Terms of Service

Last Updated: April 13, 2026

These Terms of Service (the "Terms") are entered into by and between ZebraCat LLC, a Delaware limited liability company doing business as "StriveDB" ("StriveDB," "we," "us," or "our"), and the customer identified on an applicable Order Form ("Customer" or "you"). StriveDB and Customer are each a "Party" and collectively the "Parties."

These Terms govern your access to and use of the StriveDB platform, a software-as-a-service case management platform for victim service providers (the "Platform"). By executing an Order Form that references these Terms, you agree to be bound by these Terms.

1. Definitions

Capitalized terms used in these Terms shall have the meanings set forth in this Section or as defined elsewhere in these Terms.

"Claim"
means any written demand, claim, suit, action, cause of action or proceeding.

"Client"
means any person (including victims) that receives services from Customer and whose information is added to or stored in the Platform.

"Client Agreement"
means an agreement between Customer and a Client authorizing Customer to store the Client's data on the Platform, or such other lawful basis as Customer may rely upon for processing such Client's data.

"Confidential Information"
means information or data (including information or data received by the disclosing Party from any other person and as to which the disclosing Party has confidentiality obligations) (a) fixed in a tangible medium and furnished by one Party to the other Party under these Terms and marked as the confidential or proprietary information of the disclosing Party; (b) otherwise provided or disclosed and stated to be confidential or proprietary at the time the information is provided or in a writing provided within 30 days thereafter which generally describes such information; or (c) that should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. The terms and conditions of an Order Form are the Confidential Information of both Parties.

"Data"

means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, or otherwise, entered, provided, given, supplied or generated by or on behalf of, collected from or otherwise related to current or former Clients (including names, addresses and any other personally identifiable information) or that is uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of Customer in connection with the Platform, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

"Force Majeure Event"

means any act or condition whatsoever beyond the reasonable control of and not occasioned by the fault or negligence of the affected Party; provided, however, that (a) the acts or omissions of a Party's customers (including all Clients), subcontractors, licensors, vendors, providers or suppliers, and (b) financial difficulty shall not be considered Force Majeure Events.

"Governmental Authority"

means any governmental authority of a country, state, commonwealth, territory, or possession thereof, and any political subdivisions or quasi-governmental authority of any of the same, including courts, tribunals, departments, panels, commissions, boards, bureaus and agencies.

"Harmful Code"

means any virus, trojan horse, worm, trap, backdoor, time bomb, drop dead device, spyware, or other software, hardware, computer instructions, programming or technological means whose purpose or effect is to (a) permit unauthorized access to, contaminate, disrupt, disable, erase, interfere with, harm, or otherwise impede in any manner the normal and expected operation of, any software, hardware, data, systems, equipment or facilities, (b) consume computer resources without a corresponding benefit, (c) modify, destroy, record or transmit data or programming without the intent or permission of the user, (d) disable a computer program automatically with the passage of time or under the positive control of any person, or (e) otherwise materially prevent, restrict or impede the use of the Platform by Clients in a way that was not contemplated by these Terms.

"Insolvency Event"

means as to any Party: (a) a receiver, trustee, custodian or similar party is appointed or designated to administer such Party's affairs or otherwise take control of such Party's assets or business operations, (b) such Party files a petition in bankruptcy, (c) such Party makes an assignment for the benefit of creditors, (d) such Party becomes a debtor in a voluntary proceeding under any chapter of the Bankruptcy Code or any applicable laws relating to insolvency, reorganization, liquidation or relief of debtors, (e) an involuntary petition in bankruptcy or other insolvency proceeding is filed against such Party and is not stayed, enjoined, discharged or dismissed within 60 days thereafter, (f) such Party ceases to function as a going concern, subject to a permitted assignment in accordance with these Terms, or (g) such Party takes any action to authorize any of the foregoing actions.

"IP Rights"

means all forms of intellectual property and other proprietary rights and protections throughout the world, including any (a) patents (including any patent applications, together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof); (b) copyrights; (c) Trademarks; (d) Internet domain names; (e) trade secrets; (f) rights in databases and designs (ornamental or otherwise); (g) moral rights, rights of privacy, rights of publicity and similar rights; and (h) other proprietary rights and protections, whether currently existing or hereafter developed or acquired, whether published or unpublished, arising under statutory law, common law, or by contract, and whether or not perfected, including all applications, disclosures and registrations with respect thereto.

"Liabilities"

means all losses, damages, injuries, judgments, assessments, deficiencies, expenses (including court costs, reasonable attorneys' fees and other legal expenses, including those costs incurred at trial and appellate levels) and other liabilities, including damage to tangible and intangible property, personal injuries and death.

"Open Source Software"

means all open source software, public source software, "copyleft" software, shareware, freeware and similar software, as such terms are understood in the software industry, in executable code or source code form.

"Order Form"

means a written quote, subscription plan, proposal, signature page, or similar document executed by both Parties that incorporates these Terms by reference and sets forth, at minimum, the applicable Service Fees, Implementation Fee (if any), Seats, and Initial Term.

"Person"

means an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other organization or entity.

"Platform"

has the meaning set forth in the preamble, and includes any instance of the StriveDB Platform provisioned for use by Customer pursuant to an Order Form.

"Related Party"

(in plural form, "Related Parties") means any owner, parent, partner, affiliate, subsidiary, agent, subcontractor, consultant, officer, director, assignee or hired or leased employee or worker of either Party.

"Customer Security Breach"

means a Security Breach solely to the extent caused by the acts or omissions of Customer or a Client.

"Seat"

means a single subscription access granted under an Order Form, allowing one designated user (an individual, natural person) to access and use the Platform.

"Security Breach"

means any unauthorized access to, use, or disclosure of any Data in the possession or control of StriveDB or any of its Related Parties.

"Security Breach Expenses"

means with respect to a Security Breach, all Liabilities incurred by Customer or any Related Party of Customer with respect to identifying, investigating, preventing reoccurrence of, providing notification of and mitigating such Security Breach, including (a) expenses incurred by Customer or any Related Party of Customer pursuant to law or contractual obligation to provide warning or notice to Clients, Customer's employees, law enforcement agencies, regulatory bodies or other persons; (b) reasonable expenses incurred to investigate, assess or remediate such Security Breach; (c) fines or penalties that Customer or any Related Party of Customer is obligated to pay to any person; (d) reasonable expenses incurred to respond to or address any investigation by law enforcement agencies, regulatory bodies or other persons; and (e) ancillary expenses incurred by Customer or any Related Party of Customer pursuant to law or contractual obligation related to the foregoing, including printing, postage costs and toll-free hotline costs.

"Services"

means the services to be provided by StriveDB to Customer under these Terms, including the Hosting Services and Support Services as defined below.

"StriveDB Platform"

means StriveDB's proprietary software-as-a-service case management and data storage and retention platform for victim service providers, including, individually and collectively, as the case may be and as the context requires: (a) all associated software configurations, items or programs, including third-party software programs and any software programs; (b) all versions of the foregoing, including any versions intended to be used with an internet browser or as a software application downloaded by an end user for use on a mobile or portable device; and (c) any IP Rights related to the foregoing.

"Trademark"

means any trademark, service mark, trade dress, trade name, logo, insignia, or other indicia of source or origin, together with all goodwill associated therewith.

"Updates"

means any patches, fixes, modifications, updates, improvements, enhancements or additions to the StriveDB Platform that StriveDB develops or has developed from time to time, including bug fixes, security vulnerability patches, stability updates, or new or improved feature updates.

2. License and Use

2.1 License Grant

Subject to Customer's compliance with these Terms and the applicable Order Form, StriveDB hereby grants to Customer during the Term a non-exclusive, non-transferable (except as permitted herein), worldwide, royalty-bearing license (the "License") to access and use the Platform solely for Customer's internal business purposes.

2.2 Seats

Each user of the Platform, including Customer's employees, contractors, and any other persons to whom Customer grants access to the Platform, must be assigned a dedicated Seat. The number of Seats included under an Order Form is set forth therein. Each Seat is unique and cannot be shared or used by more than one individual but may be reassigned to a different user if the original user no longer requires access to the Platform. Purchasing additional Seats is required to allow access to the Platform by additional users beyond the number of Seats included in the applicable Order Form.

2.3 Integration and Use

Customer shall be permitted to (i) integrate the Platform into Customer's own internal software or technology platforms, (ii) use the Platform during the Term, and (iii) grant access to the Platform to Customer's employees and contractors, each of whom will require a dedicated Seat. Unless otherwise provided in an Order Form, StriveDB shall have no obligation to provide technological or other assistance to Customer with regard to Customer's integration of the Platform into Customer's software or technology platforms, systems, or applications.

2.4 Acceptable Use

Customer shall not, and shall not permit any user of the Platform to: (a) use the Platform in violation of any applicable law or regulation; (b) attempt to gain unauthorized access to the Platform, any other customer's data, or any systems or networks connected to the Platform; (c) introduce Harmful Code into the Platform; (d) use the Platform to harm, harass, intimidate, stalk, or otherwise injure any person; (e) share Seat credentials or permit any individual other than the assigned user to access the Platform using such credentials; (f) store any Data on the Platform without proper legal authority to do so, including, as applicable, a Client Agreement; or (g) attempt to obtain, derive, or reverse-engineer the source code of the Platform or the StriveDB Platform, or create derivative works of a nature or character similar to either.

2.5 Training and Support

StriveDB's obligation, if any, to provide training, technical support, or other support services is set forth in the applicable Order Form. Absent express provision in an Order Form, StriveDB shall have no obligation to provide such services.

3. Maintenance, Hosting, and Updates

3.1 Maintenance

At all times during the Term, StriveDB shall maintain the Platform to the extent reasonably necessary for the normal operation, use, and enjoyment of the Platform by Customer.

3.2 Hosting Services

During the Term, StriveDB shall, at its own expense, host the Platform (the "Hosting Services"). StriveDB may, in its sole and absolute discretion, provide the Hosting Services through the use of dedicated hardware under StriveDB's direct control or through the use of third-party hosting or cloud computing services (such as Amazon Web Services or Microsoft Azure). In no event shall StriveDB bear liability for any downtime of the Hosting Services arising or resulting from factors outside of StriveDB's direct control.

3.3 Support Services

Except as otherwise provided in an Order Form, StriveDB shall provide only limited support services to Customer to ensure normal, consistent operation of the Platform (the "Support Services").

3.4 Updates

StriveDB may make such Updates to the StriveDB Platform as it, in its sole and absolute discretion, deems appropriate. StriveDB shall apply all such Updates to the Platform, the timing of which shall be determined by StriveDB in a manner reasonably likely to avoid interruptions to Customer's use and enjoyment of the Platform. Except as otherwise provided in an Order Form, StriveDB shall have no obligation to provide customized updates, custom features, or other technological improvements to the Platform.

3.5 Service Failure

In the event of a critical failure of the Platform, defined for purposes of these Terms as any technological fault or issue within StriveDB's control that (i) makes the Platform unavailable or (ii) prevents Customer from using the Platform or otherwise frustrates the purpose for which Customer is using the Platform, StriveDB shall, within forty-eight (48) hours, remediate the critical failure. In the event StriveDB fails to so remediate the critical failure, Customer shall be entitled to a pro-rata credit for the duration of the critical failure, calculated as the number of days during which the failure persisted divided by the number of days in the calendar month(s) in which the critical failure arose, to be applied against the subsequent month's Service Fee (or, for annually billed Order Forms, against the next Service Fee due).

4. Uptime Guarantee

4.1 Uptime Commitment

StriveDB commits to maintaining a monthly average uptime of 99.0% for the Platform. Uptime is defined as the percentage of total possible minutes in a calendar month that the Platform is available through the internet, excluding scheduled maintenance. The calculation of uptime will also exclude outages that result from any actions or inactions of Customer or any third parties and any unforeseen natural events beyond the reasonable control of StriveDB (commonly referred to as force majeure events).

4.2 Scheduled Maintenance

Scheduled maintenance shall not count against the uptime calculation. StriveDB will provide Customer with advance notice of scheduled maintenance. Scheduled maintenance will be conducted in a manner and at times that are intended to minimize impact on Customer and are subject to change at StriveDB's discretion.

4.3 Measuring Uptime

Uptime will be monitored by StriveDB using a combination of internal and third-party monitoring tools. Detailed uptime statistics will be made available to Customer upon request.

4.4 Service Credits

In the event StriveDB fails to meet the committed monthly uptime level of 99%, Customer will be eligible for a service credit as follows:

- For uptime between 98.0% and 98.99%, Customer will receive a service credit equivalent to 5% of the monthly Service Fee.
- For uptime between 97.0% and 97.99%, Customer will receive a service credit equivalent to 10% of the monthly Service Fee.
- For uptime below 97.0%, Customer will receive a service credit equivalent to 15% of the monthly Service Fee.

For Order Forms with annual or other non-monthly billing, the monthly Service Fee shall be calculated as the total periodic Service Fee divided by the number of months in the billing period. Service credits will be applied against future payments due from Customer. The issuance of service credits will be the sole and exclusive remedy of Customer for any failure by StriveDB to meet the uptime commitment.

4.5 Reporting and Claim Process

To receive a service credit, Customer must submit a claim via email to StriveDB's customer support department within 30 days following the end of the month in which the Platform did not meet the uptime commitment. The claim must include (i) the dates and times of each incident that Customer

claims the Platform was not available, and (ii) any logs or reports that substantiate the claims. StriveDB will acknowledge receipt of the claim within 48 hours and will inform Customer within 30 days whether the uptime credit request is approved or rejected.

5. Data

5.1 Ownership of Data

As between the Parties and to the extent that Data can be owned by either StriveDB or Customer, Customer owns all right, title, and interest in and to the Data, including all IP Rights therein, irrespective of whether such Data is stored via the Platform or in any database created as a result of or in connection with the Services. If StriveDB is deemed to have any ownership interest in any Data, including any derivative works thereof, then StriveDB shall assign, and hereby does assign, irrevocably and on a royalty-free basis, all such ownership interest or other rights exclusively to Customer. StriveDB may not use or exploit the Data, including by reproducing, modifying, disassembling, decompiling, translating, reverse engineering, distributing, marketing, disclosing, displaying, transferring, selling, renting, leasing or loaning it. To the extent StriveDB is in possession of any Data in connection with hosting the Platform or portions thereof, upon Customer's request StriveDB shall permit Customer to review or inspect such Data and shall deliver a copy of such Data to Customer in a form and manner reasonably acceptable to Customer.

5.2 Customer Authorization to Store Data

Customer represents and warrants that it has a valid Client Agreement, lawful basis, or other proper legal authority to store on the Platform all Data that Customer uploads, stores, or processes through the Platform. Customer shall promptly remove from the Platform any Data with respect to which such authority is withdrawn or no longer valid.

5.3 StriveDB Data Security Obligations

StriveDB shall adopt and, for the duration of the Term, materially comply with commercially reasonable data security practices consistent with industry best practices and appropriate in light of the sensitivity of the Data, including the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA), to the extent legally required. Without limiting the foregoing, and except as otherwise provided by law, including if otherwise directed by law enforcement agencies or regulatory bodies, in the event of a Security Breach impacting StriveDB (a "StriveDB Security Breach"), StriveDB shall, as soon as practicable upon StriveDB becoming aware of the same: (a) provide Customer with immediate notice upon discovery or notification of such StriveDB Security Breach, (b) immediately investigate and take all steps necessary to identify, prevent, and mitigate the effects of such StriveDB Security Breach, (c) promptly provide Customer a detailed description of such StriveDB Security Breach, the Data accessed, the identity of the affected users or Clients, and such other information as Customer may request concerning the Security Breach, (d) conduct any recovery necessary to remediate the impact of such Security Breach, (e) collect and preserve all evidence concerning the cause and impact of, and remedial actions for, such Security Breach, coordinating and cooperating with Customer in good faith as is reasonably necessary, (f) provide Customer with any relevant documents related to such Security Breach, including any security assessment and security control audit reports, logs and forensic analysis of such Security Breach, and (g) if required by law,

provide notice to individuals or entities whose Data was or may have been exposed, in a manner and format required by law (collectively the "Security Breach Obligations"). The Security Breach Obligations with respect to any such Security Breach shall be at StriveDB's sole cost and expense.

5.4 Customer Security Breach

In the event of a Customer Security Breach, StriveDB shall (a) perform all Security Breach Obligations to the extent requested and as directed by Customer (or its designee(s)), (b) otherwise cooperate with Customer's (or its designee(s)') investigation and remediation of such Customer Security Breach, and (c) otherwise grant Customer (and its designee(s)) sole control regarding the investigation and remediation of such Customer Security Breach. The Security Breach Obligations with respect to any such Customer Security Breach shall be at Customer's sole cost and expense, and StriveDB's provision of the Security Breach Obligations as requested and directed by Customer for such Customer Security Breach shall be at StriveDB's then-current standard rates for professional services.

5.5 Security Breach Expenses

In no event shall StriveDB be liable to Customer or to any third parties for any Security Breach Expenses unless the Security Breach from which such expenses arise is the direct and proximate result of StriveDB's gross negligence or intentional misconduct. In the event such a Security Breach arises from StriveDB's gross negligence or intentional misconduct, StriveDB shall compensate Customer for all Security Breach Expenses reasonably incurred by Customer.

5.6 Data Retention and Deletion

Upon termination or expiration of the applicable Order Form, StriveDB shall make available to Customer, for a period of ninety (90) days, all Data of Customer stored in the Platform and held by or in possession of StriveDB. StriveDB shall thereafter immediately and irretrievably delete all such Data.

6. Fees and Payment

6.1 Service Fees

In consideration of the rights granted to Customer and StriveDB's performance hereunder, and subject to the terms and conditions hereof, Customer shall pay to StriveDB the fees set forth in the applicable Order Form (each a "Service Fee" and collectively the "Service Fees"), on the schedule (monthly, annual, or other) set forth therein, payable in advance unless otherwise stated in the Order Form.

6.2 Implementation Fee and Custom Service Charges

Customer shall pay to StriveDB any implementation fee (the "Implementation Fee"), hourly rates for custom implementation, support, or development services, and any other one-time or recurring charges set forth in the applicable Order Form.

6.3 Taxes

Customer shall be solely responsible for all sales taxes, use taxes, gross receipts taxes, and other applicable taxes, fees, or duties imposed on or resulting from the Service Fees, Implementation Fee, and any additional charges. To the extent such taxes are assessed against or owed by StriveDB to a taxing authority, the same shall be passed on to Customer who shall make payment of all such taxes at the same time and in the same manner as payment of the other costs and fees.

6.4 Late Payments

Service Fees and other amounts owed by Customer that are not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid.

7. Intellectual Property

7.1 Ownership of Platform and StriveDB Platform

As between the Parties, StriveDB shall retain all title and IP Rights in the StriveDB Platform and in the Platform, excluding (a) the Data and (b) all materials provided, purchased, or obtained by or on behalf of Customer (other than by StriveDB) in connection with Customer's use of the Platform (collectively the "Excluded Materials"). Excluded Materials shall be and remain, as between the Parties, Customer's sole and exclusive property. Customer does not acquire any right, express or implied, in the StriveDB Platform or in the Platform other than those expressly granted to Customer in these Terms.

7.2 Third-Party Materials

To the extent that any materials owned by third parties (the "Third-Party Materials") are included in the Platform, StriveDB shall be responsible for obtaining, at StriveDB's sole cost and expense, for the duration of the Term, appropriate licenses to utilize such Third-Party Materials as part of the Platform to the limited extent said Third-Party Materials are included in the Platform.

7.3 Custom Development

Customer may, at any time and from time to time, request that StriveDB make improvements to the Platform ("Platform Improvements"), including new features or improvements or alterations to existing features. StriveDB may, in its sole and absolute discretion, (i) agree to implement the requested Platform Improvements at StriveDB's cost, (ii) develop the requested Platform Improvements at Customer's expense pursuant to an Order Form ("Custom Development Services"), or (iii) decline to implement the requested Platform Improvements. Prior to performing any Custom Development Services, StriveDB shall provide Customer an estimate of the number of hours required and an estimated timeframe of completion. Regardless of any costs borne by Customer with respect to Custom Development Services, StriveDB shall solely own all Platform Improvements and may, at StriveDB's discretion, include the Platform Improvements in the Platform, in the StriveDB Platform, or both, and may adopt and include them in other software offerings to third parties under separate license agreements. To the extent the law grants to Customer any ownership rights in or to the Platform Improvements, including any derivative works thereof, then Customer shall assign, and hereby does assign, irrevocably and on a royalty-free basis, all of such ownership interest or other rights exclusively to StriveDB.

7.4 Reservation of Rights

All rights not expressly granted hereunder by a Party are expressly reserved to such Party. No implied licenses are granted to either Party by the terms hereof and no license rights in favor of either Party shall be created by implication or estoppel.

7.5 Non-Exclusivity

Customer acknowledges and agrees that the License conferred herein is non-exclusive with respect to the StriveDB Platform and that StriveDB may, in its sole and absolute discretion, choose to license the StriveDB Platform to third parties. StriveDB may, at any time during or after the Term, enter into separate agreements to license the StriveDB Platform or any system, software, technology, or offering similar to the StriveDB Platform to any third parties.

8. Term and Termination

8.1 Term

The initial term of each Order Form shall be set forth in the Order Form, or one (1) year from the Effective Date if not specified (the "Initial Term"). Except as set forth below, the Initial Term shall automatically be extended for additional, consecutive one-year terms (each an "Extension Term," and, together with the Initial Term, the "Term"). Not later than thirty (30) days prior to the expiration of the Initial Term or any Extension Term, either Party may deliver notice to the other Party indicating that it wishes to terminate the Order Form at the end of the then-applicable Term.

8.2 Termination for Breach

StriveDB may terminate any Order Form, with immediate effect, in the event Customer fails to pay any Service Fees, Implementation Fee, or other charges when due and fails to cure such non-payment within fifteen (15) days following written notice. Either Party may terminate any Order Form, with immediate effect, in the event the other Party materially breaches any other provision of these Terms or fails to materially perform its obligations arising hereunder and fails to cure any such breach or nonperformance following thirty (30) days' written notice of the same.

8.3 No Termination for Convenience

Neither Party may terminate any Order Form for convenience during the Initial Term or any Extension Term. The right of either Party to decline to renew an Order Form at the end of a Term, as set forth in Section 8.1, is the exclusive means by which a Party may exit an Order Form absent breach.

8.4 Monetary Damages and Equitable Relief

If Customer materially breaches any provision of these Terms and fails to cure such material breach within the applicable cure period, or if such material breach is incapable of being cured, then StriveDB may immediately seek monetary damages and equitable relief as may be available to StriveDB, with all such remedies cumulative and not exclusive of one another.

8.5 Effect of Expiration or Termination

Upon termination or expiration of an Order Form: (a) Customer shall remain responsible for paying all Service Fees and other charges accrued prior to termination or expiration; and (b) all rights and licenses granted by StriveDB hereunder shall expire and have no further legal force or effect. Termination or expiration of an Order Form will not prejudice or affect any right of action or remedy that has accrued or will accrue to either Party due to the other Party's acts or omissions prior to the effective date of the termination or expiration. All provisions of these Terms and the Order Form which by their nature are intended to survive the termination or expiration thereof shall survive such termination or expiration.

9. Representations, Warranties, and Covenants

9.1 Joint Representations

Each Party represents, warrants, and covenants to the other Party during the Term that: (a) it is an entity duly organized, validly existing, and in good standing under the applicable laws of its jurisdiction of formation, and has full power and authority to own and lease its properties and assets and to carry on its business as now being conducted; (b) it has taken all necessary action required by law, its organizational documents, or otherwise to authorize the execution and performance of these Terms and any Order Form, and the transactions required hereby; (c) these Terms and any Order Form executed by such Party are valid and binding obligations of such Party, enforceable in accordance with their terms, except as may be limited by laws of general application relating to bankruptcy, insolvency, reorganization, moratorium and the relief of debtors, and laws governing specific performance, injunctive relief, and other equitable remedies; and (d) the execution, delivery, and performance of these Terms and any Order Form does not and will not violate any provision of such Party's organizational documents, any provision of any agreement or commitment to which it is a party, by which it is bound, or which is applicable to it, or violate any applicable laws.

9.2 By StriveDB

StriveDB represents, warrants, and covenants to Customer during the Term that: (a) StriveDB is, and will remain throughout the Term, the sole and exclusive owner of, or holder of a valid and enforceable right to use pursuant to one or more written agreements, all IP Rights relating to the StriveDB Platform, free and clear of all encumbrances, liens, and security interests of any kind; (b) neither StriveDB's grant of rights to Customer hereunder nor its performance hereunder does or will at any time: (i) require the consent, approval, or authorization of any person, other than those consents, approvals, or authorizations obtained by StriveDB pursuant to written instruments; or (ii) require the provision of any payment or other consideration to any person; (c) the Platform, the Services, and use of the foregoing by or for Clients in accordance with these Terms, do not and will not misappropriate, infringe, or otherwise violate any rights (including IP Rights and rights of privacy or publicity of any person); (d) there is no actual or, to StriveDB's knowledge, threatened Claim regarding the StriveDB Platform or any IP Rights owned by StriveDB; (e) StriveDB's performance hereunder and StriveDB's grant of rights to Customer hereunder, and the Platform and the Services, and the use of the foregoing by or for Clients, does and will comply with all applicable laws; (f) StriveDB will exercise its best efforts to ensure that the Platform and the Services as delivered do not contain any Harmful Code; and (g) the StriveDB Platform does not contain any Open Source Software that requires, has caused, or may cause StriveDB, Customer, any successor in interest to either, or any of their respective licensors to (i) distribute or otherwise make available to the general public any source code for any software or other materials, (ii) license the StriveDB Platform or Platform for the purpose of making modifications or derivative works, (iii) distribute or make available any software or other materials without royalty or with reduced compensation, or (iv) grant a license under any patent rights.

9.3 By Customer

Customer represents, warrants, and covenants to StriveDB during the Term that: (a) it will comply with all applicable laws relating to its performance hereunder; (b) it has a valid Client Agreement or other lawful basis to store on the Platform all Data that it uploads, stores, or processes through the Platform; and (c) Customer will not create or attempt to create any derivative works of a nature or character similar to the StriveDB Platform or the Platform, nor will Customer attempt to obtain, derive, or reverse-engineer the source code of the StriveDB Platform or the Platform.

10. Indemnification; Limitation of Liability

10.1 StriveDB Indemnification

StriveDB shall defend, indemnify, and hold harmless Customer and its Related Parties from and against any Liabilities incurred in connection with any third-party Claims to the extent arising out of, resulting from, or in connection with: (a) StriveDB's material breach of any provision of these Terms or an Order Form, or (b) an allegation that the Platform, the Services, the Third-Party Materials, any IP Rights contained in any of the foregoing, or the use of the foregoing by or for Clients in accordance with these Terms, in whole or part, infringes, misappropriates, or otherwise violates applicable laws or the IP Rights of any person.

10.2 Customer Indemnification

Customer shall defend, indemnify, and hold harmless StriveDB and its Related Parties from and against any Liabilities incurred in connection with any third-party Claims to the extent arising out of, resulting from, or in connection with: (a) Customer's material breach of any provision of these Terms or an Order Form; (b) Customer's use of the Platform; or (c) Customer's receipt or enjoyment of the Services provided hereby.

10.3 Indemnification Procedure

A Party seeking indemnification hereunder (the "Indemnified Party") shall provide the other Party (the "Indemnifying Party"): (a) prompt written notice of any claim subject to indemnification; provided, however, that the Indemnifying Party shall not be relieved of any indemnification obligation hereunder except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt written notice; and (b) reasonable assistance to defend or settle such claim at the Indemnifying Party's expense. The Indemnifying Party shall have sole control of the defense and all related settlement negotiations of such claim, provided that the Indemnifying Party shall not agree to any settlement or compromise that results in any admission on the part of the Indemnified Party, or imposes any obligation or liability on the Indemnified Party, without the Indemnified Party's prior written consent. The Indemnified Party shall have the right to participate in the defense and settlement negotiations of such claim through its own counsel at its own expense.

10.4 Corrective Actions

If the Platform, the Services, the Third-Party Materials, or the use of the foregoing by Customer or by Clients in accordance with these Terms (each, an "Impaired Item"), becomes the subject of a Claim under this Section 10 alleging infringement, misappropriation, or violation of the IP Rights of any person, or if as a result of any such Claim, or the settlement thereof, any of the foregoing is prohibited or enjoined, StriveDB shall, at its sole expense and discretion, do one or more of the following: (a) obtain the rights necessary to avoid such infringement, misappropriation, or violation, with no additional payment or royalty due by Customer, (b) modify the Impaired Item so that it becomes non-infringing, while remaining functionally equivalent to a reasonable extent, subject to Customer's technical approval, or (c) replace the Impaired Item with a non-infringing item of equal quality, utility, and workmanship that achieves a similar level of functionality. If, after using diligent, good faith efforts,

none of the foregoing alternatives are reasonably possible within ninety (90) days of StriveDB becoming aware of such Impaired Item, Customer may, at its discretion, terminate the applicable Order Form.

10.5 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, 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 SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, AND IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY ARISING OUT OF OR RELATING TO THESE TERMS OR ANY ORDER FORM OR ANY CLAIMS RELATED THERETO EXCEED THE AGGREGATE OF THE SERVICE FEES AND, IF APPLICABLE, ADDITIONAL CHARGES PAID OR PAYABLE BY CUSTOMER TO STRIVEDB IN CONNECTION WITH THE APPLICABLE ORDER FORM DURING THE 12 MONTHS PRECEDING THE DATE OF THE INCIDENT, EVENT, OR CLAIM GIVING RISE TO THE LIABILITY. THE FOREGOING STIPULATIONS AND LIMITATIONS REGARDING LIABILITY ARE A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN, REFLECT A FAIR ALLOCATION OF RISK, AND ARE TO SURVIVE, APPLY, AND BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

11. Confidentiality and Public Announcements

11.1 Confidential Information

Each Party shall maintain the other Party's Confidential Information in strict confidence and shall not use such Confidential Information for any purpose other than the purposes of these Terms or disclose such Confidential Information to anyone other than to the recipient's employees, consultants, agents, or advisors who have a need to know such Confidential Information and who are subject to confidentiality obligations at least as stringent as those provided in these Terms. The receiving Party shall remain liable for any unauthorized disclosure or use of Confidential Information by any person to whom the receiving Party disclosed such Confidential Information pursuant to the immediately preceding sentence. Notwithstanding the provisions of this Section, a Party receiving Confidential Information may disclose such Confidential Information (a) pursuant to an order or judgment of any court or governmental body, or (b) pursuant to any applicable law, provided that the disclosing Party in the case of either clause (a) or (b) gives reasonable notice to the other Party in advance of such disclosure (if not prohibited by law); seeks confidential treatment of such information from the person to which the disclosure is made; and discloses only that information that is legally required to be disclosed. The restrictions and obligations set forth in this Section shall not apply with respect to any Confidential Information (other than personally identifiable information) that the receiving Party can demonstrate with written evidence: (i) is or becomes generally available to the public through any means other than a breach by the receiving Party of its obligations under these Terms; (ii) is disclosed to the receiving Party without an obligation of confidentiality by a third party who has the right to make such disclosure; (iii) is developed independently by the receiving Party; (iv) was rightfully in possession of the receiving Party without obligations of confidentiality prior to receipt under these Terms; or (v) is required to be disclosed to enforce rights under these Terms. Upon the conclusion of the Term, at the disclosing Party's request, the receiving Party shall return to the disclosing Party all Confidential Information (including the return of all Data to Customer), together with any copies that may be authorized herein, or, if requested by the disclosing Party, the receiving Party shall destroy such Confidential Information (including Data) and so certify such destruction in writing. This provision does not apply to the content of these Terms, despite the fact that the content of these Terms is defined as "Confidential Information."

11.2 Public Announcements

Neither Party shall (orally or in writing) publicly disclose, issue any press release, or make any other public statement, or otherwise communicate with the media, concerning the existence of an Order Form or the subject matter hereof, without the prior approval of the other Party, except if and to the extent that such Party is required to make any public disclosure or filing with respect to the subject matter hereof (a) by applicable law, (b) pursuant to any rules or regulations of any securities exchange of which the securities of such Party are listed or traded, or (c) in connection with enforcing its rights hereunder.

12. Business Continuity

If StriveDB ceases to conduct business and is no longer able or willing to host the Platform, StriveDB shall convert the source code of the Platform and any related intellectual property held by StriveDB to an Open Source Software model under a customary open source license. StriveDB has retained successor counsel to facilitate this transition. Customers seeking access to the source code, open source licensing terms, or any Data following such cessation of business shall contact such successor counsel at:

Ian M. Alden, Esq.
Law 4 Small Business, P.C.
6801 Jefferson St NE, Ste 220
Albuquerque, NM 87109-4379
Ian@L4SB.com

This Section 12 shall survive any termination or expiration of an Order Form for so long as StriveDB remains in business and for a commercially reasonable period following any cessation of business.

13. HIPAA Compliance

13.1 Business Associate Agreement

If Customer is a Covered Entity or Business Associate under the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder ("HIPAA"), and StriveDB's processing of Data on Customer's behalf would render StriveDB a Business Associate or subcontractor Business Associate under HIPAA, Customer shall not upload, store, transmit, or otherwise cause StriveDB to receive any Protected Health Information ("PHI") through the Platform until the Parties have executed StriveDB's then-current form of Business Associate Agreement (the "BAA"). Customer may request the form of BAA by contacting legal@strivedb.com . Once executed, the BAA is incorporated into and forms part of these Terms, and in the event of a conflict between these Terms and the BAA with respect to the handling of PHI, the BAA controls.

13.2 Customer Responsibility

Customer is solely responsible for determining whether HIPAA applies to its use of the Platform and for requesting and executing the BAA before uploading any PHI. StriveDB is not liable for any Customer upload of PHI prior to execution of the BAA.

14. General

14.1 Notices

Any notice, request, approval, authorization, consent, or other communication required or permitted to be given or made pursuant to these Terms shall be in writing (except where oral notice or notice by email is specifically authorized), addressed to the applicable Party in accordance with the contact information set forth below or in the applicable Order Form, and shall be deemed given: (a) when sent by overnight courier, one business day after deposit with a nationally recognized overnight courier; (b) when sent by registered or certified mail, postage prepaid, five days after deposit with the U.S. Postal Service; or (c) when addressed and delivered by email to the designated email addresses of the receiving Party.

Notices to StriveDB shall be addressed to:

ZebraCat LLC d/b/a StriveDB
1041 N Dupont Hwy #1104
Dover, DE 19901
Attn: Daniel Cannon
Email: legal@strivedb.com

Notices to Customer shall be addressed to the contact information set forth in the applicable Order Form.

14.2 Updates to These Terms

StriveDB may update these Terms from time to time. StriveDB shall provide Customer with at least thirty (30) days' prior notice of any update by email to Customer's notice address or by reasonably prominent in-application notice. The updated Terms shall become effective at the end of such notice period, and Customer's continued use of the Platform thereafter shall constitute acceptance of the updated Terms. For any update that materially reduces Customer's rights or materially increases Customer's obligations, Customer may, by written notice to StriveDB delivered prior to the effective date of the update, terminate the applicable Order Form without penalty, in which case StriveDB shall refund any prepaid Service Fees for the unused portion of the then-current Term.

14.3 Assignment; Binding Effect

These Terms shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. StriveDB may assign these Terms or any Order Form, in whole or in part, at any time and without Customer's consent or notice, including to any affiliate, successor entity, acquirer, or financing party. Customer may not assign these Terms or any Order Form, or any rights or obligations hereunder, without StriveDB's prior written consent, except that Customer may assign these Terms and any Order Form by operation of law or to any successor entity in the event of Customer's transfer of all or substantially all of its assets or stock, merger, spin-off, consolidation, reorganization, or other business combination, upon prior notice to StriveDB. Any assignment or delegation by Customer in violation of this Section shall be void.

14.4 Force Majeure

Neither Party shall be liable for any delay or failure to perform its obligations hereunder to the extent that and for so long as such delay or failure results from a Force Majeure Event, so long as (a) the non-performing Party immediately gives notice to the other Party, (b) the non-performing Party is without fault in causing such default or delay, (c) such default or delay could not have been prevented by reasonable foresight or reasonable precautions and cannot reasonably be circumvented by the non-performing Party through the use of alternate sources or workaround plans, and (d) the non-performing Party takes reasonable steps to avoid or remove such causes of nonperformance as quickly as possible and continues to perform whenever and to the extent reasonably possible. For the avoidance of doubt, any performance failure or delay of StriveDB resulting from StriveDB's failure to comply with its disaster recovery plan shall in no event be excused under this Section.

14.5 Relationship of the Parties

In performing hereunder, StriveDB is acting solely as an independent contractor and not as an agent or employee of Customer. Neither Party undertakes to perform any obligation of the other, whether regulatory or contractual, or to assume any responsibility for the other's business or operations. Nothing contained herein is intended to give rise to, or gives rise to, a partnership, joint venture, agency, fiduciary, employment, or other relationship between the Parties or imposes upon the Parties any of the duties or responsibilities of partners, joint venturers, or employer-employee, beyond the relationship of independent parties to a commercial contract. Neither Party shall hold itself out as having any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other Party.

14.6 Severability

If any provision of these Terms is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded in accordance with this Section, the rest of these Terms is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is held to be unenforceable.

14.7 Waivers

No delay or omission by either Party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any Party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced.

14.8 Remedies

Except as expressly provided otherwise in these Terms, in addition to any remedies provided herein, the Parties shall have all remedies provided at law or in equity. The rights and remedies provided herein or otherwise under the law shall be cumulative and the exercise of any particular right or

remedy shall not preclude the exercise of any other rights or remedies in addition to, or as an alternative of, such right or remedy.

14.9 Further Assurances

Each Party shall, and shall cause its respective Related Parties to, from time to time during the Term, at the request of the other Party and without any additional consideration, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of these Terms and give effect to the transactions contemplated hereby.

14.10 Applicable Law; Jury Waiver

These Terms shall be interpreted, construed, and governed by the laws of the State of Delaware, without regard to any conflicts of law provisions thereof. Any legal action brought under or in connection with the subject matter hereof shall be brought only in the state or federal courts located in the State of Delaware. Each Party irrevocably submits to the exclusive jurisdiction of these courts, agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum or commence any legal action under or in connection with the subject matter hereof in any other court or forum, and waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter hereof in such courts.

THE PARTIES MUTUALLY AGREE THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OR ANY ORDER FORM.

14.11 Time is of the Essence

Time of performance is of the essence hereunder and a substantial and material term hereof.

14.12 Expenses

Each Party shall pay its own costs and expenses associated with the negotiation, execution, and performance of these Terms and any Order Form.

14.13 Entire Agreement; Amendment

These Terms, together with any executed Order Form and any exhibits, schedules, and other documents referred to herein or therein, constitute the entire and exclusive statement of the agreement between the Parties with respect to its subject matter and supersede all oral or written representations, understandings, or agreements relating thereto. Except for updates made pursuant to Section 14.2, these Terms may be amended, modified, supplemented, or changed only by an agreement in writing which makes specific reference to these Terms and which is signed by both Parties. In the event of a conflict between these Terms and the applicable Order Form, the Order Form controls.

14.14 Construction

For all purposes hereof, except as otherwise expressly provided or unless the context otherwise requires: (a) the terms defined herein include the plural as well as the singular and vice versa; (b) words importing gender include all genders; (c) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or"; (d) any reference to an "Exhibit," "Article," or "Section" refers to an Exhibit, an Article, or a Section, as the case may be, of these Terms, all of which are incorporated herein by reference and shall constitute a part of these Terms by such reference; (e) all references to these Terms and the words "herein," "hereof," "hereto," and "hereunder" and other words of similar import refer to these Terms as a whole and not to any particular Exhibit, Article, Section, or other subdivision; (f) captions and headings contained herein are for purposes of convenience only and are not a part of these Terms; (g) the words "including," "included," and "includes" mean inclusion without limitation; (h) whenever a Party's consent or approval is required hereunder, except as otherwise stated herein, such consent will not be unreasonably withheld, conditioned, or delayed; and (i) these Terms have been drafted by StriveDB, but any legal or equitable principles that might require or permit the construction hereof against the drafting Party shall not apply in any construction or interpretation hereof.

14.15 Counterparts

Order Forms incorporating these Terms may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart of an Order Form, by any electronic means intended to preserve the original graphic and pictorial appearance of the document, has the same effect as delivery of an executed original.