



# MOJOAUTH MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (“Agreement”) is entered into between MojoAuth, Inc. (“MojoAuth”) and the organization (“Customer”) using MojoAuth’s services as of the date of acceptance.

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## 1. Services and Customer Obligations

### 1.1 MojoAuth’s Obligations

- MojoAuth will provide the Service as described in the Order Form and Documentation.
- MojoAuth grants Customers a non-exclusive, non-transferable right to use the Service during the Term.
- MojoAuth will comply with applicable laws and make commercially reasonable efforts to maintain 24/7 availability.

## 1.2 Customer's Obligations

- Customers will use the Service in compliance with this Agreement and applicable laws.
- Customer is responsible for its users' activities and will not: (a) resell the Service; (b) use the Service to store sensitive data unless specified in the Order Form; (c) send unlawful material or Malicious Code; (d) attempt to gain unauthorized access to the Service.

## 2. Fees and Payment

- Customer agrees to pay the fees set forth in the Order Form.
- Fees are due within 30 days of the invoice date unless otherwise specified.
- Fees are non-refundable except as expressly provided in this Agreement.

## 3. Proprietary Rights

- Customer owns all rights to its Customer Data.
- MojoAuth owns all rights to the Service, including any modifications or improvements.

## 4. Confidentiality

- Each party will protect the other's Confidential Information with reasonable care.
- Confidential Information excludes information that is public knowledge, known prior to disclosure, or independently developed.

## 5. Warranties and Disclaimers

### 5.1 MojoAuth Warranties

- The Service will perform materially in accordance with the Documentation.
- MojoAuth will use industry-standard measures to detect and prevent Malicious Code.

### 5.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, MOJOAUTH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 6. Limitation of Liability

NEITHER PARTY'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT WILL EXCEED THE AMOUNTS PAID BY CUSTOMER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

## 7. Term and Termination

- This Agreement starts on the Effective Date and continues until all Order Forms have expired or been terminated.
- Either party may terminate for material breach if not cured within 30 days of written notice.
- Upon termination, Customer will cease using the Service and MojoAuth will make Customer Data available for retrieval for 30 days.

## 8. General Provisions

- Neither party may assign this Agreement without the other's consent, except to an affiliate or successor.
- This Agreement is governed by the laws of the State of Delaware, without regard to its conflict of laws principles.
- Any disputes will be resolved in the state or federal courts located in Delaware, and the parties consent to the exclusive jurisdiction of such courts.
- If any provision of this Agreement is held to be unenforceable, it will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.
- This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

## 9. Definitions

- "Confidential Information": Non-public information disclosed by either party.
- "Customer Data": Data submitted by Customer to the Service.
- "Documentation": MojoAuth's user guides and documentation for the Service.
- "Malicious Code": Viruses, worms, and other harmful computer code.
- "Order Form": The ordering document specifying the services purchased.
- "Service": MojoAuth's authentication platform, including email and SMS OTP, SSO, and MFA.
- "Term": The duration of the Service subscription as specified in the Order Form.

By using the Service, the Customer agrees to be bound by the terms of this Agreement.