



MEXT Customer Agreement

Effective starting: October 1, 2025

This Agreement is between Customer and MEXT. "Customer" means the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement. "MEXT" means the entity that owns or operates the Offerings that Customer uses or accesses.

If you (the person accepting this Agreement) are accepting this Agreement on behalf of your employer or another entity, you agree that: (i) you have full legal authority to bind your employer or such entity to this Agreement, and (ii) you agree to this Agreement on behalf of your employer or such entity.

By placing an Order with MEXT or a duly appointed Reseller, downloading Offerings, or by using or accessing the Offerings, you confirm you are bound by this Agreement. If you do not wish to be bound by this Agreement, do not place an Order for Offerings, download, use or access Offerings.

1. Overview

This Agreement applies to Customer's Orders for MEXT Offerings. The terms of this Agreement apply to MEXT Offerings. In addition, some Offerings may be subject to additional Product-Specific Terms as provided by MEXT when licensing or subscribing to Offerings.

2. Use of Products

2.1. *Permitted Use.* Subject to this Agreement and during the applicable Subscription Term, MEXT grants Customer a non-exclusive, worldwide right to use the Offerings, in accordance with the Documentation and subject to Customer's Scope of Use, as specified in the Order and the Product-Specific Terms.

2.2. *Restrictions.* Except to the extent otherwise expressly permitted by this Agreement, Customer must not (and must not permit anyone else to): (a) rent, lease, sell, distribute or sublicense the Offerings or (except for Affiliates) include them in a service bureau or outsourcing offering, (b) provide access to the Offerings to a third party, other than to Users, (c) use the Offerings to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Offerings, (e) modify or create derivative works of the Offerings, (f) interfere with or circumvent Offering usage limits or Scope of Use restrictions, (g) remove, obscure or modify in any way any proprietary or other notices or attributions in the Offerings, or (h) violate Offering End User License Agreement (EULA).

3. Users

3.1. *Responsibility.* Customer may authorize Users to access and use the Offerings, in accordance with the Documentation and Customer's Scope of Use. Customer is responsible for its Users' compliance with this Agreement and all activities of its Users.

3.2. *Login Credentials.* Customer must ensure that each User keeps any Offering login credentials confidential and must promptly notify MEXT if it becomes aware of any unauthorized access to any User login credentials or other unauthorized access to or use of the Offerings.

4. Offerings

4.1. *Customer Data.* MEXT may process Customer Data to provide the Offerings and related Support in accordance with this Agreement.

4.2. *License Verification.* Upon MEXT's written request, Customer will promptly confirm in writing whether its use of the Offerings is in compliance with the applicable Scope of Use. MEXT or its authorized agents may audit Customer's use of the Offerings no more than once every twelve (12) months to confirm compliance with Customer's Scope of Use, provided MEXT gives Customer reasonable advance notice and uses reasonable efforts to minimize disruption to Customer. If Customer exceeds its Scope of Use, MEXT or its duly appointed Reseller may invoice for that excess use, and Customer will pay promptly after invoice receipt.

4.3. *Number of Instances.* Unless otherwise specified in the Order or the Product-Specific Terms, Customer may install up to one (1) production instance of each Offering included in an Order on systems owned or operated by Customer or its Users.

5. Customer Obligations

5.1. *Offering Assessment.* Customer is responsible for determining whether the Offering meet Customer's requirements and any regulatory obligations related to its intended use.

6. Ordering Process and Delivery

No Order is binding until MEXT provides its acceptance, including by sending a confirmation email, providing access to the Offerings, or making license keys available to Customer. No terms of any purchase order or other business form used by Customer will supersede, supplement, or otherwise apply to this Agreement or MEXT. Customer is responsible for the installation of Software Products, and MEXT has no further delivery obligations with respect to the Software Products after delivery of software and license keys.

7. Billing and Payment

7.1. Fees.

(a) Direct Purchases. If Customer purchases directly from MEXT, fees and any payment terms are specified in Customer's Order with MEXT. All fees and payments due under this Agreement will be paid in U.S. dollars.

(b) Resellers. If Customer purchases through a Reseller, Customer must pay all applicable amounts directly to the Reseller, and Customer's order details (e.g., Offerings and Scope of Use) will be specified in the Order placed by the Reseller with MEXT on Customer's behalf.

(c) Renewals. Unless otherwise specified in an Order and subject to the Offering, or Support continuing to be generally available, a Subscription Term will automatically renew at MEXT's then current rates for: (i) if Customer's prior Subscription Term was for a period less than twelve (12) months, another Subscription Term of a period equal to Customer's prior Subscription Term, or (ii) if Customer's prior Subscription Term was for twelve (12) months or more, twelve (12) months. Either party may elect not to renew a Subscription Term by giving notice to the other party 30 days before the end of the current Subscription Term. Customer must provide any notice of non-renewal by contacting MEXT's support team.

(d) Increased Scope of Use. If Customer exceeds the Scope of Use purchased, unless otherwise agreed with MEXT in writing, Customer must upgrade its subscription or pay for the increased Scope of Use. Unless otherwise specified in an applicable Order, MEXT will charge Customer for any increased Scope of Use at MEXT's then-current rates, which may be prorated for the remainder of the then-current Subscription Term.

(e) Refunds. All fees and expenses are non-refundable, except as otherwise provided in this Agreement. For any purchases Customer makes through a Reseller, any refunds from MEXT payable to Customer relating to that purchase will be remitted by that Reseller, unless MEXT specifically notifies Customer otherwise at the time of refund.

7.2. Taxes.

(a) Taxes Generally. Fees and expenses are exclusive of any sales, use, GST, value-added, withholding or similar taxes or levies that apply to Customer's Orders. Other than taxes on MEXT's net income, Customer is responsible for any such taxes or levies and must pay those taxes or levies, which MEXT or Reseller will itemize separately, in accordance with an applicable invoice.

(b) Withholding Taxes. To the extent Customer is required to withhold tax from payment to MEXT or Reseller in certain jurisdictions, Customer must provide valid documentation it receives from the taxing authority in such jurisdictions confirming remittance of withholding. This documentation must be provided at the time of payment of the applicable invoice to MEXT or Reseller.

(c) Exemptions. If Customer claims exemption from any sales tax, VAT, GST or similar taxes under this Agreement, Customer must provide MEXT or Reseller a valid tax exemption certificate or tax ID at the time of Order, and after receipt of valid evidence of exemption, MEXT or Reseller will not include applicable taxes on the relevant Customer invoice.

7.3. Suspension for Non-payment. MEXT may suspend Customer's rights to use Offerings or receive Support or other MEXT services if payment is overdue, and MEXT or Reseller has given Customer no fewer than ten (10) days' written notice.

8. MEXT Warranties

8.1. *Performance Warranties.* MEXT warrants to Customer that: (a) the Offerings will operate in substantial conformity with the applicable Documentation during the applicable Subscription Term, and (b) MEXT will use reasonable efforts designed to ensure that the Offerings, when and as provided by MEXT, are free of any viruses, malware or similar malicious code (each, a "Performance Warranty").

8.2. *Performance Warranty Remedy.* If MEXT breaches a Performance Warranty and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, MEXT will use reasonable efforts to correct the non-conformity. If MEXT determines such remedy to be impracticable, either party may terminate the affected Subscription Term. MEXT will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. These procedures are Customer's exclusive remedy and MEXT's entire liability for breach of a Performance Warranty.

8.3. *Exclusions.* The warranties in this Section 8 (MEXT Warranties) do not apply to: (a) the extent the issue or non-conformity is caused by Customer's unauthorized use or modification of the Offerings, or (b) unsupported releases of Offerings.

8.4. *Disclaimers.* Except as expressly provided in this Section 8 (MEXT Warranties), the Offerings, Support, and all related MEXT services and deliverables are provided "AS IS." MEXT makes no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or non-infringement. MEXT does not warrant that Customer's use of the Offerings will be uninterrupted or error-free. MEXT is not liable for delays, failures or problems inherent in use of the internet and electronic communications or other systems outside MEXT's control.

9. Term and Termination

9.1. *Term.* This Agreement commences on the date Customer accepts it and expires when all Subscription Terms have ended.

9.2. *Termination for Convenience.* Customer may terminate this Agreement or a Subscription Term upon notice for any reason. Subject to Section 9.3, Customer will not be entitled to any refunds as a result of exercising its rights under this Section 9.2, and any unpaid amounts for the then-current Subscription Terms and any related service periods will become due and payable immediately upon such termination.

9.3. *Termination for Cause.* Either party may terminate this Agreement or a Subscription Term if the other party: (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 60 days after notice, (b) ceases operation without a successor, or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days. If Customer terminates this Agreement or a Subscription Term in

accordance with a material breach of this Agreement as outlined in Section 9.3a, MEXT will refund to Customer any pre-paid, unused fees for the terminated portion of the Agreement or applicable Subscription Term.

9.4. *Effect of Termination.* Upon expiration or termination of this Agreement or a Subscription Term: (a) Customer's rights to use the applicable Offerings or will cease, (b) Customer must immediately cease accessing the Products and using the applicable Software Products, and (c) Customer must delete (or, on request, return) all license keys, access keys and any Software Product copies and documentation. Following expiration or termination, unless prohibited by Law, MEXT will delete Customer Data in accordance with the Documentation.

9.5. *Survival.* These Sections survive expiration or termination of this Agreement: 2.2 (Restrictions), 7.1 (Fees), 7.2 (Taxes), 8.4 (Disclaimers), 9.4 (Effect of Termination), 9.5 (Survival), 10 (Ownership), 11 (Limitations of Liability), 12.1 (Indemnification by MEXT), 13 (Confidentiality), 14 (Feedback), 15 (General Terms), 16 (Dispute Resolution), and 17 (Definitions).

10. Ownership

Except as expressly specified in this Agreement, neither party grants the other any rights or licenses to its intellectual property under this Agreement. As between the parties, Customer owns all intellectual property and other rights in Customer Data and Customer Materials provided to MEXT or used with the Offerings. MEXT and its licensors retain all intellectual property and other rights in the Offerings, Support deliverables, and related source code and MEXT technology, including any modifications or improvements.

11. Limitations of Liability

11.1. *Consequential Damages Waiver.* EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS OR AFFILIATES) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, INTERRUPTION OF BUSINESS, COSTS OF DELAY OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.2. *Liability Cap.* EXCEPT FOR EXCLUDED CLAIMS, EACH PARTY'S (AND ITS SUPPLIERS' AND AFFILIATES') AGGREGATE LIABILITY TO THE OTHER ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY RESELLER TO MEXT WITH RESPECT TO THE ORDER THAT IS THE SUBJECT OF THIS AGREEMENT.

11.3. *Excluded Claims.* "Excluded Claims" means (a) Reseller's breach of Sections 3 (Reseller Rights and Restrictions), 4 (Conduct and Obligations) in the MEXT Reseller Agreement (b) amounts payable to third parties by Reseller under Section 12 (Indemnification) or (c) either Party's breach of Section 13 (Confidentiality).

11.4. *Nature of Claims and Failure of Essential Purpose.* The parties agree that the waivers and limitations specified in this Section 11 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

12. Indemnification

12.1. *Indemnification by MEXT.* MEXT agrees to defend, indemnify and hold harmless Reseller and its officers, directors, employees, representatives and agents from and against any third-party claim brought against such MEXT parties, and any resulting losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees), to the extent arising from or relating to a third party's allegation that the Offering infringes the patent rights, trade secret rights, trademark rights, copyrights or other intellectual property or proprietary rights of such third party (an "Infringement Claim").

12.2. *Procedures.* MEXT's obligations in Section 12.1 (Indemnification) are subject to Customer providing MEXT: (a) sufficient notice of the Infringement Claim so as to not prejudice MEXT's defense of the Infringement Claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the Infringement Claim, and (c) all reasonably requested cooperation, at MEXT's expense for reasonable out-of-pocket expenses. Customer may participate in the defense of an Infringement Claim with its own counsel at its own expense.

12.3. *Settlement.* Customer may not settle an Infringement Claim without MEXT's prior written consent. MEXT may not settle an Infringement Claim without Customer's prior written consent if settlement would require Customer to admit fault or take or refrain from taking any action (other than relating to use of the Offerings).

12.4. *Mitigation.* In response to an actual or potential Infringement Claim, MEXT may, at its option: (a) procure rights for Customer's continued use of the Offerings, (b) replace or modify the alleged infringing portion of the Offerings without reducing the overall functionality of the Offerings, or (c) terminate the affected Subscription Term and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

12.5. *Exceptions.* MEXT's obligations in this Section 12 (Indemnification) do not apply to the extent an Infringement Claim arises from: (a) Customer's modification or unauthorized use of Offerings, (b) use of the Offerings in combination with items not provided by MEXT, (c) any unsupported release of the Offerings, or (d) Customer Data or Customer Materials.

12.6. *Exclusive Remedy.* This Section 12 (Indemnification) sets out Customer's exclusive remedy and MEXT's entire liability regarding infringement of third-party intellectual property rights.

13. Confidentiality.

13.1. *Definitions.* The term "Proprietary Information" means, to the extent previously, presently or subsequently disclosed by or for Discloser to Recipient, all financial, business, legal and technical information of Discloser or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and other derivatives thereof), that is marked or otherwise identified as proprietary or confidential at the time of disclosure, or that by its nature would be understood by a reasonable person to be proprietary or confidential. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof are all Proprietary Information. Proprietary Information does not include any information that (a) was rightfully known to Recipient without restriction before receipt from Discloser, (b) is rightfully disclosed to Recipient without restriction by a third party, (c) is or becomes generally known to the public without violation of this Agreement by Recipient or (d) is independently developed by Recipient or its employees without reference to or reliance on such information. Discloser represents and warrants to Recipient that it is authorized to disclose any and all Proprietary Information made available to Recipient under this Agreement.

13.2. *Restrictions.* As to the other party's Proprietary Information, Recipient agrees (a) to use the Proprietary Information only for its consideration internally of a potential business relationship or transaction between the parties, and its performance in any resulting arrangement, but not for any other purpose, (b) to maintain the Proprietary Information as confidential, and exercise all reasonable precautions to prevent unauthorized access, use or disclosure, (c) not to disclose the Proprietary Information to any third party other than Recipient's (and its affiliates') employees, agents, contractors and professional advisors (collectively, Recipient's "Representatives") who have a need to know for the permitted purpose under this Agreement and who are apprised of the confidential nature of the Proprietary Information and all of the restrictions in this Agreement and (d) not to decompile, disassemble or otherwise reverse engineer any Proprietary Information, or use any similar means to discover its underlying composition, structure, source code or trade secrets. Any action or inaction of any of Recipient's Representatives with respect to the subject matter of this Agreement shall be deemed an action or inaction of Recipient, and each party will be responsible for any breach of the obligations in this Section 13.2 by its respective Representatives.

13.3. *Compelled Disclosures.* These restrictions will not prevent either party from complying with any law, regulation, court order or other legal requirement that compels disclosure of any Proprietary Information. Recipient will promptly notify Discloser upon learning of any such legal requirement, and cooperate with Discloser in the exercise of its right to protect the confidentiality of the Proprietary Information before any tribunal or governmental agency.

13.4. *No Warranties or Licenses.* All Proprietary Information is provided "AS IS." Discloser will not be liable to Recipient for damages arising from any use of the Proprietary Information, from errors, omissions or otherwise. All of Discloser's rights in and to its Proprietary Information remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Proprietary Information under this Agreement (a) grants to Recipient any right or license under any copyright, patent, mask work, trade secret or other intellectual property right, except solely for the use expressly permitted herein, (b) obligates either party to disclose or receive any information, perform any work, enter into any agreement or proceed with any transaction or relationship or (c) limits either party from entering into any business relationship with any third party.

13.5. *Remedies.* Due to the unique nature of the Proprietary Information, the parties agree that any breach or threatened breach of this Agreement will cause not only financial harm to Discloser, but also irreparable harm for which money damages will not be an adequate remedy. Therefore, Discloser will be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond.

14. Feedback

If Customer provides MEXT with feedback or suggestions regarding the Offerings or other MEXT products, MEXT may use the feedback or suggestions without restriction or obligation.

15. General Terms

15.1. *Contact Information.* Except as otherwise set out in this Agreement, please direct your communications concerning this Agreement to legal@mext.ai. MEXT may send you notices to your email address that is on file with MEXT, which you have provided when placing an Order, or through your MEXT account.

15.2. *Force Majeure.* Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license, pandemic or natural disaster.

15.3. *Assignment.* Either Party may assign this Agreement (i) to an Affiliate, (ii) in connection with a merger, acquisition, or sale of substantially all assets/equity, or (iii) as part of an internal restructuring, in each case upon written notice. Any permitted assignee shall assume all obligations.

15.4. *Entire Agreement.* This Agreement constitutes the entire, complete and exclusive agreement between the Parties and supersedes all previous agreements or representations, oral or written, relating to the subject matter hereof. In the event of conflict or inconsistency between any such terms and conditions, the following order of precedence will apply: 1) the Order, 2) this Agreement and 3) any other terms or documentation attached hereto or referenced herein. Except for an Order executed by MEXT, no purchase order or ordering documents which purports to modify or supplement this Agreement will add to or vary the terms of this Agreement.

15.5. *Waivers; Severability.* No failure or delay by the injured Party to this Agreement in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege under this Agreement at law or equity. Waivers must be signed by the waiving Party's authorized

representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary, so the rest of this Agreement remains in effect.

15.6. *Interpretation.* As used herein, “including” (and its variants) means “including without limitation” (and its variants), and “under this Agreement” refers to this Agreement in its entirety. Headings are for convenience only. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions will continue in full force and effect.

15.7. *Independent Contractors.* The Parties are independent contractors. This Agreement will not be construed as constituting either Party as a partner of the other or to create any other form of legal association that would give either Party the express or implied right, power or authority to create any duty or obligation of the other Party.

16. Dispute Resolution

16.1. *Governing Law; Jurisdiction and Venue.* This Agreement is governed by the laws of the State of Delaware and the United States without regard to conflicts of laws, provisions, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Exclusive jurisdiction and venue shall be in the federal and state courts located in New Castle County, Delaware.

16.2. *Injunctive Relief; Enforcement.* Notwithstanding Section 16.1 (Governing Law; Jurisdiction and Venue), nothing in this Agreement will prevent either Party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order in any appropriate jurisdiction.

17. Compliance with Laws; Export Control; Government Regulations

Each party shall comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons. The Software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, under DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this Agreement.

18. Changes to Agreement

MEXT may update this Agreement from time-to-time by providing the updated terms to the Customer. The version of this Agreement in place at the time each Order is submitted is the version that will govern such Order. Modifications to this Agreement will take effect at the next Order or renewal unless either party elects to not renew pursuant to Section 7.1(c) (Renewals). MEXT may specify that modifications will become effective during a then-current Subscription Term if: (a) required to address compliance with Law, or (B) required to reflect updates to Offering functionality or introduction of new Offering features.

19. Definitions

“Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with a party, where “ownership” means the beneficial ownership of more than fifty percent (50%) of an entity’s voting equity securities or other equivalent voting interests and “control” means the power to direct the management or affairs of an entity.

“Agreement” means this MEXT Customer Agreement.

“Customer Data” means any data, content or materials provided to MEXT by or at the direction of Customer.

“Customer Materials” means materials and other resources that Customer provides to MEXT in connection with Support.

“Documentation” means MEXT’s usage guidelines and standard technical documentation for the applicable Offering.

“Laws” means all applicable laws, regulations, conventions, decrees, decisions, orders, judgments, codes and requirements of any government authority (federal, state, local or international) having jurisdiction.

“Offerings” or “Offering” if singular means MEXT’s products and services, including those as described at www.mext.ai as modified from time to time. Offerings may include:

- (a) MEXT’s installed software products and any generally-available bug fixes, updates and upgrades it provides to Customers (“Software Products”),
- (b) MEXT’s cloud products (“Cloud Products”),
- (c) MEXT Advisory Services, standard and enterprise support or other services related to the Cloud Products and Software Products,
- (d) Any related documentation or media provided by MEXT.

"Order" means MEXT's ordering document, online sign-up or other ordering process that MEXT enables specifying the Offerings or, Support to be provided under this Agreement, accepted by MEXT in accordance with Section 6 (Ordering Process and Delivery).

"Privacy Policy" means MEXT's privacy policy available at <https://www.mext.ai/privacy-policy>

"Product-Specific Terms" means terms that apply only to certain Offerings or features.

"Reseller" means a partner authorized by MEXT to resell MEXT's Offerings, Support, and services to customers

"Scope of Use" means Customer's entitlements to the Offerings. Such entitlements may be based on: (a) number of licenses, copies or instances, (b) entity, division, business unit, or field of use, (c) number and type of compute devices and instances, or (d) other restrictions or billable units.

"Subscription Term" means the term for Customer's use of or access to the Offerings and related Support as identified in an Order.

"Support" means the level of support for the Offerings corresponding to Customer's Scope of Use, as identified in the Support definition.

"User" means any individual that Customer authorizes to use the Offerings. Users may include: (i) Customer's and its Affiliates' employees, consultants, contractors and agents, (ii) third parties with which Customer or its Affiliates transact business, (iii) individuals invited by Customer's users, (iv) individuals under managed accounts, or (v) individuals interacting with a Offerings as Customer's customer.

SIGNATURES

CUSTOMER:

Company Name

By

(Signature)

Name

Title

Company Address

SELLER:

MEXT CORPORATION

By

(Signature)

Name: Gary Smerdon
Title: Chief Executive Officer

Company Address: 2010 El Camino Real #1371
Santa Clara, CA 95050