

These Tooling Service Terms and Conditions ("Terms") set forth the basis upon which Lean Coffee Brew under CyberBahn Federal Solutions, LLC. ("CyberBahn") will provide subscription services to its tool ("Tool" or Tooling" or "Subscription") to be used from anywhere in the world ("Customer").

**1. Ordering.** Customer shall provide CyberBahn with enrollment and payment for Tooling via electronic transmission or as otherwise required in accordance with CyberBahn's guidelines. All requests placed by Customer shall be governed by these Terms, and any terms set forth in Customer's ordering document in addition to or inconsistent with these Terms shall be of no force or effect. These Terms supersede all prior statements, representations, discussions, negotiations and agreements by the parties, both oral and written. All requests are subject to CyberBahn's acceptance. Tooling shall commence on the dates specified by Cyberbahn in its acceptance.

**2. Payment.** Customer agrees to pay for Tooling according to CyberBahn's published prices current as of the date of CyberBahn's acceptance of Tooling request, unless otherwise agreed. All payments, whether by credit card or other form acceptable by CyberBahn must be received before using the Tool. At CyberBahn's discretion, Customer may qualify for CyberBahn's credit terms, in which case payment will be due thirty (30) days from date of CyberBahn's invoice. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer.

### **3. Responsibility of Customer.**

**3.1. Prerequisite requirements.** CyberBahn reserves the right to refuse or limit any services for Tooling if a Customer fails to satisfy the requirements for using the tool as published or provided to Customer by CyberBahn prior to the start date. In such cases no refund or cancellation fee will be paid.

**3.2. Good conduct.** CyberBahn reserves the right to refuse, limit or cancel any Subscription if a Customer in the opinion of CyberBahn has displayed unreasonable behavior or is deemed to be violent, abusive or disruptive. In such cases no refund or cancellation fee will be paid.

**4. Ownership of Materials.** Ownership of all copyright and other intellectual property rights in the CyberBahn Authorized Content, including any documentation, data, technical information and know-how provided to Customer, algorithms as part of the Subscription remains vested in the owner of the Tool. All such information shall be held in confidence and may not be disclosed or copied to third parties, without the express written permission of CyberBahn.

**5. Warranty.** CyberBahn warrants that its personnel are suitably qualified and experienced to perform training on the Tool as needed. Except as expressly represented otherwise, and to the extent not prohibited by law, all Tooling, including any documentation, publications, software programs or code, and other information provided by or on behalf of CyberBahn or its suppliers to Customer is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CYBERBAHN AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY CYBERBAHN SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

**6. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY LAW, CYBERBAHN AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, ARISING FROM THESE TERMS EVEN IF CYBERBAHN HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT CYBERBAHN SHALL FAIL TO PROVIDE TOOLING IN ACCORDANCE WITH THESE TERMS, CYBERBAHN'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THESE TERMS SHALL BE FOR CYBERBAHN TO USE ITS REASONABLE EFFORTS TO RE-ESTABLISH THE TOOLING WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT CYBERBAHN IS UNABLE TO RE-ESTABLISH, CYBERBAHN MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY CYBERBAHN FROM CUSTOMER FOR THE TOOLING IN QUESTION, IN FULL SATISFACTION OF CYBERBAHN'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE CYBERBAHN'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF CYBERBAHN, ITS EMPLOYEES OR AGENTS, ARISING FROM THESE TERMS WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID CYBERBAHN. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

**7. General.** The laws of the State of Maryland shall govern these Terms and shall be applied as if these Terms were entered into and performed entirely within Maryland between Maryland residents. The venue for settling any disputes shall be the courts for the jurisdiction of Baltimore City, Maryland. Neither party shall be liable for any delay or failure to meet its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of these Terms should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision that

most closely approximates the intent and economic effect of the unenforceable or invalid provision. No modification to these Terms will be binding unless it is in writing and signed by an authorized representative of each party. Customer cannot sublet their subscription to another outside person, entity or company. No re-assignment is permitted by Customer under these Terms and any attempt to assign shall be null and void.

