STIIRA CORPORATION

SOFTWARE AS A SERVICE
TERMS AND CONDITIONS

Stiira Corporation ("Stiira") provides its leave administration, management, and support Product (as defined below) through an online, non-downloadable, software as a service ("SaaS") platform.

By using Stiira's Product, you ("Customer") agree to these Software as a Service Terms and Conditions (the "Agreement"). The Agreement will be deemed effective upon the earlier of (a) when Customer clicks "Accept" or otherwise opts into this Agreement, (b) when Customer executes our order form (the "Order Form"), or (c) when Customer begins using the Product (such date, the "Effective Date"). By entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to the terms of this Agreement. If you do not have such authority, or if you do not agree to all of the terms of this Agreement, you may not use the Product. For purposes of this Agreement, Customer and Stiira will each be referred to individually as a "Party" and together as "the Parties."

The Parties agree as follows:

1. **Definitions.**

   (a) **"Agreement"** means this Agreement together with the Order Form and any other exhibits incorporated by reference into this Agreement.

   (b) **"Authorized Users"** mean:

   (i) Customer's employees or independent contractors working for Customer in the ordinary course of Customer's business who: (A) have a need to use the Product for the benefit of Customer (e.g., members of Customer's human resources or management team); (B) are specifically authorized by Customer to access the Product for such purposes; and (C) who have been provisioned unique login credentials for the Product; and

   (ii) Any other individual or entity who has been (A) specifically authorized by Customer to access the Product to perform administrative/human resources leave-management activities; and (B) provisioned unique login credentials for the Product.

   (c) **"Billing Start Date"** means the date identified on the Order Form as the date from which billing will be calculated (which under no circumstances will be later than the Product Start Date).

   (d) **"End Users"** means employees who are using the Product to request leave or exchange information regarding their leave on their own behalf or for their own benefit (i.e., not for the benefit of Customer or in their capacity as a human-resources professional). For the avoidance of doubt, some employees will be both "Authorized Users" and "End Users" depending on the context. For example, an employee using the Product on Customer's behalf/in their capacity as a human-resources professional is

an "Authorized Users." An employee using the Product for their own benefit or on their own behalf is an "End User." The Order Form indicates, as applicable, the maximum number of (i) new Leave Cases that can be submitted each month; (ii) Authorized Users; (iii) End Users permitted under the Agreement; and/or (iv) pricing based on the number of employees.

(e) **"End User Access Rights"** means a limited license for End Users to access the Product to request leave, and exchange information regarding their leave.

(f) **"Fees"** means the fees payable under Section 3.

(g) **"Leave Case"** means a case that has been created in the Product for the purpose of requesting or managing an employee leave, accommodation, or other form of absence.

(h) **"Product"** means the Stiira-owned leave administration, management, and support SaaS product, together with periodic updates (e.g., bug fixes) provided to all customers who also subscribe to the Product. The term "Product" does not include Professional Services.

(i) **"Product Start Date"** means the date from which Customer and/or its Authorized Users receive access to the applicable Product.

(j) **"Professional Services"** means professional services provided by Stiira, if any, pursuant to this Agreement. Professional Services may include, without limitation, consulting, training, data importation, implementation, and additional support services as may be set forth in the applicable Order Form.

(k) **"Order Form"** means Stiira's form of Order Form. The Parties may update the Order Form, or add a new Order Form, from time to time (e.g., if Customer's employee count or new Leave Cases per month increase) by executing a new Order Form.

(l) **"Term"** means the Initial Term, together with any subsequent renewal periods (each, an "Extended Term") as described in Section 11. The Initial Term will be the period identified in the Order Form.

(m) **"Effective Date"** means the earlier of (a) the date on which Customer accepts or opts into this Agreement electronically, (b) the date on which Customer executes the Order Form, or (c) the date on which Customer begins using the Product, as stated in the opening paragraph of this Agreement.

2. Overview of the Product; Access and Use of the Product.

(a) **Overview.** The Product is a SaaS solution designed to (i) allow End Users to request leave and exchange information regarding their leave; (ii) provide Authorized Users with access to information regarding employee leave details and status; and (iii) facilitate case management of employee leaves. The Product is provided on a subscription basis for the Term and is limited to use in the United States. Stiira uses commercially reasonable efforts to interpret and apply certain United States leave laws and regulations to provide functionality for tracking and determining leave eligibility and usage. The Product does not offer any legal advice or opinions, however. Nor is Stiira responsible for any decisions made by Customer or any Authorized Users or End Users regarding leaves of absence. **In all cases, Customer, Authorized Users, and**

End Users (as the case may be) make and are solely responsible for the final assessment and decision as to all leave issues.

(b) Access and Use License.

(i) *Customer and Authorized Users.* Customer and its Authorized Users may access and use the Product during the Term solely for their own internal business purposes and in accordance with the terms of this Agreement. Use of the Product by Customer and its Authorized Users must, in the aggregate, be within the usage restrictions designated in the Order Form.

(ii) *End Users*. End Users may access and use the Product using their End User Access Rights during the Term to request leave and exchange information regarding their leave. No other use of the Product by End Users is permitted.

(iii) Customer will be responsible for any breach of this Agreement or other inappropriate use of the Product by its Authorized Users or End Users.

(c) Login Credentials; Authorized User and End User Limitations. Each Authorized User and End User must use their own unique user ID and password (referred to as "login credentials") to access the Product. Sharing login credentials is prohibited. Customer is responsible for all activity occurring under its login credentials, and the login credentials of Authorized Users and End Users. Customer agrees to promptly notify Stiira of any unauthorized access or use of login credentials or the Product. If Stiira discovers that Customer is not in compliance with the usage restrictions (including, without limitation, the number of employees, Authorized Users, End Users, and new Leave Cases per month), Stiira may invoice Customer for excess usage in accordance with Stiira's then-applicable fees.

(d) Designated Customer Representative. Customer will designate at least one, but preferably two, points of contact for all communications with Stiira (each a "Customer Representative"). Either Party can request additional Customer Representatives, and the parties will discuss such request in good faith. This will help reduce the risk of any inconsistent instructions and avoids any interference with Customer's relationships with its Authorized Users and End Users. Except for Stiira communications with a Customer Representative, Customer is solely responsible for managing all aspects of its relationships with its Authorized Users and End Users under this Agreement, including without limitation all communications with Authorized Users and End Users; provided that Stiira may send administrative messages, such as responding to password-reset requests.

(e) Restrictions on Use. Customer will not (and will not permit any Authorized User, End User, or third party to):

(i) Use the Product for any purpose that is unlawful or outside the scope of this Agreement;

(ii) Alter or tamper with the Product in any way;

(iii) Attempt to gain unauthorized access to or interfere with the Product or other systems, networks, or data of Stiira;

(iv) Interfere with any other person or entity's use of the Product;

(v) Use any security testing tools to probe, scan, or attempt to penetrate or ascertain the security or vulnerability of the Product or other systems, networks, or data of Stiira;

(vi) Remove, obscure, conceal, or alter any notices (e.g., copyright or other proprietary notices) contained in the Product;

(vii) Sell, lease, rent, loan, assign, provide access, or sublicense the Product to a third party, copy the Product, or use the Product for time sharing, hosting, service bureau, or similar purposes;

(viii) Reverse engineer, decompile, or disassemble the Product, or otherwise seek to obtain the source code to the Product;

(ix) Modify or create derivative works using the Product;

(x) Enter data into the Product for a purpose unrelated to employee leave administration, management, and support;

(xi) Upload any viruses or other harmful code; or

(xii) Transmit any deceptive, fraudulent, obscene, threatening, or harassing content.

(f) Subcontractors. Customer acknowledges and agrees that Stiira will use subcontractors to provide the Product and Professional Services (e.g., software developers, cloud storage vendors).

(g) Service, Availability, and Maintenance. Stiira will use commercially reasonable efforts to ensure that the Product is available at all times; provided that the Product will be unavailable from time to time due to scheduled and emergency maintenance. Stiira will not be responsible for any unavailability caused by actions or inactions by Customer, Authorized Users, End Users, or third parties – such as internet accessibility, software, or network issues – or any force majeure events.

(h) Data Security. Stiira will use reasonable administrative, technical, and physical safeguards to protect Customer Data (as defined below) from unauthorized access, use, or disclosure.

3. Fees and Payment.

(a) Generally. In exchange for the license granted above, Customer will pay Stiira the Fees set forth in the Order Form. Stiira may adjust the Fees effective for any renewal term (including any Extended Term) by providing Customer with written notice of such adjustment at least sixty (60) days prior to the end of the then-current term. If Customer does not provide notice of non-renewal in accordance with Section 11, the adjusted Fees will apply to the next term. All Fees are non-refundable and payable annually in advance. Customer must pay all invoices within 30 days of the date of the applicable invoice. Customer is required to pay any sales, use, goods, value-added, or similar taxes or levies related to the Product and Professional Services, other than taxes based on Stiira's income. All such taxes and levies are excluded from any prices provided by Stiira. Any late payments will be subject to interest charges equal to the lesser of (i) 1.5 percent per month or (ii) the maximum amount allowed by applicable

law. Stiira may recover all costs and expenses it incurs in collecting overdue amounts, including without limitation reasonable attorney fees. Stiira will also have the option to suspend its provision of the Product and Professional Services if Customer has an overdue invoice or is otherwise in breach of this Agreement.

(b) Increase in Usage During Term. Upon request, Customer will provide Stiira with information regarding Product usage, including without limitation the number of (i) Authorized Users; (ii) End Users; (iii) new Leave Cases per month; and (iv) applicable employees. Stiira may also monitor usage of the Product to determine these numbers. If Stiira determines that usage exceeds what is permitted by the applicable Order Form, Stiira may immediately increase the Fees and Customer will promptly pay all such Fees.

4. Professional Services.

(a) Generally. During the term of this Agreement, Customer may request Stiira to perform professional services. Upon receipt of a request, Stiira may provide Customer with a written proposal, and when the Parties agree to all terms of the proposed professional services, an Order Form for the professional services will be executed by the Parties. All such Order Forms will be subject to the terms and conditions of this Agreement.

(b) Limited Warranty. Stiira warrants that the Professional Services will be performed by employees and subcontractors of commercially reasonable skill, experience, and qualifications. Customer must provide written notice of any alleged material breach of the foregoing warranty within 30 days from the date that the Professional Services are completed. In such event, Stiira will either (in its sole and absolute discretion): (i) use commercially reasonable efforts to re-perform the Professional Services in a manner that conforms to the foregoing warranty; or (ii) if Stiira fails to re-perform or decides not to re-perform the Professional Services, refund the portion of the fees paid by Customer to Stiira for the nonconforming Professional Services. The foregoing procedures will constitute Stiira's sole liability (and Customer's sole and exclusive remedy) for any breach of the Professional Services warranty set forth in this Section.

(c) No Exclusivity. For the avoidance of doubt, the Professional Services performed by Stiira are not exclusive to Customer, and Stiira may provide similar or identical professional services to any other person or entity at any time.

5. Customer Responsibilities.

(a) Cooperation. Customer acknowledges and agrees that Stiira's timely provision of the Product and Professional Services depends, in part, on Customer providing access to things within Customer's control (e.g., Customer's premises, employees, contractors, Authorized Users, network, databases, and equipment). Stiira is therefore not responsible for any delays arising from Customer's failure to timely provide access, information, or materials reasonably requested by Stiira.

(b) Data Entered into Product. Customer is solely responsible for the accuracy, content, completeness, and legality of all data entered into the Product or otherwise provided to

Stiira, including without limitation the data provided by or related to Authorized Users and End Users. Customer is also solely responsible for ensuring that its use of the Product is compliant with Customer's policies and applicable law. Customer must obtain all third-party licenses, rights, clearances, consents, and approvals that are required for Customer (and Stiira on behalf of Customer) to collect, process, access, use, and store data under the terms of this Agreement, and Customer represents and warrants that such collection, processing, access, use, and storage will not violate any applicable law or any intellectual property, publicity, privacy, or other rights of any third parties.

(c) Customer Security. Customer will use reasonable administrative, technical, and physical safeguards to prevent any unauthorized access to the Product or any Customer Data (as defined below).

6. **Customer Owns Its Data.** As between the Parties, Customer owns all rights to data it (or its Authorized Users or End Users) enters into the Product (collectively, "Customer Data"), and Stiira will not share or sell any Customer Data to third parties except (a) according to Customer's instructions or (b) to the extent necessary to provide the Product and Professional Services. Customer Data will be considered Customer's Confidential Information (as defined below). Customer grants Stiira a non-exclusive license to use Customer Data to the extent necessary for Stiira to provide the Product and Professional Services. Stiira may also use Customer Data to evaluate and improve Stiira's Product and Professional Services, and to provide aggregated analytics, training, and reports to third parties (collectively, "Stiira Analytics"); provided that Stiira Analytics will not disclose personal information or other Customer Confidential Information to any third parties – or identify Customer as the source of such data.

7. **Stiira Owns the Product and Professional Services.** As between the Parties, Stiira owns all right, title, and interest (including without limitation all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Product. Customer (and its Authorized Users and End Users) is obtaining only a limited and revocable right to access and use the Product during the Term and subject to the terms and conditions of this Agreement. Stiira will also own Stiira Analytics and anything created in connection with the Professional Services unless such work is specifically designated as a "work for hire" in the applicable Order Form. Other than as expressly set forth in this Agreement, no license or intellectual property rights owned or licensed by Stiira are granted to Customer, and Stiira hereby expressly reserves such rights.

8. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 4(b), CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCT AND PROFESSIONAL SERVICES, TOGETHER WITH ALL RESULTS AND OUTPUTS OF THE PRODUCT AND PROFESSIONAL SERVICES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. STIIRA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT

LIMITING THE FOREGOING, (A) STIIRA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE AND (B) STIIRA WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF STIIRA.

9. **Indemnification.** Customer will defend, indemnify, and hold Stiira harmless from and against any and all third-party claims for damages (whether ordinary, direct, indirect, incidental, special, consequential, or exemplary), judgments, liabilities, fines, penalties, losses, costs, and expenses (including, without limitation, reasonable attorney fees) arising out of or related to any (a) Customer Data, (b) Customer's alleged infringement of a third-party's intellectual property, privacy, or other proprietary rights, (c) Customer's alleged breach of this Agreement, or (d) Customer's alleged gross negligence or willful misconduct.

10. **Limitation of Liability.** IN NO EVENT WILL STIIRA BE LIABLE TO CUSTOMER OR ANY AUTHORIZED USER OR END USER, OR ANY THIRD PARTY, FOR ANY LOSS OF USE, REVENUE, PROFIT, OR DATA, OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT STIIRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL STIIRA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO STIIRA PURSUANT TO THE APPLICABLE ORDER FORM IN THE THREE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. **Term; Extended Term; Early Termination; Effect of Termination or Expiration; Survival.**

    (a) The Initial term of this Agreement will commence on the Effective Date and continue for the period set forth in the Order Form, unless terminated earlier in accordance with this Section. Upon expiration of the Initial Term, this Agreement will automatically renew for successive twelve (12) month periods (each such period, an “Extended Term”), unless either Party provides written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current term (whether the Initial Term or an Extended Term). Renewal of the Agreement is subject to the then-applicable Fees, provided Stiira has given notice of any such adjustment in accordance with Section 3(a).

    (b) Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

(i) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach;

(ii) Becomes insolvent or admits its inability to pay its debts generally as they become due;

(iii) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven business days or is not dismissed or vacated within 45 days after filing;

(iv) Is dissolved or liquidated or takes any corporate action for such purpose;

(v) Makes a general assignment for the benefit of creditors; or

(vi) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Notwithstanding the foregoing, Stiira may terminate this Agreement (i) if Customer fails to pay any amount when due or (ii) for any (or no) reason by providing Customer with 30 days' prior written notice.

(d) Upon expiration or termination of the Agreement, Customer must immediately cease all access and use of the Product, including all use by Authorized Users and End Users, and Stiira may immediately terminate such access and use.

(e) Customer is responsible for exporting Customer Data before expiration or termination of the Agreement. Consistent with its document-retention policy (which may be updated from time to time), Stiira will delete all Customer Data after expiration or termination and will have no liability to Customer for the unavailability of such data.

(f) Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. Confidentiality.

(a) Each Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") information about its business affairs, products, services, pricing, confidential intellectual property, trade secrets, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 12; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in Receiving Party's possession before Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party will: (y) protect and

safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; and (z) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement.

(b) If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, before making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

13. Identifying Customer as a Stiira Customer. Stiira may use Customer's name and logo(s) to identify Customer as a Stiira customer on Stiira's website and other marketing materials.

14. Non-Solicitation and Non-Hire. Customer acknowledges that, as a result of Stiira's provision of the Product and/or performance of the Professional Services, Customer and its Authorized Users will become familiar with Stiira and its employees and subcontractors and their abilities, and that such information is confidential and proprietary to Stiira (and, as such, this information must be treated by Customer as Stiira Confidential Information). During the Term and for a period of two years after the expiration or early termination of this Agreement, Customer will not (and will ensure that its Authorized Users do not), without the prior written consent of Stiira, which may be withheld in Stiira's sole and absolute discretion: (a) solicit, induce, or attempt to induce any person who is an employee or subcontractor of Stiira to leave the employ of Stiira or to engage in any business that competes with Stiira or (b) hire or assist in the hiring of any person who is an employee or subcontractor of Stiira to work for any business that competes with Stiira, except for any persons who apply for publicly posted positions without Customer's (or any Authorized Users') engagement, solicitation, or inducement.

15. Miscellaneous.

(a) Notice. All notices required under this Agreement must be in writing and addressed as follows:

(i) To Stiira: 515 NW Saltzman Rd #3113 Portland, OR 97229. Sales@stiira.com.

(ii) To Customer: as set forth in the Order Form

Either Party may update its address for notices by providing notice of such update in accordance with this section. All notices must be delivered by personal delivery, nationally recognized overnight courier, email, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (i) on receipt by the receiving Party and (ii) if the Party giving the notice has complied with the requirements of this Section. Notices will be deemed received upon personal delivery, one business day after mailing by nationally recognized overnight courier, when sent by email (provided no bounce back

or error message is received), or five business days after mailing by certified or registered mail. Email notices are valid for all purposes under this Agreement, including notices of non-renewal or fee adjustments.

(b) **Amendment.** This Agreement may not be amended except in a writing executed by both Parties.

(c) **Assignment.** Customer may not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Stiira. Any purported assignment or delegation in violation of this section will be null and void. No assignment or delegation will relieve Customer of any of its obligations under this Agreement.

(d) **Independent Contractors.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or exclusive or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever.

(e) **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person (including without limitation Authorized Users and End Users) any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(f) **Waiver of Rights.** No waiver by Stiira of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by Stiira. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof by Stiira, nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege by Stiira.

(g) **Injunctive Relief.** If Customer breaches Section 2 of this Agreement, Stiira will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security.

(h) **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to address the determination and effect the original intent of the Parties as closely as possible.

(i) **Choice of Law and Venue.** This Agreement, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to its conflict of laws provisions. Each Party irrevocably and unconditionally agrees that

it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the state and federal courts located in Portland, Oregon. Each Party waives any defense or argument that such forum is improper or inconvenient.

(j) **Force Majeure.** Stiira will not be liable or responsible to Customer or any Authorized User or End User, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Stiira including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic or pandemic, lock-outs, strikes or other labor disputes (whether or not relating to either Party's workforce), failure or unavailability of services or software provided by third parties retained in connection with the Product or Professional Services, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage; provided that, if the event in question continues for a continuous period longer than 60 days, Customer will at that time be entitled to terminate this Agreement by giving notice in writing to Stiira.

(k) **Entire Agreement.** This Agreement contains the final and entire agreement of the Parties and supersedes all previous and contemporaneous oral or written negotiations, understandings, or agreements regarding the Agreement's subject matter. If there is a conflict between this Agreement, an Order Form, or any other exhibit to this Agreement, the Agreement will control and govern.