Exhibit A
Terms and Conditions

These Terms and Conditions (these "Terms") govern your access and use of all products and services purchased, licensed or subscribed to pursuant to an order form referencing these Terms (each, an "Order Form" and together with these Terms, the "Agreement"), including any access and use of the Company's SMS and MMS-based engagement tool for communications with your frontline staff (collectively, the "Service"), which are provided by or on behalf of goHappy Labs, LLC ("goHappy", "we", "us", or the "Company"), a Delaware limited liability company.

For purposes of the Agreement, "you" or "Customer" refers to the Customer as defined in the Order Form, or the person or entity executing the Order Form.

ADDITIONAL TERMS: Your use of the Service is also subject to other guidelines, rules or operating policies that we may post on our website available at https://www.gohappyhub.com, including, without limitation, the Bureau of Consumer Protection's Anti-Spam Policy, each of which is specifically incorporated herein by reference.

1.   **Definitions**

        1.1   "Authorized Users" means Customer's administrative employees authorized to access and use the Service.

        1.2   "Confidential Information" means all business, technical or third party information of a party, including trade secrets, know-how, processes, pricing and financial data, software and documentation, which are provided, disclosed, or made available to the other party under this Agreement that is either identified, orally or in writing, as confidential or would be understood to be confidential by a reasonable person under the circumstances of disclosure. Confidential Information does not include information that the Receiving Party can document:

                (a)   is or becomes generally publicly available at the time of disclosure or subsequently through no fault of Receiving Party,

                (b)   was in possession of or known to Receiving Party, free of any confidentiality obligations, before its disclosure by Disclosing Party,

                (c)   becomes known to Receiving Party, free of any confidentiality obligations, from a source other than Disclosing Party, or

                (d)   is independently developed by Receiving Party without use of the Confidential Information.

1.3　　　"Documentation" means any user guide or documentation provided by goHappy in writing relating to the use of the Service.

1.4　　　"Tax(es)" means any tax, fee, or cost not based on Customer's net income or capital, including without limitation any sales, excise, value added, use, customs, tariffs, imports, government proposed surcharges, withholding, social security, unemployment, duties, levies, and similar taxes and any fees, penalties, or interest associated with any of the foregoing.

2.　　　**Service Access; Restrictions**

2.1　　　Subject to the terms of this Agreement, goHappy grants Customer and Customer's Authorized Users a non-exclusive, fee-bearing, non-transferable, non-sublicenseable license during the Term to access and use the Service solely for Customer's internal business purposes.

2.2　　　Restrictions on Use.

(a)　　　Customer will not, and will not permit any third party to:

- Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, or underlying structure, ideas, know-how or algorithms relevant to the Service (except to the extent such restrictions are contrary to applicable law);

- Copy, modify, translate, or create a derivative work of the Service;

- Use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than its Authorized Users);

- Use any deep-link, page-scrape, robot, crawl, index, spider, offline reader, click spam, macro programs, internet agent, or other automatic device, program, algorithm or methodology which does the same things, to use, access, copy, index, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor or collect information or data from or through any portion of the Service;

- Use the Service in a way that, to be determined in our sole discretion, damages, disables, overburdens, impairs, or gains unauthorized access to the Service, including goHappy servers, computer network, or user accounts;

- Interfere with or disrupt the integrity or performance of the Service or servers or networks connected to the Service;

- Circumvent, remove, alter or thwart any technological measure or content protections of the Service;

- Use the Service in violation of applicable law or third-party rights (including third party terms of service);

- Remove, obscure, or alter any copyright notice, trademark, or other proprietary right appearing in or on any item included with the Service or the Documentation;

- Set up multiple accounts for any individual or organization in order to send substantially similar content unless you are part of a franchise; or

- Otherwise use the Service in a manner not expressly permitted hereunder.

2.3   The Service may include certain features and functionalities that integrate and/or interoperate with certain third party products, services or applications, including Customer's own applications (the "Third Party Services"). All use of Third Party Services are subject to the applicable terms of the provider of such Third Party Service. We are not responsible for any Third Party Service, including for the availability or reliability of a Third Party Service, or the accuracy or completeness of information shared by or available through such Third Party Service, or the privacy practices of the provider of such Third Party Service.

2.4   goHappy may modify, amend, alter or supplement the Service from time to time, in whole or in part, without any notice to Customer; provided that goHappy will use reasonable efforts to provide Customer written notice if goHappy believes that any modification, amendment, alteration, supplement or replacement will cause a material adverse effect on Customer's access or use of the Service. Customer agrees that its acceptance of these Terms of Use is not contingent on goHappy developing, delivering or otherwise making available any future functionality or features of the Service, or dependent on any oral or written public comments made by goHappy regarding future functionality or features of the Service.

2.5   Customer acknowledges and agrees that certain information, recommendations, suggestions or other output, including suggested messages or similar content (collectively, "Output") generated and returned by the Service may be generated using third party artificial intelligence ("AI") tools. Customer acknowledges that there are limitations that apply with respect to AI-generated Output due to the fact that it is automatically generated, including that (a) it may contain errors or misleading information, (b) AI systems are based on predefined rules and algorithms that lack the ability to think creatively which can result in repetitive or formulaic content, (c) AI systems can struggle with understanding the nuances of language, including slang, idioms, and cultural references, which can result in Output that is out of context or does not make sense, (d) AI systems do not have emotions and cannot understand or convey emotions in the way humans can, which can result in Output that lacks the empathy and emotion that humans are able to convey, and (e) AI systems can perpetuate biases that are present in the data used to train them, which can result in Output that is discriminatory or offensive. Customer agrees that it is responsible for evaluating and bearing the risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of any Output.

3.   **Policies on Messages**

      3.1   The Service permits Customer to send employment-related text messages to Customer's frontline employees and employee candidates (collectively, the "Company Communications"). Customer is solely responsible for the form and content of the Company Communications, decisions regarding whether to send such Company Communications, determining the recipients of such Company Communications, and the timing of such Company Communications. goHappy is solely a technology provider of the platform through which such Company Communications may be made or sent by Customer.

      3.2   In using the Service, Customer shall comply with the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq. ("TCPA") and other federal and state laws applicable to Customer for all jurisdictions where Customer employees and prospective employees reside, including if applicable Canada's Anti-Spam Legislation, S.C. 2010, c. 23 ("Canada's Anti-Spam Legislation" and collectively with TCPA and all other applicable laws and regulations, the "Telephonic Communications Laws"). Customer acknowledges that the Telephonic Communications Laws currently place (a) restrictions on certain calls and text messages, and (b) requirements upon entities making certain text messages. Customer represents and warrants to goHappy that it maintains (and will continue to maintain throughout the Term of this Agreement) policies and procedures to comply with all applicable provisions and requirements of the Telephone Communications Laws, including without limitation the TCPA and the regulations set forth in 47 C.F.R. § 64.1200. Customer and goHappy understand and agree that Customer shall be exclusively responsible for compliance with all applicable Telephone Communications Laws in connection with any Company Communications made or sent by or on behalf of Customer using the Service.

      3.3   Customer agrees that it will not use the Service to make or send Company Communications for marketing purposes or for the purpose of encouraging employees or prospective employees to purchase, rent or invest in any goods or services of Customer or any other person or entity. Customer further agrees that it will not use the Service to make or send Company Communications that are not informational communications relating to the employees' employment or prospective employment with Customer. Customer also agrees not to use the Service to make or send any Company Communications of which the primary purpose is the commercial advertisement or promotion of a commercial product or service (including content on an Internet website operated for a commercial purpose) (a "commercial electronic mail message" as defined in applicable Telephonic Communications Laws) to any person who has opted out or otherwise objected to receiving Company Communications from Customer or another sender on whose behalf they may be acting.

      3.4   Customer agrees that it will not use the Service to make or send Company Communications to any telephone number that has not been previously provided directly to Customer by the employee or prospective employee who is the subscriber or authorized user of that telephone number.

      3.5   Customer agrees that it will not use the Service to make or send Company Communications to the telephone number of any employee or prospective employee who has requested not to receive texts from Customer or otherwise taken steps to unsubscribe from Company Communications.

3.6   Customer agrees not to make or send Company Communications through the Service to non-approved distribution lists, newsgroups, publicly available press or media addresses or purchased cell phone numbers.

3.7   Upon reasonable request and notice from goHappy, Customer shall cooperate with goHappy in good faith to prepare or execute such declarations, affidavits or other similar documents as may be reasonably necessary to support goHappy's defense of any claims against it arising from or relating to Customer Communications made or sent using the Service.

3.8   Customer shall represent its organization accurately in use of the Service and will not impersonate any other person, whether actual or fictitious. Customer agrees that any Company Communications made or sent by or on behalf of Customer using the Service, will accurately and in a non-deceptive manner identify Customer as the maker or the sender of the Company Communication and the purpose of the Company Communication.

3.9   Customer agrees that they are the sole or designated "maker" or "sender" (as such term is defined by the Telephonic Communications Laws) of any Company Communications made or sent using the Service. Similarly, for Company Communications made or sent to Canadian phone numbers, Customer is the sole person sending or causing or permitting the message to be sent using the Service (within the meaning of Canada's Anti-Spam Legislation).

3.10   goHappy reserves the right without notice to take all measures of any nature (whether legal, technical or otherwise) to prevent unauthorized texts or campaigns through the Service from entering, utilizing or remaining within our network. goHappy may terminate your access to or use of the Service if the level of spam or other complaints is higher than industry norms, as determined by us in our sole discretion.

4.   **Customer Data**

4.1   Customer is solely responsible for all data, content, information, and other materials uploaded, posted or otherwise provided to or through the Service by Customer, including all data regarding its employees (the "Customer Data"). Customer hereby grants goHappy a non-exclusive, perpetual, irrevocable, royalty-free, fully-paid worldwide license (with the right to sublicense to goHappy's subcontractors performing services for goHappy and to third party service providers used by goHappy in providing the Service) to access, use, reproduce and create derivative works of all Customer Data to (i) provide the Service and any related support services or professional services to Customer and (ii) to improve and enhance the Service and for other development, diagnostic and corrective purposes in connection with the Service and other goHappy offerings. Furthermore, goHappy shall have the right to collect and analyze data and other information relating to Customer's use and access of the Service ("Usage Data") and goHappy will be free (during and after the Term) to use such Usage Data for any lawful purpose, provided that any disclosure of Usage Data shall be solely in aggregate or other de-identified form.

4.2   As between the parties, subject to goHappy's rights to use the Customer Data as granted by Customer above, Customer owns all right, title and interest in and to the Customer Data.

4.3   goHappy employs a number of technical, organizational and physical safeguards designed to protect the Customer Data. However, no security measures are failsafe and goHappy cannot guarantee the security of the Customer Data. Accordingly, Customer acknowledges that it bears sole responsibility for adequate security, protection and backup of the Customer Data.

5.   **Fees**

5.1   Customer will pay goHappy for use of the Service in accordance with the pricing terms specified in the Order Form. Except as otherwise specified herein, (a) fees are quoted and payable in United States dollars and (b) payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated. All fees are exclusive of Taxes imposed by taxing authorities and Customer shall be responsible for payment of all such Taxes (excluding taxes based on goHappy's income), even if such amounts are not listed on the Order Form. Customer may not withhold any amounts from payments due to goHappy.

5.2   Customer is responsible for providing its payment instrument for the payment of fees. By providing information on Customer's payment instrument, Customer represents and warrants that such information is true and that Customer is authorized to use the payment instrument. Notwithstanding any amounts owed to goHappy hereunder, GOHAPPY DOES NOT PROCESS PAYMENT FOR ANY SERVICES. To facilitate all payments, whether via bank account, credit card, or debit card, goHappy uses a third-party payment processor. Customer hereby authorizes goHappy or its third party payment processor to bill Customer's payment instrument for all fees due hereunder in accordance with the payment terms selected by Customer. [goHappy will invoice Customer for all amounts due and Customer will pay such invoices within thirty (30) days of its receipt thereof, unless otherwise stated. All unpaid invoices or amounts due that are not subject to a good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all reasonable expenses of collection.]

6.   **Term, Termination and Survival**

6.1   The term of this Agreement will begin on the billing date referenced in Customer's Order Form and will continue until the subscription end date, as identified in the Order Form including any renewal periods referenced in such Order Form (collectively, the "Term").

6.2   Either party may terminate this Agreement should the other party breach any of its material obligations and the breach continues uncured for thirty (30) days after written notice to the breaching party.

6.3   Either party may terminate the Agreement with written notice if the other party is adjudicated bankrupt, files a voluntary petition of bankruptcy, makes a general assignment for the benefit of creditors, is no longer able to function in the normal course of business, or if a receiver is appointed on account of insolvency. Notice to goHappy must be provided by completing the goHappy Cancellation Request Form linked here: https://www.gohappyhub.com/cancellation-request.

6.4   Without limiting goHappy's other rights herein, in the event that Customer breaches this Agreement, goHappy reserves the right to suspend Customer's account, which may result in restricted access to the Service until such breach is cured.

6.5   No termination of this Agreement shall affect any rights or liabilities of a party that accrued prior to the date of termination, including any fees accrued or payable to goHappy prior to the effective date of termination.

6.6   On termination or expiration of this Agreement, each party will be released from all obligations and liabilities to the other party occurring or arising after that date; except that any termination or expiration will not relieve the parties of their obligations under Sections 4, 5, 6.5, 6.6, 7, 8, 9, 10, 11, 12, and 13, nor will termination relieve the parties from liability arising from breach of this Agreement.

7.   **Ownership**

7.1   goHappy shall own and retain all right, title and interest in and to the Service, the Documentation, and goHappy's Confidential Information, and all improvements, enhancements or modifications thereto, and all intellectual property rights related to any of the foregoing. All rights to the Service, the Documentation and goHappy's Confidential Information not expressly granted under this Agreement are reserved by goHappy. Customer will notify goHappy if Customer becomes aware of any potential infringement of goHappy's rights.

7.2   Customer acknowledges that all suggestions for corrections, changes, additions or modifications to the Service, and any other feedback provided by Customer (collectively, "Feedback") are the exclusive property of goHappy and Customer hereby assigns all rights in and to any Feedback to goHappy.

8.   **Confidentiality**

8.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose Confidential Information. Confidential Information of the Company includes non-public information regarding pricing, features, functionality and performance of the Service. The Receiving Party agrees to:

(a)   Use Disclosing Party's Confidential Information only as necessary to perform its obligations under this Agreement,

(b)   Hold Disclosing Party's Confidential Information with the same level of care and precaution that it holds its own Confidential Information (but in any event with no less than a reasonable level of care),

(c)   Disclose Disclosing Party's Confidential Information to only those third parties who provide services to the Receiving Party and are bound by written agreement to protect Disclosing Party's Confidential Information to the same extent as required in this Agreement, and

(d)   Either promptly deliver or promptly destroy (and certify the destruction to the Disclosing Party in writing) all Disclosing Party's Confidential Information and copies in the Receiving Party's possession at the Disclosing Party's request and at the expiration or termination of this Agreement; provided, however, that the Receiving Party may retain a single copy solely for back-up or archival purposes.

8.2   Notwithstanding this Section 8.2, the Receiving Party may disclose the Confidential Information of the Disclosing Party in the event that the Receiving Party receives a court order or is otherwise required by law to disclose any Confidential Information obtained from the Disclosing Party, provided that the Receiving Party must:

(a)   Promptly inform the entity issuing such court order or other government process of the existence of this Agreement,

(b)   To the extent allowable by applicable law, notify the Disclosing Party immediately on receipt of the court order or other document requiring disclosure so that the Disclosing Party may object and move for a protective order,

(c)   Not oppose any effort by the Disclosing Party to quash or limit any such court order or other government process; and

(d)   If Confidential Information is to be filed with a court, file it under seal or request that the court seal the Confidential Information before disclosure.

In the event the Disclosing Party fails to intervene to quash or limit such court order or other government process after being given notice and a reasonable opportunity to do so or such intervention fails or is denied by a court of competent jurisdiction, such Confidential Information may be produced; provided, that such Confidential Information shall not lose its confidential status through such use and the Receiving Party shall take all reasonable and necessary steps to maintain the confidentiality of such Confidential Information during such use.

8.3   Except as may be required by court order or law, a Receiving Party's obligations regarding Confidential Information will remain in full force and effect. The Receiving Party acquires no licenses or other rights to Confidential Information under this Agreement.

9.   **Representations and Warranties; Disclaimer**

9.1   Each party represents and warrants to the other party that: (a) it has the full right and power to enter into this Agreement and to perform fully all of its obligations hereunder; and (b) it is not party to any other agreements, written or oral, with any third party in conflict herewith.

9.2   goHappy represents and warrants to Customer that the Service will operate in all material respects in conformity with the Documentation. In the event of a breach of the warranty in this Section 9.2, Customer shall notify goHappy in writing of the alleged issue, providing details of the problems, and upon

confirmation of the issue by goHappy, goHappy will use commercially reasonable efforts to promptly correct any identified problem or provide work-arounds that address the identified issue to enable the Service to perform in accordance with this limited warranty. If goHappy is unable to correct any identified problem, goHappy shall notify Customer and Customer have the right to terminate this Agreement upon thirty (30) days' written notice to goHappy and goHappy will refund Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. The foregoing shall be goHappy's sole obligation and exclusive liability, and Customer's sole and exclusive remedy, for any breach of the warranty in this Section 9.2.

9.3   EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 9, GOHAPPY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND GOHAPPY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GOHAPPY AND ITS THIRD-PARTY PROVIDERS DO NOT REPRESENT OR WARRANT THAT (A) THE OPERATION OR USE OF THE SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE; OR (B) THE QUALITY OF THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT NEITHER GOHAPPY NOR ITS THIRD-PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. GOHAPPY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

10.   **Indemnity**

10.1   goHappy will (a) defend Customer harmless from and against any and all third-party claim alleging that the Service infringes any intellectual property rights of a third party, and (b) indemnify and hold Customer harmless from any losses, liabilities, damages, expenses, costs, reasonable attorneys' fees, and court costs awarded against Customer by a court of competent jurisdiction as a result of such claim. Notwithstanding the foregoing, goHappy will have no obligation under this Section 10.1 or otherwise with respect to any claim to the extent based upon (i) any unauthorized use, reproduction, or distribution of the Service or any breach of this Agreement by Customer, (ii) any combination of the Service with other products, equipment, software or data not supplied by goHappy, (iii) any modification of the Service by any person other than goHappy or its authorized agents or contractors or (iv) any activity after goHappy has provided Customer with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Service (items (i) through (iv), the "Excluded Activities"). If goHappy reasonably believes that all or any portion of the Service or the use thereof, is likely to become the subject of any infringement claim, goHappy may, in its sole discretion and at no charge to Customer, take any of the following actions:

(a)   modify the Service (or applicable portion thereof) to avoid infringement without impairing the functionality,

(b)   replace the Service (or applicable portion thereof) with a compatible, functionally equivalent, and non-infringing replacement; or,

(c)   if options (A) and (B) cannot be accomplished under commercially reasonable terms, goHappy may, in its sole discretion, terminate this Agreement and refund a pro-rata portion of fees paid in accordance with this Agreement.

This Section 10.1 shall be Customer's sole and exclusive remedy, and goHappy's sole and exclusive liability, with respect to any infringement claims relating to Customer's use of the Service.

10.2   Customer will defend, indemnify, and hold goHappy, its parent, subsidiaries, officers, directors, employees, stockholders, customers, agents and other representatives harmless from and against any and all losses, liabilities, damages, expenses, costs, reasonable attorneys' fees, and court costs incurred by any goHappy indemnified party in connection with any third party claim related to or arising out of:

(a)   Customer's breach of this Agreement;

(b)   An Excluded Activity,

(c)   goHappy's use of Customer Data in accordance with this Agreement,

(d)   any Company Communication, or

(e)   Customer's violation of Telephonic Communication Laws.

11.   Limitation of Liability

11.1   TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE IN CONNECTION WITH EITHER PARTY'S BREACH OF SECTION 8, EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, AND CUSTOMER'S BREACH OF SECTION 2.2, NEITHER PARTY SHALL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE, INACCURACY OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT OR ANY DELAY OR INABILITY TO USE THE SERVICE OR; (C) FOR ANY MATTER BEYOND ITS REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE LESSER OF $10,000 OR THE FEES PAID BY CUSTOMER TO GOHAPPY IN THE PRECEDING 12 MONTHS.

12.   Publicity

12.1   Notwithstanding any other provision of this Agreement, each party hereby grants to the other party a non-exclusive, royalty-free, non-transferable, worldwide license to use and reproduce such party's trademark(s) or service mark(s) (the "Marks") on the other party's website(s) and in presentations in order to publicize the business relationship between the parties in connection with the Agreement (the "Trademark License").

12.2   Each party ("Trademark Customer") shall use the other party's ("Trademark Licensor") Marks in conformance with Trademark Licensor's trademark usage policies as communicated to Trademark Customer in writing from time to time. Trademark Customer shall not attempt to register any of Trademark Licensor's Marks, nor shall it adopt any derivative or confusingly similar names, brands, or marks, or create any combination marks with Trademark Licensor's Marks. Trademark Customer acknowledges Trademark Licensor's and its affiliates' ownership and exclusive right to use Trademark Licensor's Marks and agrees that all goodwill arising as a result of Trademark Customer's use of Trademark Licensor's Marks shall inure solely to the benefit of Trademark Licensor and its affiliates. Except for the Trademark License granted pursuant to Section 12.1, without the prior written approval of the other party, neither party will issue any public statements or promotional materials disclosing the existence of this Agreement or the performance of Services.

13.   **General**

13.1   goHappy is an independent contractor and is not an agent or employee of Customer. Except as may be specifically set forth herein, neither party has authority to bind the other by contract or otherwise.

13.2   Customer does not have the right to assign this Agreement, except that the Customer may assign its rights and obligations without consent of goHappy in connection with a merger or sale of all or substantially all of the Customer's assets or stock. Subject to the foregoing, the Customer's rights and liabilities will bind and inure to the benefit of its respective successors, executors, and administrators.

13.3   Either party may enforce this Agreement and any of its provisions by injunction, specific performance, or any other equitable relief, without prejudice to any other rights and remedies that such party may have, for breach of this Agreement.

13.4   Governing Law; Choice of Forum and Venue.

(a)   This Agreement (including the arbitration agreement in this section where applicable) and all matters relating to this Agreement will be governed by and construed in accordance with the laws in force in the Commonwealth of Virginia without reference to conflict of laws principles;

(b)   All disputes arising out of or in connection with this Agreement shall be settled by arbitration in Richmond, Virginia before a neutral single arbitrator, whose decision will be final and binding and the arbitral proceedings will be administered by JAMS under its Comprehensive Arbitration Rules and Procedures then in effect. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain, save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority.

(c)   Notwithstanding any provision in this Agreement, either party may request any judicial, administrative, or other authority in any other jurisdiction to order any provisional or conservatory measure, including injunctive relief, specific performance, or other equitable relief, prior to the institute of legal or arbitration proceedings, or during the proceedings, for the preservation of its rights and interests or to enforce specific terms that are suitable for provisional remedies.

(d)   This Agreement will not be governed by the conflict of laws rules of any jurisdiction, UCITA, or the United Nations Convention on Contracts for the International Sale of Goods, the application of which are expressly excluded.

13.5   Any notices will be given to the appropriate party (i) as set forth herein, or (ii) at the address specified for each party on the Order Form, or as otherwise specified in writing. Except as otherwise specifically set forth herein, notice will be by personal delivery, by certified or registered mail, or by reputable courier. Notice will be deemed given on personal delivery to the appropriate address, on receipt of certified or registered mail, or if sent by courier, on the date of delivery shown in the courier's records.

13.6   This Agreement constitutes the full and complete understanding of the parties and supersedes all prior understandings and agreements, written or oral. This Agreement may not be amended or modified in whole or in part at any time except by a writing executed by both parties. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

13.7   Neither party shall be responsible for failure or delay of performance (other than payment obligations) if caused by any condition beyond the reasonable control of such party, including, but not limited to: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 20 days, either party may cancel the Agreement upon written notice (which notice may be made via e-mail to the other party).

13.8   The Service is subject to the U.S. Export Administration Regulations. Customer may not remove or export from the United States or allow the export or re-export of the Service, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Service (including the software, documentation and data related thereto) are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

13.9   If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will otherwise remain in full force and effect and enforceable.

14.   **Privacy Policy**

14.1   Any Customer Data that constitutes personal information will be handled in accordance with our Privacy Policy located at https://www.gohappyhub.com/privacy.

15.   **Contact**

15.1   Please contact the Company at support@gohappyhub.com to report any violations of this Agreement or to pose any questions regarding this Agreement or the Service.