Terms of Use

These Terms of Use constitute a legally binding agreement made between you, the Customer, whether personally or on behalf of an entity and SIMBA Chain, Inc. and any subsidiary, arm, division, department, or parent (collectively, "SIMBA" or SIMBA Chain)(and, together, the "Parties"), concerning your access to and use of the SIMBA Chain PowerApps offering (the "Product"). You agree that by utilizing the SIMBA Chain PowerApps offering, you have read, understood, and agree to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THE TERMS CONTAINED HEREIN THEN YOU ARE EXPRESSLY PROHIBITED FROM UTILIZING THE SIMBA POWERAPPS OFFERING AND YOU MUST DISCONTINUE USE.

Supplemental terms and conditions or documents that may be posted to the PowerApps Offering page are hereby expressly incorporated herein by reference. SIMBA reserves the right, in its sole discretion, to make changes or modifications to these Terms of Use and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Product after the date such revised Terms of Use are posted.

Any output, data, or code produced by the Customer's use of the Product may not be used for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject SIMBA to any registration requirement within such jurisdiction or country. Accordingly, those persons or entities who choose to utilize the Product from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Product is intended for users who are at least 18 years of age. Persons under the age of 18 are not permitted to use the Product.

Definitions

Product: The SIMBA Chain PowerApps offering and any software or code accessed, utilized, or used via the SIMBA Chain PowerApps offering.

Customer: The individual or entity and any parent, subsidiary, branch, division, or department of such entity utilizing the Product.

Output: The code, software, applications, or programs generated by the Product or any other tool, website, code, platform, or product owned by SIMBA Chain, Inc. or any parent, subsidiary, or branch of SIMBA Chain, Inc.

Use and Intellectual Property

SIMBA hereby grants Customer access to use the Product and any Output created therefrom for Customer's business or personal purposes, provided Customer complies with the restrictions set forth elsewhere herein.

Any Output created solely by the Customer shall be the property of the Customer and all maintenance, testing, updates, and performance of that Output, as such, shall be the responsibility of the Customer. This term is not intended to infringe on any warranties, express or implied, unless otherwise stated in the terms herein.

The rights to and ownership of any Output created in conjunction with or with the aid, services, consultation or input of SIMBA Chain shall convey in accordance with any separate agreement between the Parties for such services to the extent such agreement exists. Any such agreement shall supersede any relevant or conflicting terms contained herein.

The Customer is granted access to use the Product in accordance with the applicable subscription duration and subject to payment and the termination clauses contained herein. SIMBA Chain retains all right, title, and interest in and to the Product, including without limitation all software used to provide the Product and all logos and trademarks reproduced through the Product. This Agreement does not grant Customer any intellectual property rights in the Product or any of its components.

Unless otherwise indicated, the Product is the property of SIMBA Chain and all trademarks, service marks, and logos contained within the Product are owned or controlled by SIMBA or licensed to SIMBA and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. Except as expressly provided, no part of the Product or any content or mark may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without SIMBA's express prior written permission.

The Customer shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Product's source code.

Fees and Payment

Customer acknowledges that access to the Product and the functional use of any Output may be tied to remaining current with payments and fees associated with the Product. Unless expressly agreed to by separate agreement, SIMBA Chain maintains the right, in its sole discretion, to alter or amend the price, period of services, or any other term related to price related directly to the

Product. By operating within the Microsoft PowerApps infrastructure, the Customer also acknowledges any Terms and Conditions related thereto.

User Representations

By using the Product, the Customer represents and warrants that: (1) all registration information submitted will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Product through automated or non-human means, whether through a bot, script or otherwise; (6) YOU WILL NOT USE THE PRODUCT FOR ANY ILLEGAL OR UNAUTHORIZED PURPOSE; AND (7) YOUR USE OF THE PRODUCT WILL NOT VIOLATE ANY APPLICABLE LAW OR REGULATION.

If you provide any information that is untrue, inaccurate, not current, or incomplete, SIMBA maintains the right to suspend or terminate the Customer's account and refuse any and all current or future use of the Product, its Output, or any portion thereof.

Prohibited Activities

As a user of the Product and any Output created therefrom, you agree not to:

1.   Circumvent, disable, or otherwise interfere with security-related features of the Product.
2.   Trick, defraud, or mislead SIMBA or any users of the generated Output.
3.   Make improper use of SIMBA's support services or submit false reports of abuse or misconduct.
4.   Interfere with, disrupt, or create an undue burden on SIMBA offered products or the networks or services connected to the Product or its Output.
5.   Use the Product or its Output in order to harass, abuse, or harm another person.
6.   Use the Product or its Output as part of any effort to compete with SIMBA.
7.   Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up the Product.
8.   Attempt to bypass any measures of the Product or the PowerApps Marketplace designed to prevent or restrict access to the Product.
9.   Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text).
10.   Use the Product or its Output in a manner inconsistent with any applicable laws or regulations.

Guidelines for Reviews

Customer may have access to areas to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory

references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative. SIMBA Chain maintains the right, in its sole discretion to delete reviews that fail to comply with this policy.

Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such submissions, and you hereby warrant that any such submissions are original or that you have the right to submit such submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your submissions.

U.S. Government Rights

Our services are "commercial items" as defined in Federal Acquisition Regulation ("FAR") 2.101. If our services are acquired by or on behalf of any agency not within the Department of Defense ("DOD"), our services are subject to the terms of these Terms of Use in accordance with FAR 12.212 (for computer software) and FAR 12.211 (for technical data). If our services are acquired by or on behalf of any agency within the Department of Defense, our services are subject to the terms of these Terms of Use in accordance with Defense Federal Acquisition Regulation ("DFARS") 227.7202-3. In addition, DFARS 252.227-7015 applies to technical data acquired by the DOD. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data under these Terms of Use.

Force Majeure

If performance of these Terms or any obligation under these Terms is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An

act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Termination

These Terms of Use shall remain in full force and effect while you use the Product. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE PRODUCT
(INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE PRODUCT OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If SIMBA terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

Warranties

SIMBA Chain does not warrant that the Product will perform without error or that it will run without immaterial interruption. Unless provided for elsewhere, SIMBA Chain provides no warranty regarding, and will haven no responsibility for, any claim arising out of a modification of the Product or any Output made by anyone other than SIMBA Chain, unless SIMBA Chain approves such modification in writing.

In the event of breach of any warranty, whether express or implied, SIMBA Chain shall (a) repair the issue in question; (b) take reasonable steps to replace any software in question with software of similar functionality; or (c) if such attempts do not succeed after 3 days, refund all amounts paid by Customer from the time notice was provided by Customer of the issue. The preceding sentence, in conjunction with Customer's right to terminate its subscription for breach where applicable, states Customer's sole remedy and SIMBA Chain's entire liability for breach of any warranty.

Customer acknowledges that there are risks inherent in internet connectivity that could result in the loss of Customer's privacy, data, confidential information, and property.

Governing Law and Jurisdiction

These Terms shall be governed by and defined following the laws of the State of Indiana. SIMBA Chain Inc. and the Customer irrevocably consent that the courts of Indiana in St. Joseph County shall have exclusive jurisdiction to resolve any dispute which may arise in connection with these terms.

Dispute Resolution

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each a "Dispute" and collectively, the "Disputes") brought by either Customer or SIMBA (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating any action. Such informal negotiations commence upon written notice from one Party to the other Party.

Limitation of Liability

EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BREACH OF ANY TERM, COVENANT, REPRESENTATION, WARRANTY OR OBLIGATION CONTAINED HEREIN. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER OR ANY THIRD PARTY EXCEED THE MONETARY AMOUNTS CONTEMPLATED BY THESE TERMS OR THE USE OF THE PRODUCT BY CUSTOMER.

Severability

If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

Attorney's Fees to Prevailing Party

In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

Indemnification

Customer shall defend, indemnify and hold harmless SIMBA and its affiliates, parents, owners, directors, officers and employees from and against any and all suits, actions, penalties, damages, losses, liabilities, costs (including without limitation, reasonable attorneys' fees), and judgments (1) arising as a result of or in connection with any third-party claim relating to the products and

services of SIMBA or (2) as a result of any breach by Customer of any representation or obligation as set forth in this or any agreement between Customer and SIMBA in effect at the time of such breach.

Construction and Interpretation

The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

Assignment

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

No Waiver

Neither party will be deemed to have waived any of its rights under these Terms by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of these Terms will constitute a waiver of any other breach of these Terms.