

McFarland Johnson Acceptable Use Policy

Last Modified: July 9, 2021

This Service Agreement (this "Agreement") is a binding contract between you ("Customer," "you," or "your") and McFarland Johnson, Inc, and its subsidiaries ("Company", "Provider," "we," or "us"). This Agreement governs your access to and use of Services and/or Products we host or deliver to you ("Services and Products").

Introduction

This document sets forth the principles, guidelines and requirements of the Acceptable Use Policy governing the use by the Customer ("Customer") of the Company's cloud hosting container services and any and all products we provide to You ("Services and Products"). The Purpose of the McFarland Johnson's Acceptable Use Policy, hereinafter referred to as the AUP, is to comply with all federal, state, and local laws coupled with protecting the network security, network availability, physical security, Customer privacy, and other factors affecting the services provided by McFarland Johnson. McFarland Johnson reserves the right to impose reasonable rules and regulations regarding the use of its Services and Products provided to all Customers and such rules and regulations are subject to change. Such rules and regulations are located on the Internet at <https://www.mjinc.com/aup>. The AUP is not an all-inclusive or exhaustive list and McFarland Johnson reserves the right to modify the AUPs at any time as needed, effective upon either the posting of the modified AUPs to the website identified above and/or notification to the Customer via email. Any violation of the AUPs may result in the suspension or termination of your account or such other action as McFarland Johnson deems appropriate. No credits will be issued for any interruption in service resulting from policy violations.

VIOLATION OF ANY SECTION OF THE AUP IS STRICTLY PROHIBITED AND MAY RESULT IN THE IMMEDIATE TERMINATION OR SUSPENSION OF THE SERVICES AND PRODUCTS YOU RECEIVE FROM MCFARLAND JOHNSON.

Any questions or comments regarding the AUP should be directed to mcfarland@mjinc.com.

Definitions

"Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

"Cloud Services" means the services, infrastructure, platforms, or software that are hosted by third-party providers and made available to users through the Internet by the Provider under this Agreement that are detailed in the SaaS Agreement and reflected in the Customer's order.

"Customer Data" means [, other than Aggregated Statistics,] information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

"Data Subject" means any entity or individual for whom there is identifiable information or data about that individual.

"Documentation" means Provider's [user manuals, handbooks, and guides relating to the Services and Products provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services and Products available at <https://www.mjinc.com> or <https://www.mjinfr solutions.com>.

"Products" means any application developed for the customer which is hosted in our environment or delivered to the Customer and hosted in the Customer's environment.

"Provider IP" means the Product, Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP [includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services and Product, but] does not include Customer Data.

"Services and Products" means either the Cloud Services and/or Products we develop for or offer to You.

"Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Services and Products.

Access and Use

(a) Provision of Access. Subject to [and conditioned on your payment of Fees and compliance with all other/the] terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services and Products during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Services and Products.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Services and Products.

(c) [Downloadable Software. Use of the Services and Product may require or include use of downloadable software. Provider grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3(e).]

(d) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Services and Products, any software component of the Services and Products, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services and Products, any software component of the Services and Products, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or

otherwise make available the Services and Product or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services and Product, in whole or in part; (iv) remove any proprietary notices from the Services and Product or Documentation; or (v) use the Services and Product or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(e) [Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and Product and collect, and compile data and information related to Customer's use of its Services and Product to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation the Services and Products ("Aggregated Statistics"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Services and Products. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law [; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information].]

(f) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(g) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Services and Products if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services and Products to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services and Product; or (iii) Any violation of either the Use Restrictions described in this subsection D or the System and Network Security requirements described below. Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services and Products following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services and Products as soon as reasonably possible after the event giving rise to the Suspension is cured. **Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service and Product Suspension.**

Compliance with Law

Customer shall not post, transmit, re-transmit or store material on or through any of Company's Services or Products which, in the sole judgment of the Company (i) is in violation of

any local, state, federal or non-United States law or regulation, (ii) fraudulent, threatening, obscene, indecent, defamatory or that otherwise could adversely affect any individual, group or entity (collectively, "Persons") or (iii) violates the rights of any person, including rights protected by copyright, trade secret, patent or other intellectual property or similar laws or regulations including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by Customer. Customer shall be responsible for determining what laws or regulations are applicable to its use of the Services and Products.

You are responsible and liable for all uses of the Services and Products and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and Products and shall cause Authorized Users to comply with such provisions.

Customer Security Obligation

Failure to use reasonable care to protect your account may result in a security compromise by outside sources. A compromised server creating interference on our network will result in immediate Customer notification and will be disconnected from our network immediately to not directly affect other Customers. No service credits will be issued for outages resulting from disconnection due to breached server security. The Customer is solely responsible for any breaches of security under Customer control affecting servers. If a Customer intentionally creates a security breach, the cost to resolve any damage to Customer's server or other servers will be charged directly to the Customer. The labor used to resolve such damage is categorized as Emergency Security Breach Recovery and is currently charged at \$300 USD per hour.

Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Services and Products confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials for Services and Products that are hosted on our network.

Customer Data

You hereby grant to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services and Products to you[, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics]. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law and will not violate any domestic or foreign legal obligations or terms you may have with the Data Subjects associated with that data. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

Third-Party Products

The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Services and Products by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

System and Network Security

Violations of system or network security are strictly prohibited and may result in criminal and civil liability. McFarland Johnson investigates all incidents involving such violations and, as required by law, will report to and cooperate with law enforcement if criminal violation is suspected.

Examples of system or network security violations include, without limitation, the following:

1. Introduction of malicious programs into the network or server (example: viruses, worms, Trojan Horses, and other executables intended to inflict harm).
2. Effecting security breaches or disruptions of Internet communication and/or connectivity. Security breaches include, but are not limited to, accessing data of which the Customer is not an intended recipient or logging into a server or account that the Customer is not expressly authorized to access. For purposes of this section, "disruption" includes, but is not limited to port scans, flood pings, email-bombing, packet spoofing, IP spoofing and forged routing information.
3. Executing any form of network activity that will intercept data not intended for the Customer's server.
4. Circumventing user authentication or security of any host, network, or account.
5. Interfering with or denying service to any user other than the Customer's host (example: denial of service attack or distributed denial of service attack).
6. Using any program script/command, or sending messages of any kind, designed to interfere with or to disable, a user's terminal session, via any means, locally or via the Internet.
7. Failing to comply with the Company's procedure relating to the activities of Customers on the Company's premises. Violators of the policy are responsible, without limitations, for the cost of labor to correct all damage done to the operation of the network and business operations supported by the network. Such labor is categorized as Emergency Security Breach Recovery and is currently charged at \$300 USD per hour required. Network interference by any Customers that may cause or is currently causing network interference with another Customer will be disconnected immediately. No service credits will be issued to Customers disconnected for network violations.
8. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, involves potential harm to a child, defamatory, constitutes an illegal threat, or violates export control laws.
9. Sending Unsolicited Bulk Email ("UBE", "spam"). The sending of any form of Unsolicited Bulk Email through McFarland Johnson, Inc.'s servers is prohibited. Likewise, the sending of UBE from another service provider advertising a web site, email address or

utilizing any resource hosted on McFarland Johnson, Inc.'s servers is prohibited. McFarland Johnson, Inc. accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate either this Policy or that of the other provider.

10. Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send Unsolicited Bulk Email, initiation of pinging, flooding, mail-bombing, denial of service attacks.
11. Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "cracking").
12. Obtaining or attempting to obtain service by any means or device with intent to avoid payment.
13. Accessing or attempting to access your account or other McFarland Johnson Services or Products after you (or Company) has cancelled Customer's account.
14. Unauthorized access, alteration, destruction, or any attempt thereof, of any information of any McFarland Johnson, Inc. customers or end-users by any means or device, including the use of 'sudo' or other privileged operating system commands.
15. Knowingly engage in any activities designed to harass, or that will cause a denial-of-service (e.g., synchronized number sequence attacks) to any other user whether on the McFarland Johnson, Inc. network or on another provider's network.
16. Using McFarland Johnson, Inc.'s Services to interfere with the use of the McFarland Johnson network by other customers or authorized users. Examples may include crypto mining, denial of service, or other activities that may impact the McFarland Johnson network. These are prohibited and accounts may be terminated without warning.

Confidential Information

From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written or electronic form or media,] [that is/[and] whether or not] marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees [, agents, or subcontractors] who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder [and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement]. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter;

provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

Privacy Policy

Provider complies with its privacy policy available at <https://www.mjinc.com/privacy> ("Privacy Policy"), in providing Services and Products. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Services and Products, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

Intellectual Property Ownership

As between you and us, (a) we own all rights, title, and interests, including all intellectual property rights, in Provider IP and to the Cloud Services and Products we deliver and (b) you own all rights, title, and interests, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services and Products, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

Restrictions. Subject to the exceptions set forth below, You agree not to reproduce or modify any portion of Our IP, and will not disclose, sell, sublicense or otherwise transfer or make available all or any portion of Our IP to any third party without Our prior written consent.

Nothing contained in this Agreement shall directly or indirectly be construed to assign or grant to You any right, title, or interest in or to Our trademarks, copyrights, patents or trade secrets or any ownership rights in or to Our IP. Client shall not cause or permit the reverse engineering, reverse assembly, or reverse compilation of, or otherwise attempt to derive source code from Our IP. You shall not create derivative works based upon all or part of Our IP.

Except as otherwise provided in this Agreement, You shall not resell, redistribute or make available Our IP, the Services or the Deliverables to any third party and shall not use Our IP or the Deliverables to provide services to any third party.

Notwithstanding the foregoing, You may disclose Indicators to its third party.

Limited Warranty

We warrant that the Services and Products will be provided in a professional manner pursuant to industry standards for the same or similar services. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES PERFORMED AND ANY ITEMS FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DATA, REPORTS,

DOCUMENTATION, DELIVERABLES, HARDWARE AND SOFTWARE OF ANY KIND, AND ANY RECOMMENDATIONS OR CONCLUSIONS CONTAINED THEREIN, ARE PROVIDED "AS IS". WE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

Exclusive Remedy. Our sole obligation and Your sole and exclusive remedy for a breach of our Limited Warranty is to re-perform that portion of the Services that did not comply with the warranty; provided, however, that You notify Us of any such breach within thirty (30) days of delivery of the Service or Product at issue. If after using commercially reasonable efforts We are unable to furnish Services that comply with the above warranty, You will be entitled to a refund of the fees paid to Us for that portion of the Services that did not comply with the warranty.

Indemnification. We agree to defend You from and against any third party claim that Our provision of the Service or Product infringes any copyright, trade secret, or U.S. patent issued as of the Effective Date and will pay You any finally awarded actual costs and/or damages actually paid by You, or agreed to in settlement by Us, provided that: (i) We are promptly notified in writing of such claim; (ii) You grant Us sole control of the defense and any related settlement negotiations; and (iii) You cooperates with Our defense of such claim.

We shall have no obligation for any alleged infringement that arises from: (a) the combination, operation, or use of the Deliverables or Our IP with products, services, information, technologies, or processes not furnished or approved by Us; (b) modifications to the Deliverables or Our IP not made or authorized by US; (c) failure to permit US to update the Service and Products or Deliverables or Our IP; or (d) use of the Deliverables or Our IP except in accordance with the express terms of this Agreement or Our written instructions. Upon the occurrence of a claim for which indemnity is or may be due under this Section, or in the event that We believe that such a claim is likely, We may, at Our sole option (i) appropriately modify the Services and Products, the Deliverables, and/or Our IP so that it becomes non-infringing, or substitute functionally equivalent hardware, software, or services; (ii) obtain a license to the applicable third-party intellectual property rights; or (iii) terminate this Agreement on written notice to You and refund to You a portion of the fees paid by You hereunder for the allegedly infringing Service. THE FOREGOING TERMS STATE OUR SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

Except as specifically set forth in this Section, You agree to hold Us harmless and indemnify Us against all claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of the Services and Products or this Agreement.

Limitation of Liability. OUR CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL AMOUNTS PAID TO US BY YOU UNDER THIS AGREEMENT IN THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. IN NO EVENT SHALL WE BE LIABLE FOR ANY LOST REVENUES OR PROFITS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES PERFORMED UNDER THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS, SERVICES OR OTHER GOODS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The disclaimers, exclusions and limitations of liability set forth in

this Agreement form an essential basis of the bargain between the Parties and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including without limitation the economic terms, would be substantially different.

Export Regulation.

The Services and Products utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly, or indirectly, export, re-export, or release the Services or Products or the software or technology included in the Services and Products to or make the Services and Products or the software or technology included in the Services and Products accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the software or technology included in the Services and Products available outside the US.

US Government Rights

Each of the software components that constitute the Services and Products and the Documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Services and Products and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

Governing Law and Jurisdiction.

This agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of, or related to, this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Binghamton and County of Broome, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

Miscellaneous.

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at <https://www.mjinc.com/contact/us> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to

the Services and Products. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.