Please check this page frequently for new additions - thanks

*Please make sure to use the overline over the "a" for any mention of Br **ā**v - anywhere. Thanks.

Please be mindful of the spelling issue on the certificate [hereby]). Once someone successfully completes the etraining, the certificate should generate automated, certificate numbers: 10 digits, characters, randomized/ achronological (meaning not in 1, 2, 3 order), expires in one year , renewable with not ification to them three times, ==PLEASE ADD WATERMARKS T O PREVENT DUPLICA TING UNTIL READY T O DOWNLOAD== and able to download once upon successful completion of the egame training *and* payment:

Bravmojis are used for users on the site or app to choose from icons that help correctly identify the emotion they are currently feeling; bravmojis will **evolve (change emotions, more complex emotions, more descriptive, a few emotions at one time, turn colors,**

tones, texture, two-tones, etc) as the emotions are more complex from explaining the issue(s) at hand:
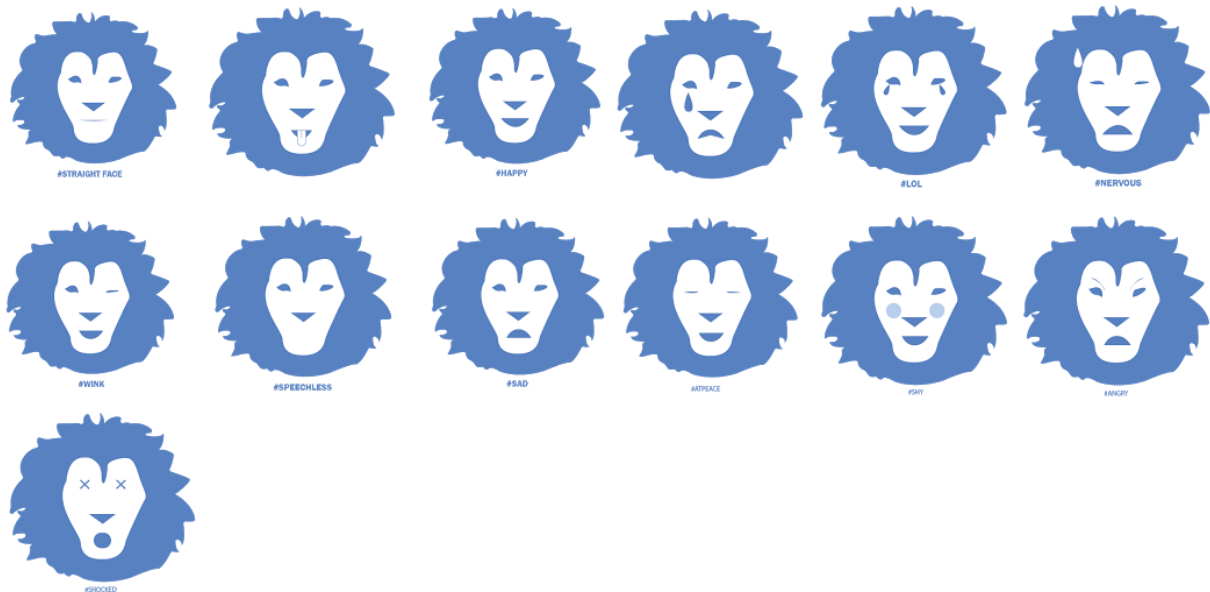
From there, they have the option to vent and/ or bring more information, upload evidence and alert their Admin. It is extremely important that they themselves decide all of this.

Video and Text Mediation Component

<mark>Please make the platform as movie like as possible so streaming, horizontal streaming reminders, seamless, etc.</mark>

The is the platform for if they choose to hold a session. The layout must be distinct and **vastly** different from that of larger video sites o r apps, like Skype & Y outube:

One-on-one, single parties

*multi -parties (https://imimediation.org/certified-mediator-search)
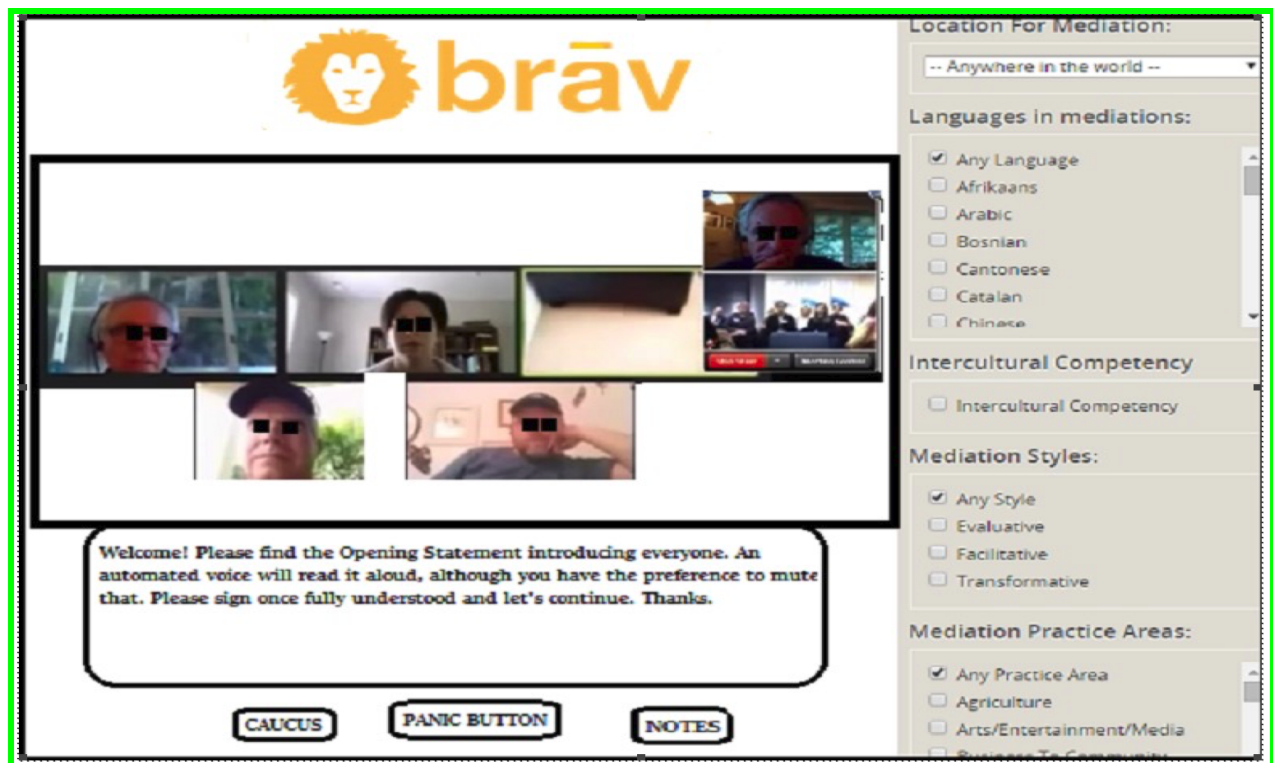
There must be an option to speak one-on-one (in case a party does not appear , or a party would rather have separate actions throughout a session as to avoid interacting with the other party completely)

Appealing certain cases consist of one of the parties to a dispute who signed the final agreement who is now dissatisfied with said agreement, and/ or there is more to the case that they are now remembering and/ or someone in the party breached the agreement. Similar to this chart, but we do not use the labels suggested ie/ not "Municipal court," etc. The Brāv Ones who manage conflict become more experienced with each appeal - maybe just actual mediators.

*We need the ability to appeal twice to higher Brāv Ones capability for cases where agreement breached, no decision made, etc
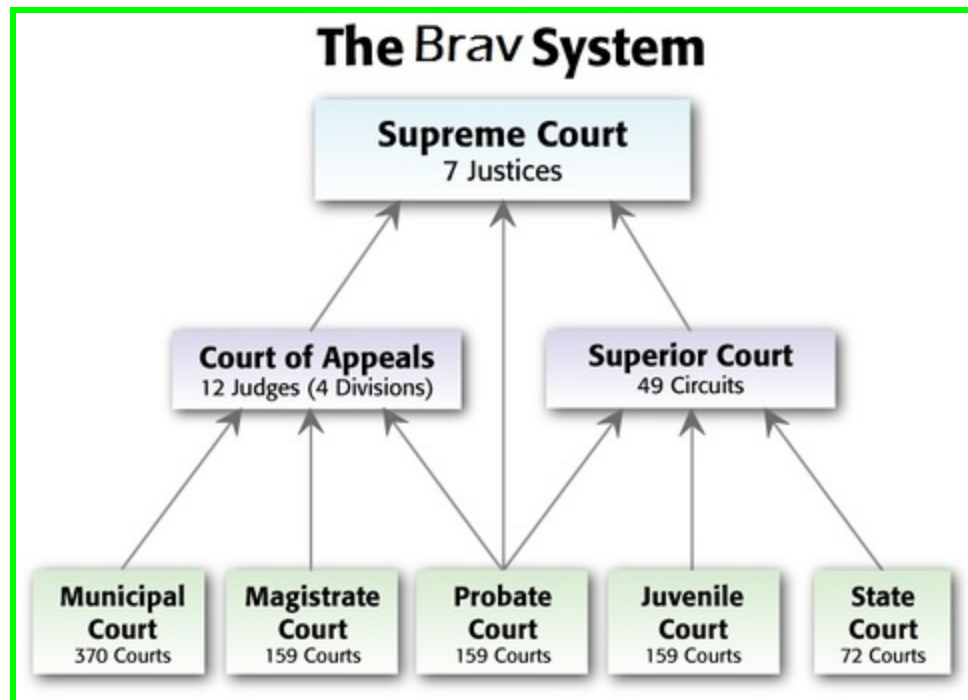

Discussed features:
- *Opening and Closing statements - please make it easy for Admin to update at any time
    - At beginning and end
    - In audio AND visual (akin to credits scrolling up at the end of a movie, but horizontally)
    - Easy ability for Administration to edit regularly and at anytime
- Bots

- Option for any and all parties to allow bot to glean from their conversation to become more efficient and learned
- Option to let bot attempt to manage conflict before a Brāv One aka BO
- *Panic button
    - immediately terminates the session
    - prompts the user to indicate the reason for panic termination:
        - triggering events need to be discussed
    - possibly prompts local authorities to contact/intervene
    - determine placement of these buttons for design and functionality
    - what else?
- *Caucus Button
    - separates users into separate rooms
    - calls them back
    - Can be used exclusively if parties all respond upfront that they have do not want to interact at all
    - what else
    - Any party can request, but Brāv One only one to allow
    - What can party who is not meeting with Brāv One at the moment do? Music? Take notes? Chat by themself?
- *Notes Button
    - Private other than for those who writes notes
    - Option to share with Brāv One or even certain parties or all parties
    - Stored just like transcripts, please ensure it is identifiable as to whose notes they are
    - maybe this should be a collapsable side-bar
    - notes should be separated into categories and access permissions
        - some notes would be only for the Brāv One, one party , both, etc;
- *Chat option
    - Closed Captions option
    - Rewind conversation option
    - For those wishing to communicate with only the Brāv One or one party or another representative (every party must be made known and signed in)
    - Spell check
- *File Sharing
    - Please give the option to share with specific parties v everyone
    - Please keep privacy as top issue!
    - Ability to safely store any and all files safely with acknowledgment of this by all parties
    - Videos, photos, documents, etc - all typ es
    - Option to send an email code to register and access our site with recorded session to intended recipients (must be agreed upon by all parties)
- Language
    - Option to choose language

- Option to translate language (must be very accurate)
- *Alert button on chat platform
    - Separate
    - New dates for session
    - Dates of issues that occurred
    - New messages
    - New chats
- *Guided Pop-ups
    - In similar style of scrolling words at bottom of the screen: http://i1os.com/How_to_make_lemon_chicken/OuY_aH_xa_Mk.video
    - Reflecting Parties: The more Brāv Ones reflect back to the parties what they had said about their interests and emotions, the more parties report that the opposing party took responsibility and apologized. These techniques also increased parties' sense of self-ef ficacy (empowerment, in transformative mediation terms), and they increased the parties' sense that the court cares. Thus, it is important to remind Brāv Ones to do so.
    - Please make it easy enough for Admin to update, add and delete pop ups - thanks
    - Automatically appears (with Machine Learning) will intuitively know which popups are necessary at a particular time in conversation
    - http://i1os.com/How_to_make_lemon_chicken_by_Khoan_Vong/OuYaH_xa_Mk.video
    - prompts Brāv Ones on the course of conversation
    - Ability for Administration to easily add new notices/ popups*
    - unsure of how we would implement this, let's discuss further
    - ***Including but not limited to:**Are you wearing your Brāv One identifier?
    - Is everyone who needs to be here present?
    - Forms that must be completed at the start of a Brāv session: Participant Authorization Form (agreement to this session – all parties sign assuring understanding of voluntary process, confidentiality; not to be used to deny or delay other due process rights; mutual agreement of any decisions. You may also want to use these forms as talking points in the opening statement.
    - note-taking, caucus, time frames, roles of attorneys or advocates
    - What are all the issues?
    - Does anyone seem scared?
    - Is anyone acting intimidatingly?
    - Any swearing? How are you dealing with that?
    - Who is getting triggered emotionally? How are they reacting? How are you handling ths?*
    - Is sarcasm or other forms of verbal abuse at play in this session?
    - Remember to suggest caucusing (separating parties) in case of raised tensions.
    - Any threats, child abuse or murder references?
    - Remember to have everyone sign the Agreement.
    - Is every issue addressed in the Agreement?

- Is there money/ a budget involved? How is it being identified and managed?
        - Review points of Agreement with everyone and ask if they have any questions
        - Review action items and reality check specificity (who, what, when, how).
        - Ask about next steps.
        - Remind them what a debriefing is and to complete it.
- Checklist
    - to ensure every issue and thought is fully addressed
- AI
    - Using expansive and evolving lists of obscene gestures, psychological manipulations, cultural dif ferences/misu nderstanding, historical issues, political differences, social dif ferences, body languages, taunts, etc to have AI focus o n
    - Rewind (of session) option (although captures entirety of session)
    - Closed Captions option
    - gather many examples
        - https://en.wikipedia.org/wiki/Obscene_gesture
- E-digital Masks
    - protects user identity
    - emulates users actual facial expressions
    - plenty of available software for examples or even use if we can find some that are open-source
    - Proprietary masks only please
    - Several various masks to choose from
- *Document Sharing
    - for prototyping we can probably use google apps: docs, hangouts, sheets, forms
        - How can we preserve content for migration to a proprietary system?
    - users will sign agreements using this service
    - can we use this service as a mediation tool? Examples:
        - a parent uploads a report card
        - a partner uploads screenshots of a chat log
        - pictures of damages to person or property
        - audio and video recordings
        - what else?
    - Brāv One(soon after directed through machine learning) should review uploaded documents from other users in chat first to avoid negative/abusive content
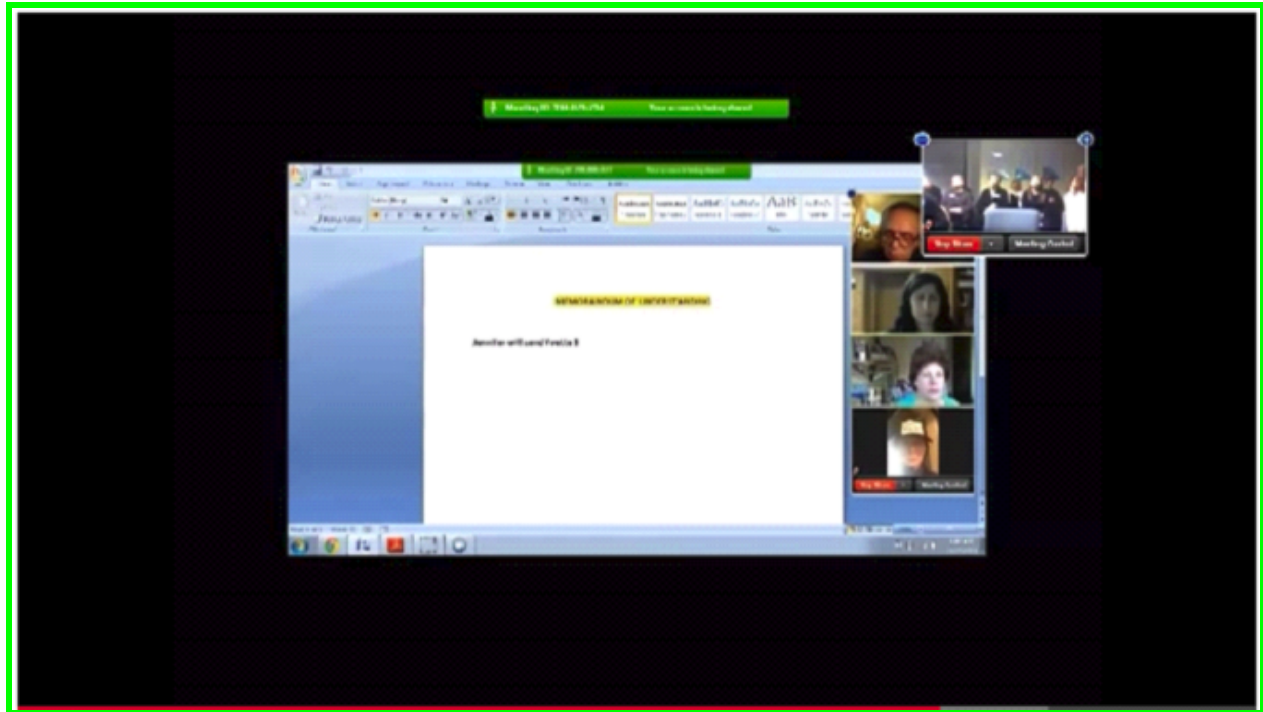
*Recording
- Very important
- Option to disable recording must be made by all parties (but we still keep in our private, **highly secured** database)
- Must seemlessly recorded **every** party's aspect and Brav Ones' too
- Must include all materials upload - video, photos, docs, etc
- Must send seemlessly to intended recipients if marked that they can receive them and **all** parties are made aware

*We must ensure that NO P ARTY has the ability to change the Agreement once all parties and the Brāv One has signed it. VER Y IMPORTANT

This is the main part of the service that users impacted by conflict will experience. How will they be brought to the video chat? When is the first contact between a requesting user and a Brāv One? What method of communication will they use - encrypted email, text chat, etc?

This component has received the least amount of attention so far . While it may be fairly straightforward to design, we will need to flesh out features and user experience before we can go much further .

Thank you!

EPROCUREMENT VENDOR TERMS OF SERVICE

(Last Updated April 1, 2016)

Periscope Intermediate Corp., a Delaware corporation ("Periscope," "our," "us," or "we") with a place of business at 211 East 7th Street, Suite 1100, Austin, Texas, 78701, an affiliate of Periscope Holdings, Inc., provides its proprietary eProcurement solution that this Agreement is being entered into in connection with (the "Platform"), through which state and federal agencies and state and federal subdivisions ("Agencies") may issue bids and proposals (to the extent submitted via the Platform, "Bids") to vendors, and entering into of contracts (to the extent entered into via the Platform, "Platform Contracts") with vendors, in each case, for the provision of goods and/or performance of services (collectively "Work"). The Platform includes certain vendor-facing elements, which may but need not, include a supplier management portal and/or a vendor-facing dashboard (collectively, "Vendor Dashboard"). One or more Agencies has invited you to become a subscriber to the Platform, or you independently wish to do so, in order to become part of Periscope's eProcurement network.

Acceptance. These eProcurement Vendor Terms of Service (this "Agreement") set forth the legally binding terms for your use of the Platform as a vendor. By clicking the "I AGREE" upon creating an account, you ("you" or "Vendor") agree on behalf of yourself or (if applicable) your organization, effective as of such date (the "Effective Date"), to be bound by this Agreement.

You are only authorized to access and/or use the Platform if you agree to abide by all applicable laws and this Agreement. Please read this Agreement carefully and save it. If you do not agree with it, you should discontinue use of the Platform immediately.

1.   PLATFORM ACCESS AND AUTHORIZED USERS

1.1   Subject to the terms and conditions of this Agreement, during the Term, Periscope shall use commercially reasonable efforts to provide Vendor and Authorized Users access to the Vendor Dashboard. Subject to the terms and conditions of this Agreement, during the Term, Periscope hereby grants Vendor and Authorized Users a non-exclusive, non-sublicensable, non-transferable, worldwide license to access and use the Vendor Dashboard, solely for internal business purposes as set forth herein.

1.2   Vendor may access Agency-specific elements of the Platform from Agencies that have invited and/or validated Vendor. If Periscope has previously removed you as a vendor or terminated your account due to a violation of Periscope's then applicable terms of service, you are not eligible to become access or use the Platform as a vendor via this Agreement.

1.3   It is Vendor's sole responsibility to: (i) maintain current licensing, certification or other requirements and qualifications in Vendor's jurisdiction that are applicable to the Work Vendor offers, (ii) determine which transactions, if any, it wishes to enter into with Agencies (including related shipping terms, if applicable), and (iii) ascertain its appropriate and desired level of insurance.

1.4   Vendor may allow its personnel ("Authorized Users") to use the Platform, solely to the extent Vendor is authorized to use the Platform, on behalf of itself. Authorized Users shall abide by the terms set forth herein, and Vendor shall ensure such compliance. Vendor shall immediately notify Periscope in the event that Vendor becomes aware of any violation of the terms of this Agreement by any Authorized User. Vendor shall be liable for any breach of this Agreement by any Authorized User. Vendor shall be solely responsible for the security and confidentiality of Vendor's account information, including user names and passwords of Authorized Users, and will ensure that no third party uses Vendor's account. Vendor shall immediately notify Periscope if Vendor becomes aware of any unauthorized access to the Platform or any violation of the terms of this Agreement.

2.   MAINTENANCE AND AVAILABILITY

2.1   Scheduled system maintenance shall take place from time to time, and during such time, the Platform may be unavailable. Emergency maintenance may be required at other times in the event of system failure. We make no representation that the Platform is available or permitted in any particular location.

2.2   Use of the Platform is void where use of the Platform is prohibited. Vendor uses the Platform at its own initiative and is responsible for compliance with any applicable laws in connection with the Vendor's use thereof. Periscope may also, from time to time, impose limits on the use or access to the Platform in addition to those herein.

3.   RESTRICTIONS AND RESPONSIBILITIES

3.1   Vendor will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform ("Software"); (ii) modify, translate, or create derivative works based on the Platform or any Software; (iii) use the Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or the Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with any Software or the Platform. For the avoidance of doubt, Software is the Confidential Information of Periscope, and Vendor will comply with Section 5 with respect thereto.

3.2   Further, Vendor may not remove or export from the United States or allow the export or re-export of the Platform, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority. As defined in FAR section 2.101, the Platform and Software 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.

3.3   Vendor shall use, and will ensure that all Authorized Users use, the Platform and Software in full compliance with this Agreement, Periscope's end-user terms of use which it may adopt from time to time and all applicable laws and regulations. Vendor represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to the Platform provided by Periscope, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Periscope may suspend Vendor's account and access to the Platform at any time and without notice if Periscope believes that Vendor is in violation of this Agreement. Although Periscope has no obligation to monitor Vendor's use of the Platform, Periscope may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.4   Vendor shall furnish all materials necessary to undertake its obligations and responsibilities, and shall incur all expenses associated with Vendor's provision of its Work. Vendor shall be responsible for obtaining and maintaining - both the functionality and security of - any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

4.   VENDOR RELATIONSHIP

4.1   Vendor acknowledges that nothing in this Agreement, and no transaction conducted through the Platform, shall in any way be construed to establish Vendor as an agent, employee or representative of Periscope. For the avoidance of doubt, Periscope is not directly

involved in Bids, Platform Contracts or any other transaction between Agencies and Vendors and Periscope does not use the Platform to provide or acquire any Work for itself or on behalf of others. We are a technology and marketplace provider, not an Agency or Vendor, and act solely as a passive conduit for the submission, review and execution of Bids and Platform Contracts. Vendor acknowledges that Periscope is not responsible for, and shall not be liable for, actions taken, or promises made, by Agencies. Vendor accepts all risks related to interacting with and transacting with Agencies.

4.2   The Platform may allow Agencies and Vendors to establish certain terms and conditions of purchase, performance, sale and shipping of Work offered by Vendors, e.g. price and payment terms. Such terms and conditions, as supplemented by applicable law, shall comprise the terms of purchase, sale and/or service, as applicable, of Work for any transaction facilitated via the Platform. It is Vendor's sole responsibility to ascertain and comply with any such terms.

4.3   To enjoy certain aspects of the Platform, additional terms may apply. We will present supplemental terms and conditions for review and acceptance at the time that you undertake such activity within the Platform, and any such supplemental terms shall become a part of this Agreement. In the event of any conflict between the terms hereof and any such supplemental terms, the supplemental terms shall govern with respect to the matters contemplated thereby

4.4   VENDOR IS SOLELY RESPONSIBLE FOR ITS INTERACTIONS, AND TRANSACTIONS, WITH AGENCIES, AGREES TO LOOK SOLELY TO SUCH AGENCIES FOR ANY CLAIM, DAMAGE OR LIABILITY ASSOCIATED WITH ANY TRANSACTION COMMISSIONED VIA THE PLATFORM, AND EXPRESSLY WAIVES AND RELEASES PERISCOPE FROM ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF ANY ACT OR OMISSION OF ANY SUCH AGENCIES, INCLUDING WITHOUT LIMITATION DAMAGES RELATING TO PERSONAL INJURY OR DESTRUCTION OF PROPERTY. Periscope reserves the right, but has no obligation, to monitor disputes among the Platform's users.

5.   CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1   Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has been, and may be, exposed to, or acquired, business, technical or financial information relating to the Disclosing Party's business ("Confidential Information"). Confidential Information of Periscope includes non-public information regarding features, functionality and performance of the Platform and Software. Confidential Information of Vendor includes non-public data provided by Vendor to Periscope to enable Periscope's provision of access to, and use of, the Platform as well as all content, data and information recorded and stored by the Platform for Vendor ("Vendor Data"), but explicitly excludes Vendor Information (defined below). The terms and conditions of this Agreement, including all pricing and related metrics, are Periscope's Confidential Information.

5.2   Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party

5.3   With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality and prevent the unauthorized use, or disclosure, of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

5.4   Notwithstanding Section 5.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

5.5   The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5.6   Vendor Data Contemplated by Section 5.1 should not be confused with data and information collected by Periscope from Agencies via the Platform ("Other User Data"). Collection and use of Other User Data is a matter between Periscope and Agencies, and is governed by agreements between Periscope and such Agencies. Vendor's right to access Other User Data is limited to such features of the Vendor Dashboard for which the applicable Agency has granted Vendor access during the Term.

5.7   Notwithstanding anything herein to the contrary, Vendor acknowledges that Periscope may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

6.   PROPRIETARY RIGHTS

6.1   Vendor shall own all right, title and interest in and to the Vendor Data. Periscope shall own and retain all right, title and interest in and to (i) the Platform and Software and all improvements, enhancements and modifications thereto, and (ii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "Periscope IP"). To the extent Vendor acquires any right, title or interest in any Periscope IP, Vendor hereby assigns all of its right, title and interest in such Periscope IP to Periscope.

6.2   Vendor hereby grants to Periscope a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise utilize (i) Vendor Data to provide the Platform to Vendor hereunder and as necessary or useful to monitor and improve the Platform and Software, both during and after the Term, and (ii) any contact information provided by Vendor or uploaded to the Platform on behalf of Vendor ("Vendor Information"), to utilize for any lawful purpose. For the avoidance of doubt, Periscope may use, reproduce and disclose Platform-, and Software-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to Vendor or any other identifiable individual person or entity for product improvement and other lawful purposes, all of which information, data and material will be owned by Periscope. It is Vendor's sole responsibility to back-up Vendor Data during the Term, and Vendor acknowledges that it will not have access to Vendor Data through Periscope or the Platform following the expiration or termination of this Agreement. No rights or licenses are granted except as expressly set forth herein.

7.   FEES

7.1   Periscope may offer one or more subscription pricing models ("Subscription Model") for the Platform, differentiated by price ("Subscription Fee") and one or more variables which may, but need not, include subscription term length, functionality and data accessibility. Vendor shall not have access to the Platform unless and until Vendor purchases a Subscription Model (payment for such purchase shall be immediately due and payable to Periscope) via Periscope's website, or any other method acceptable to Periscope in its sole discretion, whereupon Vendor shall be granted access to the Platform in accordance with such Subscription Model and this Agreement.

7.2   Upon the commencement of each Renewal Term, Vendor shall be liable to Periscope for payment of a Renewal Fee. Vendor hereby consents to Periscope charging any such Renewal Fee to the credit card, or other payment method, associated with Vendor's account without need to provide any further notice or receive any further consent. Each "Renewal Fee" shall equal the Subscription Fee or Renewal Fee, as applicable, due to Periscope during previous term as may be increased by Periscope in its sole discretion by up to three percent (3%); provided, if the Initial Term was greater than one (1) year, for purposes of calculating the initial Renewal Fee the Subscription Fee shall be prorated to one (1) year

7.3   If payment of any Subscription Fee or Renewal Fee by Vendor to Periscope is (i) not fully credited to Periscope's bank account immediately following a reasonable processing period as required by Periscope's payment processor, or (ii) cancelled, disabled, discontinued or otherwise dishonored in whole or in part, Periscope may, in addition to any other remedies available hereunder, immediately, and without notice, suspend Vendor's and all Authorized Users' access to, and use of, the Platform until Periscope receives full payment of all unpaid amounts, including Periscope's cost of collection, including, but not limited to, attorneys' fees and costs. Payment not received by Periscope when due will be subject to a late payment service charge at 1.5% per month or, if less, the maximum rate allowed by law All fees paid to Periscope are final and non-refundable.

8.   TERM AND TERMINATION

8.1   Unless earlier terminated as provided herein, this Agreement is effective beginning on the Effective Date and shall continue for the term of the Subscription Model purchased by Vendor ("Initial Term"). This Agreement shall automatically renew for additional successive (i) one (1) year periods if the Initial Term is equal to or greater than one (1) year, or (ii) periods equal to the Initial Term if the Initial Term is less than one (1) year (each a "Renewal Term"), unless written notice of non-renewal is received by the other party at least sixty (60) days, but not less than thirty (30) days, prior to the expiration of the then current term.

8.2   In addition to any other remedies it may have, Periscope may terminate this Agreement upon written notice if the Vendor fails to pay any amount when due or otherwise materially breaches this Agreement.

8.3   Upon termination of the Agreement, Vendor shall immediately cease all use of and all access to the Platform. Sections 3.1, 5, 6-8, 10-14 shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

9.   WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN, PERISCOPE DOES NOT WARRANT THAT ACCESS TO THE PLATFORM OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. THE PLATFORM AND SOFTWARE ARE PROVIDED "AS IS," AND PERISCOPE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.   INDEMNITY

Vendor will defend Periscope against any claim, suit, demand, or action made or brought against Periscope by a third party (i) alleging that Vendor's or an Authorized User's use of the Platform in violation of this Agreement infringes, misappropriates or otherwise violates the intellectual property rights of such third party, (ii) relating to or arising from Vendor's relationship with Agencies, including Bids and Platform Contracts and any Work related thereto, (iii) relating to or arising from Periscope's permitted use of Vendor Data, (iv) relating to or arising from Vendor's Work, without limitation product liability claims, and will indemnify and hold harmless Periscope from any

damages, losses, liabilities, costs and fees (including reasonable attorney's fees) finally awarded against Periscope in connection with or in settlement of any such claim, suit, demand, or action.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL (I) PERISCOPE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR OWED BY VENDOR HEREUNDER DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) PERISCOPE HAVE ANY LIABILITY TO VENDOR FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT PERISCOPE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. PUBLICITY

Vendor agrees that Periscope may identify Vendor as a user of the Platform and use Vendor's logo and trademark in Periscope's promotional materials. Vendor may request that Periscope stop doing so by submitting an email to Britton Cronin at marketing@periscopeholdings.com at any time. Vendor acknowledges that it may take Periscope up to 30 days to process such request.

13. GOVERNING LAW; DISPUTE RESOLUTION

This Agreement is governed in all respects by the laws of the Agency of Texas, without giving effect to its rules relating to conflict of laws. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement. Any dispute arising out of or relating to this Agreement, or its subject matter, shall be resolved exclusively by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in Austin, Texas by a single arbitrator knowledgeable in government contracting matters and the commercial aspects of "software as a service" arrangements and intellectual property. The arbitrator will provide detailed written explanations to the parties to support his/her award and regardless of outcome, each party shall pay its own costs and expenses (including attorneys' fees) associated with the arbitration proceeding and fifty percent (50%) of the fees of the arbitrator and the AAA. The arbitration award will be final and binding and may be enforced in any court of competent jurisdiction.

14. MISCELLANEOUS

Periscope is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power outages, strikes, weather conditions or acts of hackers, internet service providers or any other third party, or acts or omissions of Vendor or any Authorized User. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement may be assigned, transferred or sublicensed by either party without notice to, or consent of, the other party. Periscope may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. Any modification to this

Agreement by Periscope shall be effective fifteen (15) days after Periscope first notifies Vendor of the modification (via an update delivered through the Platform or via email or other notification) and Vendor signifies its acceptance (via email, text or an electronic click-to-accept method). The heading references herein are for convenience purposes only and shall not be deemed to limit or of any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" are references to a section of this Agreement; and (iv) derivative forms of defined terms will have correlative meanings. All notices under this Agreement will be in writing and, if to Periscope shall be delivered to the address set forth in the preamble of this Agreement, and if to Vendor shall be delivered to the primary address associated with Vendor's account. Notice will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.