

**Subscription Agreement
Between HiPER Solutions LLC
and [Organization Name]**

This Subscription Agreement (the “**Agreement**”) is entered into by and between HiPER Solutions LLC (“**HiPER**”), a Delaware limited liability company with its business address located at 440 Davis Court, Suite 1106, San Francisco, CA 94111 (“**HiPER**”), and [Organization Name] (“**Client**”). This Agreement sets forth the terms and conditions regarding Client’s Subscription. HiPER’s standard Terms of Service located [SEE SEPARATE DOCUMENT] (the “**Terms**”) are specifically incorporated into this Agreement as an integral component hereof. All capitalized terms used and not expressly defined in this Agreement will have the meanings given to them in the Terms. This Agreement shall be deemed effective as of the earlier date Client (i) executes the Agreement as indicated below or (ii) accepts this Agreement via electronic signature (the “**Effective Date**”).

1. **HiPER Platform:** Subject to Client’s compliance with the terms of this Agreement, HiPER shall provide licenses for up to [Number of Units] [MFR Part Number] and a Team Lead will be designated by Client for each [MFR Part Number] for the term of this Agreement. Each Team Lead enters goals and metrics into HiPER Platform. Up to [Number of Team Members] Team Members may complete an online survey measuring attributes of a successful team up to two (2) times per year plus an optional one (1) time use of the executive insight tool.

2. **Advanced Support Services:** During the Subscription Term, HiPER shall provide the following experiences and services in connection with the HiPER Subscription:

- a. HiPER Remote Support Resource – Monthly interpretation of insights from an HiPER Remote Support Resource.
- b. Objectives Definition – Remote Resource Support provided to Team Lead on best practices regarding defining outcomes, goals and metrics.
- c. Periodic Team and Team Lead Interactions – Remote periodic individual interactions and up to two (2) one-half (½) day team observations and report out of survey findings.
- d. HiPER Learnings – Team Lead to receive periodic HiPER Learnings that HiPER shares either verbally or in writing.
- e. HiPER Networking – The Team Lead may educational receive networking opportunities via meeting [Number of HiPER to HiPER Introductions] HiPER to HiPER Introductions.
- f. Cast of Characters (i.e. stakeholders) – Up to [Number of Cast of Characters] have opportunity to provide team feedback either online or through Remote Resource Support, will be aggregated for Team Lead.

3. **Fees; Payment Terms.** (a) In consideration for the HiPER Subscription and the Services provided by HiPER to Client, Client will pay HiPER an amount not to exceed [Total Dollar Amount] US dollars. Any additional services outside the scope of Services set forth above shall be specified in a separate agreement or statement of work. Any such additional services shall be based on HiPER’s then-current rates for such additional services. Client acknowledges that the Subscription Fee is for the contemporaneous exchange of access to the Subscription Services. Accordingly, the Subscription Fee shall be fully earned by HiPER upon the commencement of the Subscription and, unless otherwise agreed to by HiPER in writing, no portion of the Subscription Fee shall be returned to Client in the event of any termination of the Agreement.

(a) Should Client decide to change a Team Lead during the Subscription Term there will be a \$75,000 onetime charge at the time of change. Should Client hire any candidates during the Subscription Term, or up to 12 months thereafter, that are referred by HiPER, Client agrees to pay to HiPER a fee of 33 1/3% of the hire’s

total first year compensation (base + bonus + other compensation equivalents). Client agrees to provide HiPER with a summary of any such hire's total compensation package prior to the start date of such hire's employment with Client.

(b) All payments are due within [receivable days {default of thirty (30)}] days of receiving HiPER's invoice. To the extent permitted under applicable law, past due accounts and sums improperly deducted shall accrue interest at the lower of (i) twelve percent (12%) per annum or (ii) the highest rate permitted by applicable law. Additionally, Client shall pay to HiPER all costs and expenses incurred by HiPER in seeking collection of any amounts owed by Buyer to HiPER.

4. **Subscription Term.** The Subscription shall continue for a period of [# of years [default of 1]] consecutive years from the Effective Date

5. **Confidentiality.** HiPER acknowledges that its relationship with the Client is one of high trust and confidence and that in the course of providing the HiPER Subscription to the Client, HiPER will have access to and contact with Client's Confidential Information. HiPER agrees that during the Subscription Term, or at any time thereafter, HiPER shall not use or disclose any Client Confidential Information except as expressly set forth in the Terms.

6. **Severability.** If any provision or provisions of this Agreement will, for any reason, be deemed unenforceable or in violation of law, such unenforceability or violation will not affect the remaining provisions of this Agreement, which will continue in full force and effect and be binding upon the Parties to this Agreement.

7. **Disputes.** This Agreement shall be governed by the laws of the State of California. All disputes arising out of this Agreement are subject to the limitations of liability and dispute resolution and arbitration processes set forth in the Terms.

8. **Electronic Signatures.** This Agreement may be executed in counterparts which, when taken together, shall constitute one and the same instrument. Facsimile, electronic or scanned signatures shall have the same effect as original signatures.

9. **Terms of Service.** Client acknowledges and agrees that Client's use and access to the HiPER Subscription is subject to the Terms located at [SEE SEPARATE DOCUMENT], and Client hereby expressly agrees to the Terms. If any item in this Agreement conflicts or is inconsistent with any terms and conditions set forth in the Terms, the terms of this Agreement will control solely with respect to the subject matter herein.

10. **Entire Agreement.** The parties agree that this Agreement, as well as the Terms, constitutes the entire agreement between the parties with respect to the subject matter hereof, and that this Agreement may be amended, and the observance of any term may be waived, only with the written consent of both parties. HiPER's failure to object to provisions contained in any communication from Client will not be deemed a waiver of any provision herein. Any additional or different terms proposed by Client are hereby deemed material, are objected to, and are rejected by HiPER unless specifically accepted in a hand-signed writing by an authorized representative of HiPER. Any waiver by either Party hereto of any provision of this Agreement will not be construed as a waiver of any other provision of this Agreement, nor will such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

By accepting this Agreement, you hereby (i) acknowledge that you have read, understand, and agree to be bound by this Agreement (including the Terms), (ii) you represent that you have the authority to enter into this Agreement (including the Terms), on behalf of Client, and to bind the Client to the terms of this Agreement (including the Terms), and (iii) you agree that Client is entering this Agreement (including the Terms) with HiPER. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TERMS, OR IF YOU DO NOT HAVE SUCH AUTHORITY, DO NOT ACCEPT THIS AGREEMENT.

If you have any questions about this Agreement or the Terms, please contact info@thehsg.com.

Acknowledged and agreed to:

Organization Name

By: _____

Name: _____

Title: _____

Date: _____

Billing Contact: _____

Address

TERMS OF SERVICE

These Terms of Service (“Agreement”) is between the Customer, identified in the Purchase Order, Annex, Statement of Work, or similar document, having its principal place of business as set forth in said document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of HiPER Solutions LLC (“HiPER”) with its principal place of business at 440 Davis Court, Suite 1106, San Francisco CA 94111. This Agreement governs the Customer’s use of the Supplier software (the “Licensed Software”) and the Supplier documentation made available for use with such software. “You” or “Customer” or “Licensee” means the Government Customer (Agency) who, under GSA Schedule Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP 4800.21, as may be amended from time to time.

Use of the HiPER Website and Services is also governed by our Privacy Policy, which is incorporated into these Terms by this reference. If you do not agree to all of the terms and conditions of these Terms or the Subscription Agreement, or if you do not have such authority, do not accept the Subscription Agreement and do not access or use the HiPER Subscription.

1. DEFINITIONS

- “Authorized Users” means Team Leads and Team Members.
- “Blind Data” means any and all aggregated non-personally identifiable data or information resulting from Client’s or its Authorized Users’ use of the HiPER Platform, Services or any other services provided by HiPER.
- “Client Data” means any and all data or information (including personally identifiable information) of Client or its Authorized Users, provided to HiPER or submitted through the HiPER Platform by Client or its Authorized Users, or collected by HiPER or a third party on behalf of Client, in connection with the HiPER Subscription or any other services provided hereunder.
- “Feedback” means any and all suggestions and feedback provided to HiPER by Client or Authorized Users regarding the functioning, features, and other characteristics of the HiPER Platform, Services, or other materials or services provided or made available by HiPER under the applicable Subscription Agreement.
- “Fees” means the Subscription Fee and any and all other fees and expenses payable by Client to HiPER under these Terms or the Subscription Agreement for Client’s access and use of the HiPER Subscription or other services provided by HiPER to Client hereunder.
- “HiPER Subscription” means the HiPER Platform and Services made available to Client by HiPER as further set forth on the applicable Subscription Agreement.

- “HiPER Platform” means HiPER’s proprietary online platform service and online survey tools made available to Client, solely over the internet, by HiPER to Client under these Terms.
- “HiPER Website” means HiPER’s website located at www.thehsg.com or any other website designated by HiPER.
- “Intellectual Property Rights” means patents and patent applications, inventions (whether or not patentable), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, mask-work rights, moral rights, author’s rights, and other intellectual property rights, as may exist now or hereafter come into existence, and all derivatives, renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction.
- “Services” means the experiences and services described in the applicable Subscription Agreement to be provided by HiPER to Client as part of the HiPER Subscription.
- “Subscription” means a subscription purchased by Client to access and use the HiPER Subscription.
- “Subscription Agreement” means the electronic or written subscription agreement entered into between Client and HiPER for the subscription purchased by Client for access and use of the HiPER Subscription provided by HiPER during the Subscription Term.
- “Subscription Term” means the term set forth on the Subscription Agreement for the applicable Subscription purchased by Client for the HiPER Subscription.
- “Subscription Fee” means the subscription fee set forth on the Subscription Agreement and payable by Client to HiPER for the Subscription to the HiPER Subscription.
- “Team Lead” means an employee or contractor of Client who is authorized to use the HiPER Platform as set forth in the Subscription Agreement and designated by Client as the team leader to input team data, access and manage reports, delineate goals, and check subscription progress through the HiPER Platform, solely for Client’s internal business purposes, and otherwise in compliance with these Terms.
- “Team Members” means employees or contractors of Client who are authorized to use the HiPER Platform as designated in the Subscription Agreement, solely for Client’s internal business purposes, and otherwise in compliance with these Terms. For the avoidance of doubt, the term “Team Members” shall not include Team Leads.

2. HIPER SUBSCRIPTION; RESTRICTIONS; SERVICES

(a) HiPER Subscription. Subject to the terms and conditions of these Terms and the applicable Subscription Agreement, HiPER shall provide the HiPER Subscription, during the Subscription Term, to Client and its Authorized Users as further set forth on the Subscription Agreement.

(b) HiPER Platform. Subject to these Terms and the Subscription Agreement (including the payment of applicable fees), HiPER will provide Client and its Authorized Users, during the Subscription Term, access to the HiPER Platform. HiPER hereby grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, revocable license, solely during the Subscription Term, to access and use, and permit its Authorized Users to access and use, the HiPER Platform, over the Internet, solely for Client's internal business purposes and in accordance with the usage parameters set forth in the Subscription Agreement.

(c) Restrictions. Client acknowledges that the HiPER Platform embodies, contains, and constitutes valuable trade secrets of HiPER and its licensors. Client agrees that it will not, and it will not permit any Authorized User or third party to: (i) modify, adapt, translate or create derivative works based on the HiPER Platform; or (ii) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the HiPER Platform; or (iii) distribute, license, sublicense, assign, transfer or otherwise make available to any third party any HiPER Platform, except to the extent expressly permitted herein; or (iv) access or use the HiPER Platform other than as expressly set forth in these Terms. HiPER reserves all rights and licenses not expressly granted to Client herein and no implied license is granted by HiPER. Client agrees not to remove, alter, or obscure in any way any proprietary rights notices (including copyright notices) of HiPER or its suppliers on or within the HiPER Platform or any materials provided by HiPER in connection with the HiPER Subscription. Client acknowledges and agrees that any non-compliance by any Authorized User with any of the requirements above or these Terms will be deemed a breach by Client of these Terms and the applicable Subscription Agreement.

(d) Services. Subject to these Terms and the Subscription Agreement (including the payment of applicable fees), HiPER will provide Client the Services specified in the applicable Subscription Agreement (which, for the avoidance of doubt, excludes technical support). The scope, timeline and tasks of the parties with respect to the Services shall be as specified in the applicable Subscription Agreement.

3. CLIENT DATA

(a) Client Data. HiPER will use reasonable measures to protect the personally identifiable information of Client and its Authorized Users submitted or provided to HiPER in connection with the HiPER Subscription. Client grants to HiPER a non-exclusive, perpetual, royalty-free, fully-paid, worldwide license, to any and all Client Data reasonably necessary for HiPER to provide Client the HiPER Subscription and other services hereunder. Client represents and warrants that it has all the rights necessary to grant the licenses granted herein to HiPER in and to such Client Data.

(b) Blind Data. HiPER shall have the right to utilize data capture, syndication and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze

Blind Data. To the extent that any Blind Data is collected by HiPER, such Blind Data shall be solely owned by HiPER and may be used by HiPER for any lawful business purpose without a duty of accounting to Client, provided that the Blind Data is used only in an aggregated form, without specifically identifying the source of the Blind Data.

4. CLIENT OBLIGATIONS

(a) Access Credentials. Client understands and agrees that Client will be solely responsible for Client's, and its Authorized Users', use of Client's account associated with the HiPER Platform. Client shall be solely responsible for ensuring the security and confidentiality of access credentials for use with the HiPER Platform. Client and its Authorized Users will comply with all HiPER rules and regulations and security restrictions in connection with use of the HiPER Platform.

5. FEES AND PAYMENT TERMS

(a) Fees. Client shall pay HiPER Fees specified in the Subscription Agreement, purchase order, or statement of work (as applicable) in accordance with the terms specified therein. Unless otherwise specified on such Subscription Agreement, purchase order or statement of work, all Fees due hereunder are payable in United States dollars and based on the Subscription to the HiPER Subscription or other services purchased by Client and not actual usage. Client acknowledges and agrees that HiPER incurs substantial administrative and technical costs in providing the HiPER Subscription.

6. OWNERSHIP

HiPER, and its suppliers and licensors, as applicable, retain all right, title and interest in and to all Intellectual Property Rights in the HiPER Platform and materials provided or made available to Client in connection with the services provided by HiPER, and any and all modifications, updates, and enhancements to the foregoing items. If Client suggests any new features, functionality or performance for HiPER Platform or Services or other Feedback that HiPER subsequently adopt,, Client hereby acknowledges that (i) HiPER shall own, and has all rights to use, such suggestions and Feedback and the HiPER Platform or other software or Services incorporating such new features, functionality, or Feedback shall be the sole and exclusive property of HiPER; and (ii) all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon HiPER.

7. CONFIDENTIALITY

"Confidential Information" means, with respect to (a) HiPER: (i) the HiPER Platform and Feedback, and (ii) any and all proprietary and non-public and all information and/or materials provided or disclosed by HiPER to Client in connection with HiPER or the HiPER Subscription, and (b) with respect to Client: (i) Client Data (excluding Blind Data), (ii) any invention, formula, customer information, trade secret, business plan, or employee list of

Client's that is disclosed, made available, or provided to HiPER by Client in the course providing the HiPER Subscription, and (ii) all materials and information disclosed in connection with the HiPER Subscription that are marked "confidential" by Client or that HiPER knows or should have known, under the circumstances, are considered confidential by Client. Each party receiving (the "Receiving Party") Confidential Information of the other party (the "Disclosing Party") will: (c) not disclose to any third party or cause to be disclosed any Confidential Information unless authorized in writing by the Disclosing Party; (d) refrain from using the Disclosing Party's Confidential Information except to the extent authorized under the Agreement; and (e) preserve and protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care the Receiving Party uses to protect its own Confidential Information, but in no event less than reasonable care. Confidential Information does not include information that is: (f) publicly available through no fault of the Receiving Party; (g) otherwise known by the Receiving Party through no wrongful conduct of the Receiving Party and without confidentiality restrictions; (h) disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; or (i) independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. The Receiving Party may disclose the Disclosing Party's Confidential Information without violating this Section to the extent that such disclosure is (j) necessary for the Receiving Party to enforce its rights under these Terms or (k) required by law or court order; provided, however, that the Receiving Party shall first give the Disclosing Party prompt notice of such order so that the Disclosing Party may take appropriate actions to protect its rights, including seeking a protective order or other appropriate remedy.

8. TERMINATION

(a) Termination for Cause. Either party may terminate the Subscription Agreement if the other party materially breaches any provision of these Terms or the Subscription Agreement (which, on the part of Client, shall include failure to pay any undisputed Fees) and such material breach remains uncured thirty (30) days after delivery of written notice to the breaching party describing such breach in reasonable detail. The foregoing rights of termination are in addition to any other rights and remedies provided in these Terms or Subscription Agreement or under applicable law.

(b) Effects of Termination. Upon expiration of the applicable Subscription Term, or earlier termination of these Terms or the Subscription Agreement, Client shall cease (and require all Authorized Users to cease) using the HiPER Platform, and shall destroy, any and all HiPER Confidential Information, and all copies thereof, in Client's possession or control. Upon any termination of these Terms or the Subscription Agreement for any reason, any unpaid Fees for the entire term of the then-current Subscription Term shall be immediately due and payable.

(c) Survival. The following Sections of these Terms will survive expiration of the applicable Subscription Period or any termination of the Subscription Agreement: 1, 2(c), 3, 4(b), 5, 6, 7, 8, 9(c), 10, 11, 12, 13 and 14.

9. DISCLAIMER

THE HIPER PLATFORM, SERVICES AND ANY OTHER MATERIALS OR CONTENT PROVIDED BY HIPER ARE PROVIDED AS-IS. HIPER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH REGARD TO THESE TERMS OR THE HIPER PLATFORM, SERVICES, OR ANY OTHER MATERIALS OR CONTENT PROVIDED BY HIPER, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. HIPER DOES NOT WARRANT THAT THE HIPER PLATFORM, SERVICES, OR ANY OTHER MATERIALS OR CONTENT PROVIDED BY HIPER WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE RESULTS OF THEIR USE WILL BE CORRECT, ACCURATE, OR RELIABLE. CLIENT ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES AND THAT NO WARRANTIES ARE MADE BY ANY OF HIPER'S SUPPLIERS.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL HIPER BE LIABLE, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, WORK STOPPAGE, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OR IMPAIRMENT OF OTHER ASSETS, ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE SUBSCRIPTION AGREEMENT OR HIPER'S PERFORMANCE THEREUNDER OR ANY RESULTS OR RECOMMENDATIONS RESULTING FROM THE USE OF THE HIPER PLATFORM, SERVICES, OR OTHER MATERIALS OR CONTENT PROVIDED BY HIPER OR THE USE, MISUSE, OR THE INABILITY TO USE, IN WHOLE OR IN PART, THE HIPER PLATFORM, SERVICES OR OTHER MATERIALS OR CONTENT PROVIDED BY HIPER, OR WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT HIPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HIPER'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR IN CONNECTION WITH THESE TERMS, THE SUBSCRIPTION AGREEMENT, AND THE HIPER PLATFORM, SERVICES AND OTHER MATERIALS AND CONTENT PROVIDED BY HIPER, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, EXCEED THE ONE-THIRD (1/3) OF SUBSCRIPTION FEE (CORRESPONDING TO THE HIPER SUBSCRIPTION IN RESPECT OF WHICH THE LIABILITY AROSE) ACTUALLY PAID TO HIPER BY CLIENT UNDER THE SUBSCRIPTION AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO A CLAIM ARISING HEREUNDER. CLIENT AGREES THAT HIPER'S LICENSORS AND SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THESE TERMS OR THE SUBSCRIPTION AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES SET FORTH IN THESE TERMS.

11. EXCLUSIONS

Notwithstanding anything in these Terms to the contrary, HIPER will have no responsibility or liability of any kind under these Terms, arising or resulting from: (a) problems caused by failed Internet connections or other hardware, software or equipment which is not owned,

controlled or operated by HiPER; (b) nonconformities resulting from Client's, its Authorized Users', or any third party's misuse, abuse, negligence, or improper or unauthorized use of all or any part of the HiPER Platform, Services or other materials provided by HiPER; (c) modification, amendment, revision, or change to the HiPER Platform by any person other than HiPER; or (d) any Act of God, epidemic, pandemic, actions of any government or any governmental body, war, insurrection, acts of terrorism, the elements, strikes or labor disputes, or other similar or dissimilar causes beyond HiPER's control. Client acknowledges that the performance of certain of HiPER's obligations may require the cooperation of third parties designated by HiPER and outside the control of HiPER. In the event such third parties fail to cooperate with HiPER in a manner that reasonably permits HiPER to perform its obligations, such failures shall be considered as causes beyond the control of the HiPER for the purposes of this Section and shall not be the basis for a determination that HiPER is in breach of any of its obligations under this Agreement or is otherwise liable.

12. GOVERNING LAW; DISPUTE RESOLUTION

These Terms and the Subscription Agreement shall be governed by the laws of the state of California, United States, without giving effect to any conflicts of laws principles.

Before resorting to formal dispute resolution in accordance with this Section, HiPER encourages Client to first contact HiPER directly to seek a resolution. Client and HiPER agree that any and all disputes or claims may arise between Client and HiPER relating in any way to these Terms, the Subscription Agreement or Client's use, or inability to use, the HiPER Platform or Services, shall be resolved exclusively through final, binding and confidential arbitration. The location of arbitration shall be San Francisco, California, USA, and the arbitration shall be conducted under the rules of the American Arbitration Association, as such rules are then prevailing, provided that the arbitrator and the parties shall comply with the following: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be binding, final, and confidential, and may be entered in any court of competent jurisdiction. Notwithstanding anything in these Terms to the contrary, to the extent Client has in any manner violated or threatened to violate any of HiPER's intellectual property rights, HiPER may seek injunctive or other appropriate relief in any state or federal court with competent jurisdiction in any country, including in the State of California, United States of America, and Client consents to the personal jurisdiction and exclusive venue in such courts.

13. MISCELLANEOUS

Neither the rights nor the obligations arising under these Terms of the Subscription Agreement are assignable by Client, and any such attempted assignment or transfer shall be void and without effect. Any waiver, amendment or modification of any provision of these Terms or the Subscription Agreement must be in writing and executed by both

parties. The failure of either party to exercise any right provided for by these Terms or the Subscription Agreement shall not be deemed a waiver of that right. Each party represents and warrants to the other that the execution and delivery of these Terms and the Subscription Agreement and the performance of such party's obligations thereunder have been duly authorized and that these Terms and the Subscription Agreement are a valid and legal agreement binding on the party and enforceable according to their terms. If any term or provision of these Terms or the Subscription Agreement are determined to be illegal, unenforceable, or invalid in whole or in part for any reason, that provision shall be stricken from these Terms or the Subscription Agreement, as applicable, and shall not affect the legality, enforceability or validity of the remainder of these Terms or the Subscription Agreement, as applicable. The parties acknowledge and agree that they are dealing with each other as independent contractors and nothing in these Terms or the Subscription Agreement and performance thereof shall be construed as creating a joint venture or agency between HiPER and Client. HiPER may delegate the performance of any services hereunder to its affiliates and contractors. These Terms together with the Subscription Agreement constitutes the entire agreement between the parties regarding this subject matter, and supersedes all prior oral or written agreements or communications with regard to the subject matter described. Any notice or other communication required or permitted under these Terms shall be given in writing and shall be conclusively deemed effectively given upon personal delivery or delivery by courier, or on the first business day after transmission if sent by confirmed facsimile transmission or electronic mail transmission, or five (5) business days after deposit in the United States first class mail, by registered or certified mail, postage prepaid, addressed to the party's address designated in the Subscription Agreement or at such other address as each party may designate by ten (10) business days' advance written notice to the other party in accordance with this Section. The headings of Sections of these Terms are for convenience and are not to be used in interpreting these Terms. As used in these Terms, the word "including" means "including but not limited to." Any delay in performance of any duties or obligations of either party will not be considered a breach of these Terms if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, telecommunications or Internet failure, or any other event beyond the reasonable control of such party.

14. CHANGES TO THESE TERMS

HiPER reserves the right to change the terms and conditions of these Terms in its sole discretion from time to time. All such changes will be effective when posted on the HiPER Website or emailed to Client at the e-mail designated in Client's account. Client agrees to review the HiPER Website periodically for changes. HiPER reserves the right to change or discontinue the HiPER Subscription, HiPER Platform, and/or the Services, in whole or in part, including without limitation, the Internet based services, pricing, services, technical support options, and other product-related policies. Client's continued use of the HiPER Subscription, or any part thereof, after such changes are made to these Terms and are provided on the HiPER Website or emailed to Client will indicate Client's acceptance to such changes.

15. QUESTIONS OR ADDITIONAL INFORMATION

If Client has questions regarding these Terms, please send an e-mail to info@thehsg.com.