

Mobile Application End-User License Agreement

IMPORTANT - READ CAREFULLY: This Mobile Application End-User License Agreement ("EULA") is a binding legal agreement between you (either an individual person or a single legal entity, referred to herein as "End-User," "you" or "your"), on the one part, and Mood Minute Inc., and its subsidiaries and affiliated companies or business entities (collectively referred to herein as the "Company"), on the other part.

This EULA governs your use of the Mood Minute mobile application associated with this ULA, and software product that accompanies said application and this EULA, including but not limited to any associated media, programming, printed or other materials, electronic documentation, associated upgrades, patches, updates, add-on components, web services and/or supplements and related services (the "Application") currently provided or which will be provided by the Company; and this EULA sets forth the basis, terms and conditions upon which the Company makes the Application available to you, to the extent that such items are not accompanied by a separate license agreement or terms of use.

1. ACKNOWLEDGEMENT OF UNDERSTANDING AND AGREEMENT.

BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE APPLICATION, YOU:

(A) ACKNOWLEDGE THAT YOU HAVE READ IN FULL, AND UNDERSTOOD, ALL OF THE TERMS AND CONDITIONS OF THIS END-USER LICENSE AGREEMENT ("EULA");

(B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND

(C) ACCEPT THIS END-USER LICENSE AGREEMENT ("EULA"), AND AGREE THAT YOU ARE LEGALLY BOUND BY ALL OF ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD/ INSTALL/USE THE APPLICATION.

2. Limited Software License Grant.

The Application is protected by intellectual property laws and treaties. The Application is licensed, not sold. This Section of the EULA describes Your general rights to install and use the Application.

The license rights described in this Section are subject to all other terms and conditions of this EULA.

Company grants you a limited, non-exclusive and nontransferable license to: (a) download, install and use the Application for your personal, noncommercial use on the number of computers, devices, workstations, terminals, or other digital electronic devices (each such computer, device, workstation, terminal, or other digital electronic device being referred to herein as a "Device") for which you purchased a license, strictly in accordance with the Application's documentation and this EULA.

3. Intellectual Property Rights. Without limitation of any of the provision of the EULA relating to the Company's intellectual property rights, all title and intellectual property rights in and to the Application (including but not limited to any images, text, and "applets" incorporated into the Application), the accompanying printed materials, and any copies of the Application are owned by the Company or its suppliers. All title and intellectual property rights in and to the content that are not contained in the Application, but which may be accessed through use of the Application, are the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Application contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation. You may not copy the printed materials accompanying the Application.

4. Copy Protection. The Application may include copy protection technology to prevent the unauthorized copying of the Application or may require original media for use of the Application on the Device. It is illegal to make unauthorized copies of the Application or to circumvent any copy protection technology included in the Application.

5. License Restrictions. Licensee shall not: (a) copy the Application, except as expressly permitted by this license; (b) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of or based on the Application, in whole or in part; (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Application or any part thereof; (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Application, including any copy thereof, or from the Application's displayed images, or its packaging; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Application or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; (f) separate the component parts of the Application for use on more than one Device unless expressly permitted by this EULA, due to the Application being licensed as a single product; or (g) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Application.

6. Reservation of Rights. You acknowledge and agree that the Application is provided under license, and not sold, to you. You do not acquire any ownership or other interests in the Application under this EULA, or any other rights thereto other than to use the Application in

accordance with the license granted herein, subject to all terms, conditions and restrictions under this EULA. Company and its licensors and service providers reserve, and shall retain, their entire right, title and interest in and to the Application, including any and all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as expressly granted to you in this EULA.

All rights not expressly granted by this EULA are reserved by the Company.

7. Collection and Use of Your Information. You acknowledge that when you download, install or use the Application, Company may use automatic means (including, for example, cookies and web beacons) to collect information about your Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with this Application is subject to our Privacy Policy at <https://www.minutemood.com> (the "Privacy Policy"). By downloading, installing, using and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. Updates. Company may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Device settings, when your Device is connected to the internet either: (a) the Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this EULA.

9. Support Services. Any supplemental Application code provided to you as part of any Support Services provided by the Company are considered part of the Application and subject to the terms and conditions of this EULA. You acknowledge and agree that the Company may use technical information you provide to the Company as part of the Support Services for its business purposes, including for product support and development. The Company will not utilize such technical information in a form that personally identifies you.

10. Term and Termination. The term of this EULA and licenses granted hereunder commence when you download/install the Application, and shall continue in effect in perpetuity unless terminated per the terms of this Agreement. You may terminate this EULA by deleting the Application and all copies thereof from your Device. Company may terminate this EULA at any

time without notice if it ceases to support the Application, which Company may do in its sole discretion, or if you fail to comply with the terms and conditions of this EULA. Upon termination: (a) all rights granted to you under this EULA will also terminate; and (b) you must cease all use of the Application and delete all copies of the Application and all of its component parts from each and every licensed Device and account.

11. Survival of Specified Company's Rights, and Specified Obligations of Yours, Upon Termination. Termination of this EULA shall not terminate your obligations, or Company's rights to enforce such obligations, as set forth by this EULA for you to not in any way interfere with or infringe upon Company's rights, trademarks, and other intellectual property rights and other rights and interests in the Application as set forth by this EULA, which obligations are intended to, and do, survive termination of the EULA.

12. Remedies for interference with or infringement upon Company's rights. Without limitation of yours or the Company's other rights or remedies at law or in equity relating to the Application and this EULA, you agree that your interference with or infringement upon Company's rights, trademarks, and other intellectual property rights and other rights and interests in the Application as set forth by this EULA, during or after your use of the Application, or during or after termination of this EULA, entitle the Company to: (a) seek injunctive relief to enforce the terms of this EULA, it being agreed by you that any interference with or infringement upon Company's rights, trademarks, and other intellectual property rights and other rights and interests in the Application as set forth by this EULA, will visit irreparable harm upon the Company for which there is no adequate remedy at law, entitling the Company to a TRO and such other injunctive relief as would be necessary to protect and preserve Company's rights, trademarks, and other intellectual property rights and other rights and interests in the Application as set forth by this EULA.

13. Attorneys' Fees and Costs. In the event of litigation between you and the Company's relating to this EULA, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and litigation expenses and costs from the non-prevailing party.

14. LIMITED WARRANTY. The Company warrants that the Application shall perform substantially in accordance with the accompanying materials for a period of ninety (90) days from the date of receipt. If an implied warranty or condition is created by your state/jurisdiction and federal or state/provincial law prohibits disclaimer of it, you also have an implied warranty or condition, BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. Some states/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to you.

Any supplements or updates to the Application, including without limitation, any (if any) service packs or hot fixes provided to you after the expiration of the ninety (90) day Limited Warranty period are not covered by any warranty or condition, express, implied or statutory.

The Company makes no warranty on the accuracy of data produced by the Application, including without limitation, information relating to payroll, credit cards, or sales tax.

YOU ARE NOT ENTITLED TO ANY DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES. The terms of **Section ____** below ("Limitation of Liability/Limitation of Remedies Such as Incidental, Consequential and Other Damages") are also incorporated into this Limited Warranty. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This Limited Warranty gives you specific legal rights. You may have others which vary from state/jurisdiction to state/jurisdiction.

THE LIMITED WARRANTY THAT APPEARS ABOVE IS THE ONLY EXPRESS WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESS WARRANTIES (IF ANY) CREATED BY ANY DOCUMENTATION OR PACKAGING. EXCEPT FOR THE ABOVE LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS SUPPLIERS PROVIDE THE APPLICATION AND SUPPORT SERVICES (IF ANY) "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES (IF ANY), DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OR RESPONSES, OF RESULTS, OF WORKMANLIKE EFFORT, OF LACK OF VIRUSES, LACK OF NEGLIGENCE, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, ALL WITH REGARD TO THE APPLICATION, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE APPLICATION, EXCEPT THE COMPANY WARRANTS THAT THE USE OR SALE OF THE APPLICATION WILL NOT INFRINGE THE CLAIMS OF ANY TRADEMARK, BUT DOES NOT WARRANT INFRINGEMENT BY REASON OF THE USE THEREOF IN COMBINATION WITH OTHER MATERIAL OR EQUIPMENT IN THE OPERATION OF ANY PROCESS.

WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE,

APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

15. LIMITATION OF LIABILITY/LIMITATION OF REMEDIES SUCH AS FOR INCIDENTAL, CONSEQUENTIAL AND OTHER DAMAGES.

YOUR EXCLUSIVE REMEDY from the Company and its distributors and their entire liability and your exclusive remedy shall be, at the Company's option and sole discretion from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the Application, or (b) repair or replacement of the Application, that does not meet this Limited Warranty and that is returned to the Company with a copy of your receipt. You will receive the remedy elected by the Company without charge, except that you are responsible for any expenses you may incur (e.g., cost of shipping the Application to The Company). This Limited Warranty is void if failure of the Application has resulted from accident, abuse, misapplication, abnormal use or a virus. Any replacement Application will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by the Company are available without proof of purchase from an authorized source.

EXCEPT AS OTHERWISE PROVIDED BY THE FOREGOING PROVISIONS OF THIS **SECTION 15**, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS, OR SUCCESSORS OR ASSIGNS, HAVE ANY LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION, INCLUDING SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE APPLICATION, THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES FOR THE APPLICATION, OR OTHERWISE RELATED TO ANY PROVISION OF THIS EULA, EVEN IN THE EVENT OF THE FAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT OR BREACH OF WARRANTY OF THE COMPANY OR ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SERVICE PROVIDERS, OR SUCCESSORS OR ASSIGNS, AND EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS OF THIS **SECTION 15** SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

16. Indemnification. You agree to indemnify, defend and hold harmless Company and its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this EULA. Furthermore, you agree that Company assumes no responsibility for the content you submit or make available through this Application.

17. Export Regulation. The Application may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. 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 Application available outside the United States.

18. Severability. If any term or other provision of this EULA, or any portion of any term or other provision of this EULA, is determined by a Court of competent jurisdiction, governmental or administrative agency, arbitrator or mediator or other like body or tribunal to be invalid, illegal or incapable of being enforced by any rules of law or public policy, all other terms and provisions of this EULA, and remaining portions of any term or other provision of this EULA, shall nevertheless remain in full force and effect to the fullest extent possible.

19. Governing Law. This EULA and its Privacy Policy are governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

20. Choice of Jurisdiction and Venue. Any legal suit, action or proceeding arising out of or related to this EULA, its Privacy Policy or the Application shall be instituted exclusively in the federal courts of the United States, having jurisdiction and forum over McHenry County, Illinois, should federal jurisdiction be appropriate, or the Courts of the State of Illinois, McHenry County, Illinois. You waive any and all objections to the exercise of jurisdiction over you by such courts

and to venue in such courts in any legal suit, action or proceeding arising out of or related to this EULA its Privacy Policy or the Application.

21. Entire Agreement. This EULA (including any addendum or amendment to this EULA which is included with the Application) is the entire agreement between you and The Company relating to the Application and the support services (if any), and all prior or contemporaneous oral or written communications, proposals and representations with respect to the Application or any other subject matter covered by this EULA have been merged and integrated into, and are superseded by, this EULA. To the extent the terms of any The Company policies or programs for support services conflict with the terms of this EULA, the terms of this EULA shall control.

22. Acknowledgement of No Inducement Not Included in EULA. In entering this EULA, you acknowledge that neither you nor the Company has relied on any warranty, representation or other statement not included in this EULA.

23. Modification. Unless otherwise provided by this EULA, no subsequent modification or any of the terms of this EULA shall be valid, binding or enforceable unless made in writing and signed by both you and the Company.

24. Non-Waiver. No consent or waiver, express or implied, by either you or the Company, of any breach or default by the other party in the performance of such other party of its obligations pursuant to the EULA shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations under this EULA of such other party. Failure on the part of either you or the Company to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by the first party of its/his/her rights.

25. Captions, Use of Pronouns, and Use of Singular and Plural Herein. The captions contained in this EULA are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this EULA or the intent of any of its provisions. Pronouns used herein shall include, where appropriate, the masculine, feminine and neuter gender. Words and definitions herein importing the *singular* number include the *plural* and *vice versa*.