VIRRIDY

# Lume Customer Agreement

2026 version ·

This Lume Customer Agreement ("Agreement") is between Virridy Digital LLC ("Virridy") and the individual, company, organization, or other entity who indicates acceptance of this Agreement ("Customer"), either by using the Service (as defined below), or by executing, placing or otherwise entering into an Order (defined below), such as clicking a box indicating acceptance, creating an account, entering into an order form, or otherwise affirmatively indicating acceptance of this Agreement. If Customer is a company, organization, or other entity, the individual accepting this Agreement on Customer's behalf represents and warrants that they have authority to bind Customer to this Agreement. This Agreement is effective as of the date Customer accepts the Agreement as described above (the "Effective Date"). Certain capitalized terms are defined in Section 1 and others are defined contextually in this Agreement.

## 1. Definitions

**1.1.** "Aggregated Data" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

**1.2.** "Customer Data" means any data or information that: (a) Customer (including its Users) submits to the Services, including from Third-Party Platforms; and (b) is Processed by Virridy to provide the Services to Customer. Customer Data excludes Device Data.

**1.3.** "Customer Materials" means materials, systems, and other resources that Customer provides to Virridy in connection with the Services.

**1.4.** "Device" means the Lume water monitoring device provided by Virridy to Customer pursuant to an Order. For clarity, the Device may be used for environmental and outdoor monitoring and for monitoring drinking water, but it is not certified by the U.S. Environmental Protection Agency and is not intended for any clinical uses.

**1.5.** "Device Data" means any data or information collected by a Device or transmitted from a Device to Virridy.

**1.6.** "Documentation" means the then-current version of Virridy's usage guidelines and standard technical documentation for the Services that Virridy makes generally available to its customers that it provides the applicable Services to, the current version of which are at thelume.ai/manual.

**1.7.** “Laws” means all applicable local, state, federal and international laws, regulations and conventions.

**1.8.** “Monitoring App” means the mobile or desktop application made available by Virridy for use in connection with the Device, including the mobile application currently available on the App Store.

**1.9.** “Order” means an order that references this Agreement and describes the Services being purchased by Customer, and that is accepted by the parties (electronically or otherwise).

**1.10.** “Policies” means policies posted to the Site or otherwise made available by Virridy from time to time.

**1.11.** “Process” means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.

**1.12.** “Service” or “Services” means the then-current version of Virridy’s proprietary service and related features that are identified in the relevant Order (including without limitation the Platform and the Device, but excluding Support ). Each of the Services includes the Documentation for the Service.

**1.13.** “Site” means Virridy’s website at https://thelume.ai/ and any related web pages operated by Virridy from time to time.

**1.14.** “Subscription Term” means the period during which Customer’s subscription to access and use the Services is in effect, as identified in the applicable Order.

**1.15.** “Support” means support for the Services as described in Section 4.

**1.16.** “Technical Services” means any maintenance or in-person services provided by Virridy under the Agreement.

**1.17.** “Term” has the meaning given to it in Section 14.1.

**1.18.** “Third-Party Platform” means any third-party platform, add-on, service, or product not provided by Virridy that Customer elects to integrate or enable for use with any Service.

**1.19.** “Trials and Betas” has the meaning given to it in Section 18.

**1.20.** “Updates” means any updates, modifications, or bug fixes to the Services or Documentation that Virridy provides free of additional charge to its customers using a Service.

**1.21.** “Upgrades” means additions, enhancements, upgrades, new services, or modules that include new features and substantial increases in functionality to the Services that Virridy makes available to its customers for an additional fee.

**1.22.** "Usage Data" means information generated from the use of the Services, which data does not identify Users, any other natural human persons, or Customer, such as technical logs, data, and learnings about Customer's use of the Services, but excluding any identifiable Customer Data.

**1.23.** "User" means any authorized user of the Service, including Customer (if Customer is an individual) and any employee or contractor of Customer that Customer allows to use the Services on Customer's behalf (if Customer is a company or other non-individual entity).

## 2. Overview

Virridy provides the Device and an associated web- and app-based platform to access and visualize water monitoring data (the "Platform"). The Platform is available through the Site (thelume.ai/lume-analytics/) and/or through the Monitoring App, where you may create an account, select a subscription plan, and access the Services, each as outlined in this Agreement.

## 3. Services

**3.1. Permitted Use.** During a Subscription Term, subject to Customer's compliance with the terms of this Agreement, Customer may access and use the Services only for its internal business purposes (or for personal use, if Customer is an individual) in accordance with the Documentation, this Agreement, and any limitations set forth in an Order.

**3.2. Monitoring App.** When provided as appropriate for the product versions contracted and during the Subscription Term, subject to Customer's compliance with the terms of this Agreement, the Documentation, and any limitations set forth in an Order, Virridy grants Customer a limited, non-transferable, revocable, non-exclusive, non-sublicensable right and license to: (a) download a single copy of the Monitoring App; and (b) use the Monitoring App for the sole purpose of accessing and using the applicable Service. Customer is responsible for installing all Updates Virridy makes available to the Monitoring App.

**3.3. Users.** Only Users, using the mechanisms designated by Virridy ("Log-in Credentials"), may access and use the Services. Each User must keep its Log-in Credentials confidential and not share them with anyone else. If Customer is not an individual, Customer shall cause its Users to comply with this Agreement and is responsible for all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Virridy's breach of this Agreement). Customer will promptly notify Virridy if it becomes aware of any compromise of any Log-in Credentials. Virridy may Process Log-in Credentials in connection with Virridy's provision of the Services or for Virridy's internal business purposes.

**3.4. Restrictions.** Customer will not (and will not permit anyone else, including any User, to) do any of the following: (a) provide access to, distribute, sell, or sublicense a Service to a third party (other

than Users); (b) use a Service on behalf of, or to provide any product or service to, third parties; (c) use a Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the contents or make-up of a Device or the source code or non-public APIs to a Service, except to the extent expressly permitted by Law (and then only with prior notice to Virridy); (e) modify or create derivative works of a Service or copy any element of a Service; (f) remove or obscure any proprietary notices in a Service; (g) publish benchmarks or performance information about a Service; (h) interfere with the operation of a Service, circumvent any access restrictions, or conduct any security or vulnerability test of a Service; (i) transmit any viruses or other harmful materials to a Service; (j) take any action that risks harm to others or to the security, availability, or integrity of a Service; or (k) access or use a Service in a manner that violates any Law. Customer acknowledges that the Services and Devices may be used to monitor drinking water but are not certified by the U.S. Environmental Protection Agency, have not been validated for meeting water quality standards and regulations implemented by federal and state agencies for drinking water or clinical settings, and are not intended for any clinical uses. The Services are intended for use only as specified in our technical specification sheet (thelume.ai/manual) when used in accordance with the instructions provided.

## 4. Support

During a Subscription Term, Virridy will use commercially reasonable efforts to provide basic support for Customer's use of the Services, such as responding to reasonable support requests via email or such other contact method deemed acceptable to Virridy.

## 5. Upgrades

Unless stated otherwise in an Order, Virridy will make Updates to Services as Virridy makes them available to its customers of the applicable Services generally. Customer's purchase of access to Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by Virridy regarding future functionality or features of the Services. From time to time, Virridy, in its sole discretion, may make available Upgrades under additional or different terms. Nothing in this Agreement obligates Virridy to make Upgrades available to Customer as part of the Services or otherwise unless specifically included in an Order.

## 6. Data

**6.1. Use of Customer Data.** Customer grants Virridy the non-exclusive, perpetual, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide any Services, Support,

and Technical Services; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by Laws or as agreed to in writing between the parties.

**6.2. Usage Data; Aggregated Data.** Virridy may Process Usage Data and Aggregated Data for any business purposes, including for training of AI models, marketing, and improving the Services. Customer will not interfere with the collection of Usage Data.

**6.3. Device Data.** Customer acknowledges and agrees that Device Data belongs solely to Virridy, and to the extent any right, title, or interest in or to any Device Data vests in Customer, Customer hereby assigns such right, title, and interest to Virridy. Virridy grants to Customer Device Data generated during the Subscription Term a limited, non-exclusive, non-transferable, non-sublicensable, and non-assignable license to use the Device Data via the Platform.

## 7. Devices

**7.1. Provision and Installation.** Virridy will provide one or more Devices to Customer, as specified in an Order. Unless otherwise specified in an Order, Customer is solely responsible for installation and operation of all Devices. Virridy is not responsible for any delays, delivery failures, or any other loss or damage resulting from delays in the process of applying for and obtaining necessary permissions, licenses, or consents for the installation of Devices on any property or premises.

**7.2. Access.** Through a Subscription Term, Customer will provide and ensure that Virridy and/or its representatives have access to inspect, maintain, or modify Devices, provided that Virridy provides reasonable written notice to Customer.

**7.3. Ownership.** Devices are leased and not sold to Customer. Virridy retains and will own all right, title, and interest in and to (a) the Devices and (b) any and all inventions, developments, concepts, improvements, designs, discoveries, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Customer may conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, in connection with the Devices. Customer obtains no right, title, or interest in the Devices except as expressly set forth in this Agreement.

**7.4. Risk of Loss.** Customer will bear the entire risk of loss, damage, theft, or destruction of the Devices or any part thereof, and no such loss, damage, theft, or destruction will relieve Customer of its obligations to comply with any obligation under this Agreement. In the event of damage to the Devices other than by reason of Customer's gross negligence, willful misconduct, or misuse of the Device, Virridy will use its commercially reasonable efforts to promptly repair or, at Virridy's sole discretion, replace such Devices, at Customer's expense. If the Devices are lost, stolen, destroyed or irreparably damaged by Customer's use of the Devices (each an "Event of Loss"), Customer will promptly notify Virridy of the occurrence of such Event of Loss.

**7.5. Public and Private Devices.** Customer may select whether Device Data from each Device will be viewable to other users of the website and/or Monitoring App. If Customer sets a Device to private, Device Data collected from that Device will be available only to Customer.

**7.6.** Throughout the Subscription Term and thereafter until the Devices are returned to Virridy, Customer shall: (a) ensure that the physical environment around the Devices is maintained in accordance with any relevant Documentation and instructions provided by Virridy, to ensure that Devices are not prevented from transmitting data and issuing alerts accurately, including by clearing any vegetation from the area around the Device; (b) maintain the Devices in a proper, safe and prudent manner in accordance with any instructions issued for it and ensure that the Devices are maintained with all due care and attention in accordance with Virridy's relevant instructions and carry out day to day maintenance of the Devices; (c) notify Virridy immediately in writing of any loss and damage to the Devices and indemnify Virridy in respect of any loss or damage to the Devices; (d) keep the Devices at their locations specified in the applicable Order (if any) and not otherwise move or interfere with them; (e) not hold itself out as the owner of the Devices or charge, sell, sub-let, lease or hire or otherwise dispose of, part with or abandon any of the Devices nor assign any of its rights or obligations hereunder nor allow the creation of any charge or lien over any of the Devices nor without the previous written consent of Virridy attach the Devices to any land or premises so as to cause it to become a permanent or immovable fixture on such land or premises; (f) make no alteration to any of the Devices and not remove any existing component from any of the Devices; (g) provide and ensure that Virridy and/or its designated representatives may access, inspect, or modify the Devices upon reasonable prior notice, including by causing the owner of the applicable property, if applicable, to enter into a written agreement with Virridy permitting Virridy to access, service, and maintain the Devices; (h) ensure that, if any of the Devices become affixed to any land or building, such Devices shall be capable of being removed without material injury to such Device, land or building, and to take all necessary steps to prevent title to the Devices from passing to the landlord of such land or building; and (i) ensure that at all times the Devices is clearly and indelibly marked as being the property of Virridy.

## 8. Customer Obligations

Customer is responsible for its Customer Data, including its content and accuracy, and will comply with Laws when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents, licenses, and permissions necessary (a) for Virridy to Process Customer Data set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data; and (b) for the applicable Devices to be installed, maintained, and used in the place and manner selected by Customer throughout the Subscription Term. Customer will provide Virridy with all reasonable cooperation for Virridy to provide and maintain the Service.

## 9. Suspension of Service

Virridy may immediately suspend Customer's access to any or all of the Services and require Customer to return all Devices at Customer's expense if: (a) Customer breaches Section 3.4 (Restrictions), Section 7.6 or Section 8 (Customer Obligations); (b) Customer's account is 30 days or more overdue; (c) changes to Laws or new Laws require that Virridy suspend a Service or otherwise may impose additional liability on the part of Virridy; or (d) Customer's actions risk harm to any of Virridy's other customers or the security, availability, or integrity of a Service. Where practicable, Virridy will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is promptly resolved, Virridy will make commercially reasonable efforts to restore Customer's access to the Service(s).

## 10. Third-Party Platforms

Use of Third-Party Platforms is subject to Customer's agreement with the relevant providers of such Third-Party Platforms and not this Agreement. Virridy does not control and has no liability for any Third-Party Platforms, including their security, functionality, operation, availability, or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Services, Customer authorizes Virridy to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

## 11. Technical Services

Customer will give Virridy timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Virridy's obligation to provide Technical Services will be excused until access is provided. Virridy will use Customer Materials only for purposes of providing Technical Services.

## 12. Commercial Terms

**12.1. Subscription Term.** Except as set forth in an Order, each Subscription Term will automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

**12.2. Fees and Taxes.** Fees for the Services are described in each Order ("Fees"). Customer will reimburse Virridy for reasonable travel and lodging expenses it incurs in providing Technical Services ("Expenses"). All Fees and Expenses will be paid in US dollars unless otherwise provided in an Order. Fees are invoiced as described on the schedule in the Order and Expenses are invoiced in arrears. Unless the Order provides otherwise, all Fees and Expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Virridy's then-current rates, regardless of

any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All Fees and Expenses are non-refundable except in Virridy's sole discretion. Customer is responsible for any sales, use, GST, value-added, withholding, or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Virridy's income tax ("Taxes"). Fees and Expenses are exclusive of all Taxes.

## 13. Disclaimers

**13.1.** The Services, Support, Technical Services, Device Data, and all other Virridy services are provided "AS IS". Virridy, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or noninfringement. Virridy does not warrant that Customer's use of the Services will be uninterrupted or error-free, that Virridy will review Customer Data or Device Data for accuracy, or that it will maintain Customer Data or Device Data without loss. Virridy is not liable for delays, failures, or problems inherent in use of the Internet and electronic communications or other systems outside Virridy's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

**13.2.** Virridy disclaims all responsibility and liability for use of Devices or the Service to evaluate, interpret, predict, or diagnose any health condition, medical condition, or any environmental risk factors that may be predictive of any such condition; or for any use inconsistent with the technical specification sheet, limitations of the Devices or Services, and other instructions and disclaimers provided by Virridy, including those described in Section 3.4 (Restrictions) above. None of the Devices or the Services have been validated to meet the requirements set by the U.S. Food and Drug Administration, Centers for Disease Control and Prevention, U.S. Environmental Protection Agency, or the U.S. Department of Agriculture. Customer is solely responsible for confirming the results or outputs of the Services or Devices. Customer acknowledges and agrees that Virridy, third parties, and their officers, employees, and representatives, shall not be held liable for any claim, damage, loss, fine, penalty, or cost (including, without limitation, attorneys' fees), arising from or relating to the use of Devices, Services, or data in a health or medical context, and you hereby waive any and all such claims or causes of action.

## 14. Term and Termination

**14.1. Term.** The term of this Agreement (the "Term") starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

**14.2. Termination.** Either party may terminate this Agreement (including any or all Orders) if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees)

within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

**14.3. Effect of Termination.** Upon expiration or termination of an Order, Customer's access to and Virridy's obligations to provide the Services, Support, and Technical Services described in the Order will end.

**14.4. Survival.** These Sections survive expiration or termination of this Agreement: 1 (Definitions), 3.4 (Restrictions), 6.2 (Usage Data; Aggregated Data), 8 (Customer Obligations), 12.2 (Fees and Taxes), 13 (Disclaimers), 14.3 (Effect of Termination), 14.4 (Survival), 15 (Ownership), 16 (Limitations of Liability), 17 (Indemnification), 21 (General Terms). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

## 15. Ownership

Neither party grants the other any rights or licenses not expressly set out in this Agreement. Nothing under this Agreement constitutes a sale of any Devices. Except as expressly provided in this Agreement, as between the parties, Customer retains all intellectual property rights and other rights in Customer Data. Except for Customer's use rights in this Agreement, Virridy and its licensors retain all intellectual property rights and other rights in the Services, Documentation, Usage Data, and Virridy technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Virridy. If Customer provides Virridy with feedback or suggestions regarding the Services or other Virridy offerings, Virridy may use the feedback or suggestions without restriction or obligation.

## 16. Limitations of Liability

**16.1. Consequential Damages Waiver.** Except for Excluded Claims (as defined below) neither party (nor its suppliers or licensors) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance.

**16.2. Liability Cap.** Except for Excluded Claims, each party's (and its suppliers' and licensor's) entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Virridy pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement.

**16.3. Excluded Claims.** "Excluded Claims" means: (a) Customer's breach of Sections 3.4 (Restrictions) or 8 (Customer Obligations); or (b) amounts payable to third parties under the indemnifying party's obligations in Section 17 (Indemnification).

**16.4. Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 16 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

## 17. Indemnification

**17.1. Indemnification by Virridy.** Virridy will defend Customer from and against any third-party claim to the extent alleging that a Service, when used by Customer as permitted under the applicable Order, infringes or misappropriates a third-party's U.S. patent, copyright, trademark, or trade secret, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in a settlement by Virridy resulting from the claim.

**17.2. Indemnification by Customer.** Customer will defend Virridy from and against any third-party claim to the extent resulting from Customer Data, Customer Materials, or Customer's breach or alleged breach of Section 8 (Customer Obligations), and will indemnify and hold harmless Virridy against any damages and costs awarded against Virridy (including reasonable attorneys' fees) or agreed in a settlement by Customer resulting from the claim.

**17.3. Procedures.** The indemnifying party's obligations in this Section 17 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Services, when Virridy is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

**17.4. Mitigation.** In response to an actual or potential infringement or misappropriation claim or otherwise relating to violation of intellectual property rights, if required by settlement or injunction or as Virridy determines necessary to avoid material liability, Virridy may at its option: (a) procure rights for Customer's continued use of the applicable Service; (b) replace or modify the allegedly infringing portion of the applicable Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

**17.5. Exceptions.** Virridy's obligations in this Section 17 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of Services or use of Services in combination with items not provided by Virridy (including Third-Party Platforms); (b) to infringement resulting from versions of the Service other than the most recent release; (c) to unauthorized use of Services; (d) if Customer settles or makes any admissions about a claim without Virridy's prior consent; or (e) to Trials and Betas (as defined in Section 18) or other free or evaluation use.

**17.6. Exclusive Remedy.** This Section 17 sets out Customer's exclusive remedy and Virridy's entire liability regarding infringement or misappropriation of third-party intellectual property rights.

## 18. Trials and Betas

If Customer receives access to Services or features thereof on a free or trial basis or as an alpha, beta, or early access offering ("Trials and Betas"), it may use such Trials and Betas solely for Customer's internal evaluation during the period designated by Virridy (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Virridy may never release. Notwithstanding anything else in this Agreement, Virridy provides no warranty, indemnity, SLA, or support for Trials and Betas, and its liability for Trials and Betas will not exceed US$50.

## 19. Confidentiality

**19.1. Definition.** "Confidential Information" means information disclosed by Virridy to Customer under this Agreement that is designated by Virridy as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Services.

**19.2. Obligations.** Customer will: (a) hold Confidential Information in confidence and not disclose it to third parties except as expressly permitted in this Agreement; and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Virridy's request, Customer will delete all Confidential Information. If Customer is not an individual, Customer may disclose Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided it remains responsible for their compliance with this Section 19 and they are bound in writing to confidentiality obligations no less protective than this Section 19.

## 20. Publicity

Neither party may publicly announce that the parties have entered into this Agreement, except with the other party's prior consent or as required by Laws. However, Virridy may include Customer and its trademarks in Virridy's customer lists and promotional materials but will cease further use at Customer's written request.

## 21. General Terms

**21.1. Assignment.** Neither party may assign this Agreement without the prior consent of the other party, except that Virridy may assign this Agreement in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or voting securities to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

**21.2. Governing Law, Jurisdiction and Venue.** This Agreement is governed by the laws of the State of Colorado and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in Boulder County, Colorado, and both parties submit to the personal jurisdiction of those courts.

**21.3. Notices.** Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses set out in the applicable Order and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either party may update its address with notice to the other party. Virridy may also send operational notices to Customer by email or through the Services.

**21.4. Entire Agreement.** This Agreement (which includes all Orders, Schedules, and the Policies) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

**21.5. Amendments.** Any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Virridy. Nonetheless, with notice to Customer, Virridy may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Virridy's overall obligations during a Subscription Term. The terms in any Customer

purchase order or business form will not amend or modify this Agreement and are expressly rejected by Virridy; any of these Customer documents are for administrative purposes only and have no legal effect.

**21.6. Waivers and Severability.** Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

**21.7. Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license, or natural disaster ("Force Majeure Events").

**21.8. Subcontractors.** Virridy may use subcontractors and permit them to exercise Virridy's rights, but Virridy remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

**21.9. Independent Contractors.** The parties are independent contractors, not agents, partners, or joint venturers.

**21.10. Export.** Customer will comply with all relevant U.S. and foreign export and import Laws in using any Service. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use Services in violation of any U.S. export embargo, prohibition, or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

**21.11. Open Source.** The Services do not incorporate third-party open source software ("OSS"), but OSS may be provided with the Services. Any such OSS is subject to the applicable OSS license, which license will apply to the OSS on a stand-alone basis instead of this Agreement.

**21.12. Government End-Users.** Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

**21.13. Conflicts in Interpretation.** If there are inconsistencies or conflicts between the terms of the body of this Agreement and the terms of any Schedules, exhibits, attachments, addenda, Policies, and other documents attached to or incorporated by reference in this Agreement, the order of precedence is as follows: (a) the terms contained in the body of this Agreement; (b) the terms of the Schedules, exhibits, attachments, addenda, and Policies to this Agreement; and (c) the Documentation.