



Terms of Services

Effective as of 11/1/2021

1. General Terms

Thank you for selecting the Services offered by Axiom Mentor LLC ("Axiom"). Review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and Axiom (the Party).

This agreement describes the terms governing your use of the products and services ("Service") provided by Axiom. Please review the following terms and conditions concerning your use of this Service. By continuing to use the Service, you agree to the following terms and conditions governing its use. If you are entering into this agreement on behalf of a legal entity or organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to form a binding contract with Axiom. In such case "you" and "your" will refer to that organization. By accessing, using or downloading any materials from the Service, you agree to follow and be bound by these terms and conditions.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services. If you do not agree to this Agreement, then you may not use the Services.

By accessing or using Axiom Services you agree that you are not a person who is prohibited from receiving the Services under the laws of the United States, or any other applicable jurisdiction; and You will comply with this Agreement and all applicable local, state, national, and international laws, rules, and regulations, including applicable trade regulations.

2. Right to Use the Service

The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Axiom. Axiom reserves all other rights in the Services. Until termination of this Agreement and as long as you meet any applicable payment obligations, data limits, and otherwise comply with this Agreement, Axiom grants to you a personal, limited, nonexclusive, nontransferable right and license to use the Services.

You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

- i) Provide access to or give any part of the Services to any third party,
- ii) Reproduce, modify, copy, sell, trade, lease, rent, or resell the Services,
- iii) Decompile, disassemble, or reverse engineer the Services or,
- iv) Make the Services available on any file-sharing or application hosting service.

3. Copyright

The content, organization, graphics, design, compilation, and other matters related to this Service are protected under applicable copyrights, trademarks and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication of any such matters except for what is allowed by the functionalities provided by the Service, is strictly prohibited.

4. Limited License -Permitted Uses

Axiom grants you a non-exclusive, non-transferable, revocable license to access and use the Service solely for your own internal business and strictly in accordance with this Agreement.

5. Restrictions and Prohibitions on Use

Your license for access and use of this Service and any information, materials or documents (collectively defined as "Content and Materials") therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print (except for the express limited purpose permitted by the functionalities of this Service), republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Service or any Content and Materials retrieved from it; (b) use the Service or any materials obtained from the Service to develop, of as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Service; (d) use any Content and Materials from the Service in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Axiom or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or Terms of Use contained in the Service; (f) make any portion of the Service available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future without authority; (g) remove, decompile, disassemble or reverse engineer any Service software or use any network monitoring or discovery software to determine the Service architecture; (h) use any automatic or manual process to harvest information from the Service without authority; (i) use the Service for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Service in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Service or any portion thereof, or any software available on or through the Service, in violation of the export control laws or regulations of the United States.

6. Retention of Rights / Ownership

You and Axiom reserve all rights not expressly granted to the other in this agreement. Without limiting the generality of the foregoing you acknowledge and agrees that: a) Axiom owns all rights, title and interest, including all related intellectual property rights, in and to the Axiom SaaS, Content and Technology and you acknowledge and agree that you do not acquire any rights, express or implied therein, except as specifically set forth in this Agreement: b) any configuration or deployment of the Axiom SaaS shall not affect or diminish Axiom's rights, title and interest in and to the Axiom SaaS, Content and Technology and c) if you suggest any new features, functionality, or performance enhancements for the software that Axiom subsequently incorporates into its software, it shall be the sole and exclusive property of Axiom and shall be free from any confidentiality restrictions that might otherwise be imposed upon Axiom pursuant to this Agreement. This agreement is not a sale and does not convey any rights of ownership in or related to the Axiom SaaS, Content, Technology or Intellectual Property owned by Axiom to you. The Axiom name, logo and its associated product names are trademarks of Axiom and no right or license is granted to use them.

7. Disclaimer of Warranties

YOUR USE OF THE SERVICES, SOFTWARE, AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXIOM, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OF CONTENT IN OR LINKED TO THE SERVICES. AXIOM AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. AXIOM, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

8. Limitation of Liability and Indemnity

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS OR THE SERVICES AGREEMENT(S) TO THE CONTRARY. THE ENTIRE LIABILITY OF AXIOM, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, AXIOM, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET AXIOM SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF AXIOM AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF AXIOM, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Axiom and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your unlawful or unauthorized use of the Services or breach of this Agreement (collectively referred to as "Claims"). Axiom reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Axiom in the defense of any Claims.

9. Nondisclosure / Confidential Information

Each party may have access to information that is confidential to the other party ("Confidential Information"). Axiom's Confidential Information shall include, but not be limited to, Axiom technology, marketing requirements, marketing plans, customer names, prospective customer names, business plans, prices and costs for any of the Axiom products and services and all other information considered by Axiom as confidential, proprietary or non-public. Your Confidential Information shall include, but not be limited to, your Data, your Mentor site, site password(s) and all other information considered by you as confidential, proprietary or non-public. Confidential Information includes all information received from third parties that either party is obligated to treat as confidential and oral information that is identified by either party as confidential.

A parties Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other parties lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information; or (v) is required to be disclosed by law or valid order of a court or other governmental authority; provided, however, that the responding party shall first have given notice to the other party and shall have made a reasonable effort to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party (except third parties who are Users as defined hereunder) or to use each other's Confidential Information for any purpose other than in the performance of this Terms of Service.

Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of this Terms of Service. The parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for a period of three (3) years thereafter; provided, however, that with respect to source code, trade secrets and other highly sensitive confidential information clearly identified as such at the time of disclosure by either party, the nondisclosure obligations set forth herein shall continue indefinitely. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching party shall be entitled to seek immediate

injunctive relief, in addition to whatever remedies it might have at law, at equity, or under this Agreement. Upon termination of this agreement, either party shall, at the written request of the other, destroy or return to the other party any Confidential Information either party may possess and, if requested, certify such return or destruction in writing.

10. Your Data

Axiom shall not use your data for any purpose other than to provide the Service to you. All data submitted by you to the Axiom Service shall remain the sole property of you unless specifically notified in advance. You not Axiom shall have sole responsibility and liability for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all your data.

11. Fees

Services billed on a subscription basis will be billed annually in advance in accordance with the pricing and payment terms presented to you for that service. Subscription fees are non-refundable whether or not or you actively use the service.

12. Taxes

Axiom fees are exclusive of taxes, levies or duties imposed by any taxing authority having jurisdiction. You shall be responsible for payment of all such applicable taxes, levies or duties arising from any transactions between Axiom and you. If Axiom is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide Axiom with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.

13. Availability and Security

Axiom will use commercially reasonable efforts to: (a) make the service available for use not less than 99.5% of the time each month, 24 hours a day, 7 days a week, except for minimal planned downtime (e.g., for maintenance) and events outside of our reasonable control; and (b) maintain the security and integrity of the service and your data using the capabilities of currently available technologies as described on our website.

14. Term

The term of these Terms shall start when first accepted by you and continue in effect until all Services have expired or been terminated as set forth in these Terms. Sections 8 and 9 shall survive the expiration or termination of these Terms. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle unless you are terminating the Agreement for our breach and have so notified us in writing, or unless a refund is required by law

15. Termination for Breach

Either party may terminate these Terms immediately and without penalty, upon providing written notice thereof to the other party, if the other party materially breaches these Terms and, if such breach is curable, fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the non-breaching party (except that the applicable cure period shall be

fifteen (15) days with respect to a breach by you of your payment obligations hereunder). In the event of your material breach, Axiom may, depending on the severity of the breach, immediately suspend your access to and use of the Services, to the extent and for as long as Axiom reasonably determines is necessary to resolve the issue and cure the breach. ContractSafe will notify you of any such suspension within a reasonable period of time, via email or telephone

16. Force Majeure

Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligation under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil, governmental, or regulatory authority, change in any law or regulation, strike, fire, flood, earthquake, storm, pandemic or other like event, disruption or outage of communications, Internet, power or other utility, or other cause which could not have been prevented with reasonable care.

17. Changes

Axiom reserves the right to modify this Agreement, in our sole discretion, at any time. Such modifications may be posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. It is important that you review this Agreement whenever we modify it because your continued use of the Services indicates your agreement to the modifications.

18. Arbitration

You and Axiom agree that, except as provided below, any dispute, claim or controversy arising out of or relating in any way to the Service or this Agreement (a "Claim") will be determined by binding arbitration or small claims court located in Fairfield, County, Connecticut.

If a dispute between the Parties as to any matter hereunder is not settled by negotiation between the Parties, such dispute shall be settled by a decision rendered by a majority of a board of arbitration to be held in Fairfield County, in the State of Connecticut, consisting of one (1) arbitrator having experience in business contract matters. If the parties cannot agree upon the arbitrator, the parties will accept an assignment from the American Arbitration Association ("AAA") in accordance with its rules. Unless provided otherwise in this Agreement or unless the arbitrator shall determine otherwise, the Parties shall share the cost of arbitration equally and each Party shall bear its own counsel fees.

Notwithstanding the foregoing, the parties shall have the right to seek equitable remedies in the Connecticut Superior Court in the Judicial District of New Haven at Derby.

19. Governing Law

This Agreement shall be governed by and construed under the laws of the State of Connecticut without reference to conflict of laws. You agree to comply fully with all relevant export laws and regulations of the United States. Without limiting the generality of the foregoing, You expressly agree that you shall not, directly or indirectly, re-export, divert, or transfer the software, documentation or any direct product thereof to any destination or person restricted or prohibited by U.S. Export Controls.