITED DATA), (C) CUSTOMER'S BREACH OF ANY OF ITS PAYMENT OBLIGATIONS HEREUNDER, OR (D) CUSTOMER'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER SECTION 11.2.

10.4. Basis of the Bargain. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS SECTION 10 REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT MOTIF WOULD NOT PROCEED IN THE ABSENCE OF SUCH ALLOCATION. THIS ALLOCATION OF RISK IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. MOTIF DISCLAIMS ALL LIABILITY OF ANY KIND WITH RESPECT TO MOTIF'S LICENSORS AND SUPPLIERS. THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY INURE TO THE BENEFIT OF MOTIF'S SUPPLIERS.

11. INDEMNIFICATION

11.1. Motif Indemnity. Motif shall, at its own expense defend Customer and its Affiliates, employees, officers, directors, and representatives from any and all claims, actions, suits, administrative, or judicial proceedings (each, a "**Claim**") brought by a third party against Customer and pay those costs (including reasonable attorneys' fees) and damages awarded against Customer under a final court decision in relation with such Claim or agreed to in settlement, to the extent that the Claim arises out of (a) allegations that Customer's use of the SaaS Application as authorized herein infringes any copyrights or misappropriates any trade secrets of such third party, or (b) Motif's gross negligence, willful misconduct, or fraud. If the SaaS Application becomes, or in Motif's opinion is likely to become, the subject of an infringement claim, Motif may, at its option and expense, either: (i) procure for Customer the right to continue exercising the rights licensed hereunder; and/or (ii) replace or modify the SaaS Application, as applicable, so that it becomes non-infringing. If neither of the options in the foregoing subparts (i) or (ii) are commercially feasible, in Motif's sole discretion, then Motif may terminate this Agreement upon written notice to Customer, and Motif will provide to Customer a pro-rated refund of any prepaid, unused Subscription Fees for the SaaS Application covering the remainder of the Subscription Term of all Order Forms after the effective date of termination. Notwithstanding the foregoing, Motif will have no obligation under this Section or otherwise with respect to any infringement or misappropriation claim arises out of or is based on: (1) Customer's continued allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (2) any modifications to the SaaS Application by any person other than Motif, (3) Customer's use, operation, or combination of the SaaS Application with software programs, data, equipment, materials, or business processes not provided by Motif, (4) any Third Party Applications, Customer Content, and/or Customer Data, (5) Customer's or any Authorized User's use of the Motif Service other than in accordance with this Agreement or the applicable Documentation, or (6) any Trial Version of the Motif Service or any Motif products and/or services provided on a "free" or "beta" basis (including, without limitation, the Motif Service offered under a "free" subscription plan). THIS SECTION STATES MOTIF'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS.

11.2. Customer Indemnity. Customer shall: (a) at its own expense defend and indemnify Motif, its Affiliates, and licensors, and each of their respective employees, officers, directors, and representatives from and against any Claims that is: (i) brought by a third party and arises out of (1) Customer's and/or any Authorized User's breach of Sections 2.1, 2.4, 3.5, 4.3, or 4.4 of this Agreement; or (2) Customer Data and/or Customer Content, including any allegations that the Customer Data and/or Customer Content violates applicable law (including, any Data Protection Laws) or infringes or misappropriates any intellectual property, publicity, confidentiality, proprietary, or privacy right of any third party; or (ii) brought by an Authorized User; and (b) and pay those costs (including reasonable attorneys' fees) and damages awarded against Motif under a final court decision in relation with such Claim or agreed to in settlement.



11.3. **Procedure.** The indemnified party shall (a) promptly notify the indemnifying party in writing of the claim (a delay in providing notice does not excuse these indemnity obligations unless the indemnifying party is prejudiced by such delay), (b) give the indemnifying party sole control of the defense of the claim (and in any related settlement negotiations), and (c) cooperate and, at the indemnifying party's request and expense, assist in such defense. The indemnified party may participate in the defense of the claim using its own counsel (at its own expense). The indemnifying party may not settle the claim without the indemnified party's consent if such settlement imposes a payment or other obligation on the indemnified party.

12. GOVERNMENT LICENSES. The SaaS Application, Software and any related documentation licensed to Customer under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

13. MODIFICATIONS TO THIS AGREEMENT

13.1. **Generally.** Motif reserves the right to change, modify or update this Agreement at any time, subject to this Section. Except as otherwise stated in this Section, all updates and modifications to this Agreement will be effective from the day they are posted at [provide link to this Agreement], or through the user interface of the SaaS Application, as indicated by the "Last Updated" date set forth above. Customer and/or its Authorized Users may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Motif Service, and (except as otherwise set forth below) Customer's or any of its Authorized User's continued use of the Motif Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

13.2. **Material Changes.** Motif will provide Customer reasonable prior notice of any material changes to this Agreement ("**Material Changes**") by email. If Customer does not agree to Material Changes, then prior to the effective date of such Material Changes (as specified in the email notice to Customer), Customer may elect one of the following (as applicable):

- (a) Object to the Material Changes if Customer has an active and paid Subscription Term at the time Motif provides Customer notice of Material Changes by notifying Motif of the specific objections via email at legal-inquiries@motif.io. Unless otherwise mutually agreed upon by the parties in writing, following Motif's receipt of Customer's objection notice in accordance with the foregoing, the version of this Agreement prior to such Material Changes shall remain in effect until the end of Customer's then-current Subscription Term, as applicable (subject to any non-material updates, which shall take effect as set forth herein and are not subject to any right of objection or termination remedies herein). Upon any renewal of the Subscription Term, the then-current version of this Agreement shall take effect.
- (b) Elect to terminate this Agreement by providing written notice to Motif by email at legal-inquiries@motif.io; provided that, any amounts due and payable by Customer for the Motif Service that remain unpaid as of the effective date of termination shall become immediately due and payable, including all Subscription Fees for the remainder of the Subscription Term, fees for any Credits purchased from Motif prior to termination, and no refunds shall be provided for prepaid and unused Subscription Fees, Credits, or other amounts paid hereunder.

Customer's rights in this Section 13.2 states Customer's sole and exclusive remedy for any changes or modifications to this Agreement that Customer does not agree with. If Customer does not notify Motif of its objections or election to terminate in accordance with the foregoing, Customer's or any of its Authorized User's continued use of the Motif Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

14. GENERAL

14.1. Independent Contractors. Motif and Customer are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other.

14.2. Waiver; Severability. A party's failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

14.3. Assignment. Except as otherwise expressly permitted in this Agreement, neither party may assign its rights or obligations under this Agreement without the other party's prior written consent; provided that, such consent shall not be unreasonable withheld conditioned or delayed. Motif may assign this Agreement in its entirety to an Affiliate or in connection with the sale, acquisition, merger, or transfer of all or substantially all of such party's business, voting stock, or assets to which this Agreement relates. Motif may utilize, or delegate the performance of any services hereunder to, its Affiliates, employees, contractors, and subcontractors; provided that, Motif shall remain responsible and liable for their performance and compliance with this Agreement. Any attempted assignment or transfer of this Agreement in contravention of the foregoing shall be null and void. This Agreement shall be binding on the parties and their respective successors and permitted assigns

14.4. Third Party Rights. This Agreement is not intended to grant rights to anyone except Customer and Motif, and in no event shall this Agreement create any third party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of this Agreement are not subject to the consent of any other person.

14.5. Publicity. Motif may use Customer's name, logo, and marks to identify Customer as an Motif customer on Motif's website and marketing, public relations, and other materials for current or prospective investors.

14.6. Entire Agreement. This Agreement, including the EULA, DPA, and all Order Forms entered into by the parties hereunder, constitute the entire agreement between Customer and Motif regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Motif, whether written or verbal, regarding the subject matter of this Agreement.

14.7. Notice. All notices required or permitted under this Agreement will be in writing, will reference this Agreement, and will be deemed given: (a) when delivered personally; (b) 1 business day after deposit with a nationally or internationally (as applicable) recognized express courier, with written confirmation of receipt; (c) 72 hours following transmission if sent by e-mail; provided that the party sending the notice does not receive any message or notice of failure to transmit or deliver the e-mail within such 72 hour period; or (d) 3 business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to (i) Motif at [Motif email], and (ii) Customer at the email address specified in Customer's Account. Each party may update its address by providing written notice to the other party in accordance with this Section.

14.8. Choice of Law; Jurisdiction. The laws of California govern this Agreement and any dispute of any sort that might arise from or relate to this Agreement, without reference to any applicable conflict of laws rules. Customer consents to exclusive jurisdiction and venue of the State and Federal courts located in San Francisco County, California. Motif may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Motif's, Motif's affiliates, or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

14.9. Force Majeure. Except with respect to any payment obligations arising hereunder, neither party is liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond such party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, war, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, shelter in place, or other orders and/or restrictions.

14.10. Export. Customer acknowledges that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain commodities and technical data of United States of America origin, including the Software. Customer agrees that Customer will not export or re-export the Software without the appropriate United States or foreign government licenses or permits.