

Phase Selling Website Terms of Use

Your access to and use of all information, data, and other content on the Phase Selling website is governed by the terms and conditions of these Terms of Use (this “Agreement”). By accessing, downloading, or otherwise using any information, data, or other content from this website, you agree to be bound by this Agreement.

LAST UPDATED: October 7, 2021

Parties

1. Licensor

As used in this Agreement, “Licensor” is Mindset 2X, LLC, a Texas limited liability company having a principal place of business located at 3308 Preston Rd., Ste. 350-288, Plano, Texas 75093.

2. Licensee

As used in this Agreement, you are the “Licensee”.

Purpose

3. Instructional Content

Licensor has developed certain instructional modules, resources, documents, and other material related to Licensor’s sales methodology for additive manufacturing (the “Instructional Content”) and a website for delivering the Instructional Content over the Internet (“Licensor’s Website”).

4. Membership Program

Licensor and Licensee desire to implement terms and conditions under which Licensee may purchase a membership to access the Instructional Content over the Internet, including through Licensor’s Website.

Consideration

In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Licensor and Licensee agree to the following Terms & Conditions.

License

5. Grant

Subject to the terms and conditions set forth in this Agreement, including the payment of all fees set forth in this Agreement, the Licensor hereby grants to the Licensee a non-exclusive, royalty-bearing, non-transferable license to access and use the Instructional Content and Licensor’s Website (collectively, the “Instructional

Platform”), solely for Licensee’s personal education, for the term of this Agreement (the “License”).

6. Authorized Use

The Instructional Content may only be accessed and used by Licensee through Licensor’s Website.

7. Restrictions

Without limitation, the Licensee is prohibited from:

- 7.1. modifying, reverse engineering, or decompiling the Instructional Platform;
- 7.2. downloading, archiving, saving, reusing, or otherwise accessing the Instructional Content offline;
- 7.3. reproducing, distributing, displaying, performing, or publishing the Instructional Content to any third party;
- 7.4. modifying, creating derivative works from, offering for sale, or licensing any Instructional Content;
- 7.5. circumventing, removing, altering, deactivating, or degrading any protections or security measures of the Instructional Platform;
- 7.6. using the Instructional Platform for the benefit of any third party;
- 7.7. allowing any third party to use or otherwise access the Instructional Platform;
- 7.8. inserting any code or product or manipulating the Instructional Platform in any way, or using any data mining, data gathering or extraction method.
- 7.9. uploading, posting, or otherwise sending or transmitting any material designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Instructional Platform, including any software viruses or any other computer code, files or programs
- 7.10. deleting or modifying any patent, copyright, trademark, or other proprietary rights notices associated with the Instructional Platform; and
- 7.11. transferring any right, title, or interest in the License to the Instructional Platform.

8. Ownership

Licensor retains exclusive ownership of the Instructional Platform, including any intellectual property embodied therein.

Terms & Conditions

9. Membership

Licensee may purchase a non-exclusive, time-limited right to access the Instructional Platform (a "Membership"). To use the Instructional Platform, Licensee must have Internet access, and Licensee acknowledges that the quality of the display of the Instructional Content may be affected by a variety of factors, such as location, the bandwidth available through and/or speed of Licensee's Internet connection.

Licensor may offer more than one membership plan, and some membership plans may have differing conditions, limitations, and fees, which will be disclosed at sign-up or in other communications made available to Licensee.

10. Fees

In consideration for the License granted to the Licensee under this Agreement, the Licensee shall pay fee or fees for a Membership as published on the Instructional Platform from time-to-time (the "Membership Fee").

Licensor reserves the right to change Membership plans and to adjust Membership Fees for the Instructional Platform or any components thereof in any manner and at any time as Licensor may determine in Licensor's sole and absolute discretion. Except as otherwise expressly provided for in this Agreement, any changes to the Membership or Membership Fee will take effect following notice to Licensee.

11. Payment

Licensee must provide Licensor with one or more current, valid, accepted methods of payment, as may be updated from time to time and which may include payment through Licensee's account with a third party ("Payment Method"). Licensee authorizes Licensor to charge any Payment Method associated to Licensee's account in case any other Payment Method is declined or no longer available to Licensor for payment of the Membership Fee. Licensee remains responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and Licensee does not cancel the Membership, Licensor may suspend Licensee's access to the Instructional Platform until Licensor has successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge Licensee certain fees, such as foreign transaction fees or other fees relating to the processing of the Payment Method.

The Membership Fee for and any other charges Licensee may incur in connection with Licensee's use of the Instructional Platform, such as taxes and possible transaction fees, will be charged to Licensee's Payment Method. The Membership Fees is fully earned upon payment. Licensor may authorize the Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service upon registration.

Licensor may update Payment Methods using information provided by the payment service providers. Following any update, Licensee authorize Licensor to continue to charge the applicable Payment Method(s).

Payments are nonrefundable and there are no refunds or credits for partially used membership periods. Following any cancellation, however, Licensee will continue to have access to the Instructional Platform through the end of the current billing period. At any time, and for any reason, Licensor may provide a refund, discount, or other consideration to some or all of our members ("Credits"). The amount and form of such Credits, and the decision to provide them, are at Licensor's sole and absolute discretion. The provision of Credits in one instance does not entitle Licensee to Credits in the future for similar instances, nor does it obligate Licensor to provide Credits in the future, under any circumstance.

Licensee must cancel the Membership before it renews to avoid billing of the Membership Fee for the next billing cycle to Licensee's Payment Method.

12. Taxes

In addition to other amounts payable under this Agreement, the Licensee shall pay any and all federal, state, municipal, or other taxes, duties, fees, or withholding currently or subsequently imposed on the Licensee's use of the Instructional Platform or the payment of the Membership Fee to Licensor, other than taxes assessed against the Licensor's net income. Such taxes, duties, fees, withholding, or other charges shall be paid by the Licensee or the Licensee shall provide the appropriate authority with evidence of exemption from such tax, duty, fee, withholding, or charge. If the Licensor is required to pay any such tax, duty, fee, or charge, or to withhold any amount from monies due to the Licensor from the Licensee pursuant to this Agreement, the Licensee shall promptly reimburse the Licensor any such amounts.

13. Confidentiality

13.1. **Generally.** Without the prior written consent of Licensor, Licensee shall not disclose the terms and conditions of this Agreement, except disclosure may be made as is reasonably necessary to Licensee's bankers, attorneys, or accountants, or except as may be required by law.

13.2. **Proprietary Information.** Licensee acknowledges that the Instructional Platform and all information relating to the business and operations of the Licensor that the Licensee learns or has learned during or prior to the term of this Agreement, may be the valuable, confidential, and proprietary information of the Licensor. During the period this Agreement is in effect, and at all times afterwards, the Licensee will (a) safeguard the confidential information with the same degree of care that it uses to protect Licensee's own confidential information; (b) maintain the confidentiality of this information; (c) not use the information except as permitted under this Agreement; and (d) not disseminate, disclose, sell, publish, or otherwise make available the information to any third party without the prior

written consent of the Licensor. In the event that the Licensor shall receive any confidential and proprietary information of the Licensee during or prior to the term of this Agreement, the Licensor, and its employees, contractors, consultants, and agents shall have the same obligation to protect such information as applies to the Licensee.

13.3. **Limitations.** This section does not apply to any information that (a) is already lawfully in Licensee's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of Licensee; (c) is disclosed to Licensee by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by Licensee as a matter of law (provided that Licensee will use all reasonable efforts to provide Licensor with prior notice of such disclosure and to obtain a protective order therefor); (e) is disclosed by Licensee with Licensor's approval; and (f) is independently developed by Licensee without any use of confidential information. In all cases, Licensee will use all reasonable efforts to give Licensor thirty (30) days prior written notice of any anticipated disclosure of information under this Agreement. Licensee will maintain the confidentiality of all confidential and proprietary information learned pursuant to this Agreement for a period of five (5) years from the date of termination of this Agreement.

14. Export Controls

The Instructional Platform and all underlying information or technology may not be exported or re-exported into any country to which the U.S. has embargoed goods, or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. The Licensee shall not export the Instructional Platform or any underlying information or technology to any facility in violation of these or other applicable laws and regulations.

15. Duty of Cooperation

Licensee agrees to secure and protect the Instructional Platform in a manner consistent with the maintenance of Licensor's rights therein and the terms of this Agreement, including taking reasonable measures to prevent unauthorized access or use of the Instructional Platform.

Licensee is responsible for any activity that occurs through the Membership. To maintain control over the Membership and prevent anyone from accessing the Instructional Platform, Licensee must not reveal the password or details of the Payment Method associated to the Membership to anyone.

The Licensee shall not remove or attempt to remove any patent, copyright, trademark, or other property rights notices on the Instructional Platform and shall take other necessary steps to protect Licensor's intellectual property rights.

Each of the parties agrees to cooperate with the other party and provide reasonable assistance in the defense and settlement of any and all claims subject to indemnification by the other party.

16. Duty of Compliance

The Licensee agrees to comply with and abide by all laws, treaties, and regulations concerning the use of the Instructional Platform, including, but not limited to, all intellectual property laws and export control laws.

17. Relationship

In connection with this Agreement, each of the Parties is an independent contractor and as such will not have any authority to bind or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose.

18. Representations and Warranties

18.1. Mutual Representations and Warranties

This Agreement, including Exhibits and Addenda, if any, constitutes the entire understanding between the parties, and supersedes all prior agreements and negotiations, whether oral or written. There are no other agreements between the parties, except as set forth in this Agreement.

18.2. Licensor's Representations and Warranties

The Licensor represents and warrants to the Licensee that:

- 18.2.1. the Licensor is the owner of the Instructional Platform or has the right to grant the License to the Licensee in the manner and for the purposes set forth in this Agreement without violating any rights of a third party;
- 18.2.2. the Licensor has all the requisite legal and corporate power to assent to this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- 18.2.3. all corporate action on the part of the Licensor that is necessary for the authorization, execution, delivery, and performance of all the obligations of the Licensor under this Agreement has been taken; and
- 18.2.4. this Agreement shall be duly signed and delivered by the Licensor and, assuming due signing and delivery by the Licensee, shall be a valid and legally binding obligation of the Licensor, enforceable in accordance with its terms.
- 18.2.5. **DISCLAIMER. THE LICENSOR'S WARRANTIES SET FORTH IN THIS SECTION, ABOVE, ARE IN LIEU OF, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR**

IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (a) ANY WARRANTY THAT THE INSTRUCTIONAL PLATFORM IS ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; (b) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY; AND (c) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. LICENSOR CANNOT AND DOES NOT MAKE ANY WARRANTY OR GUARANTEE THAT MEMBERSHIP OR ANY OTHER USE OF THE INSTRUCTIONAL PLATFORM WILL INCREASE LICENSEE'S SALES OR OTHERWISE PRODUCE ANY PARTICULAR RESULT FOR LICENSEE.

18.3. Licensee's Representations and Warranties

The Licensee represents and warrants to the Licensor that:

- 18.3.1. the Licensee is not a national or resident of, or located in or under the control of, any country subject to an embargo of goods by the United States;
- 18.3.2. the Licensee is not on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders;
- 18.3.3. the Licensee has all the requisite power and authority to assent to this Agreement and to carry out and perform its obligations under the terms of this Agreement;
- 18.3.4. if Licensee is not a natural person, Licensee has taken all corporate action on the part of the Licensee that is necessary for the authorization, execution, delivery, and performance of all the obligations of the Licensee under this Agreement; and
- 18.3.5. this Agreement shall be duly signed and delivered by the Licensee and, assuming due signing and delivery by the Licensor, shall be a valid and legally binding obligation of the Licensee, enforceable in accordance with its terms.
- 18.3.6. LICENSEE ACKNOWLEDGES THAT MANY FACTORS CAN CONTRIBUTE TO LICENSEE'S SUCCESS, AND THAT MEMBERSHIP OR OTHER USE OF THE INSTRUCTIONAL PLATFORM MAY NOT RESULT IN ANY INCREASE IN LICENSEE'S SALES OR PROVIDE ANY OTHER PARTICULAR BENEFIT TO LICENSEE.

19. Termination

- 19.1. **Licensee's Rights to Terminate.** The Licensee may terminate this Agreement at any time and from time-to-time on ten (10) days prior written notice to the Licensor.

19.2. **Licensor's Rights to Terminate.** The Licensor may terminate this Agreement:

19.2.1. upon ten (10) days written notice if the Licensee fails to pay any amount due to the Licensor under this Agreement;

19.2.2. upon ten (10) days prior written notice to Licensee; or

19.2.3. immediately if Licensee engages in illegal or fraudulent use of the Instructional Platform.

19.3. **Mutual Rights to Terminate.** Either of the Parties, as applicable, shall have the right, in addition, and without prejudice to any other rights or remedies, to terminate this Agreement for any material breach of this Agreement that is not cured within thirty (30) days of receipt by the party in default of a notice specifying the breach and requiring its cure.

19.4. **Rights on Termination.** The Licensor has and reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized use of Instructional Platform. On termination all rights granted to the Licensee under this Agreement cease and the Licensee will promptly cease all access to and use of the Instructional Platform.

20. Remedies

20.1. Breach of Warranty

In the event of any breach of a warranty by the Licensor, the Licensee's sole remedy is to terminate this Agreement, at which time the Licensor will refund any and all Membership Fees paid by Licensee pursuant to this Agreement within the ninety (90) day period before the Licensee notifies the Licensor of the breach.

20.2. Injunctive Relief

Licensee acknowledges that any breach of confidentiality obligations under this Agreement will irreparably harm Licensor. Accordingly, in the event of a breach of confidentiality, Licensor shall be entitled to promptly seek injunctive relief in addition to any other remedies that Licensor may have at law or in equity.

20.3. Attorney Fees

In the event that any party to this Agreement shall commence any suit or action to interpret or enforce this Agreement, the prevailing party in such action shall recover that party's costs and expenses incurred in connection with the suit or action, including attorney fees and costs of appeal, if any.

21. Limitations of Liability

LICENSOR IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING THE LOSS OF PROFITS, REVENUE,

DATA, OR USE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS INCURRED BY LICENSEE OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LICENSOR OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSOR'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT.

No action arising out of or in connection with this Agreement or the transactions contemplated by the Agreement may be brought by either of the Parties against the other more than one (1) year after the action accrues.

22. Indemnification

22.1. **Infringement.** The Licensor indemnifies, defends, and holds the Licensee harmless from and against any claims, actions, or demands alleging that the Instructional Platform infringes any patent, copyright, or other intellectual property right of a third party. If use of the Instructional Platform is permanently enjoined for any reason, the Licensor, at the Licensor's option, and in its sole discretion, may (a) modify the Instructional Platform so as to avoid infringement; (b) procure the right for the Licensee to continue to use the Instructional Platform; or (c) terminate this Agreement and refund to the Licensee all Membership Fees paid to the Licensor. The Licensor shall have no obligation under this paragraph for or with respect to claims, actions, or demands alleging infringement that arise as a result of (a) the combination of non-infringing items supplied by the Licensor with any items not supplied by the Licensor; (b) modification of the Instructional Platform by the Licensee or by the Licensor in compliance with the Licensee's designs, specifications, or instructions; (c) the direct or contributory infringement of any process patent by the Licensee through the use of the Instructional Platform; and (d) continued allegedly infringing activity by the Licensee after the Licensee has been notified of any allegation of infringement.

22.2. **Other.** The Licensee is responsible and indemnifies and holds the Licensor harmless for any and all losses, liability, or damages arising out of, or incurred in connection with, the Licensee's use or reproduction of the Instructional Platform, other than infringement, pursuant to this Agreement.

22.3. **Conditions.**

22.3.1. Should any claim subject to indemnity be made against the Licensor or the Licensee, the party against whom the claim is made agrees to provide the other party with prompt written notice of the claim.

22.3.2. The Licensor will control the defense and settlement of any claim of indemnity against the Licensor.

22.3.3. The Licensee will control the defense and settlement of any claim of indemnity against the Licensee.

22.3.4. The indemnifying party is not responsible for any costs incurred or compromise made by the indemnified party unless the indemnifying party has given prior written consent to the cost or compromise.

23. Notices

Any notices to be given under this Agreement shall be by e-mail. If to Licensor, notices shall be addressed to **Learn@PhaseSelling.com**. If to Licensee, notices shall be addressed to the email address provided by Licensee upon registration. Notices sent in accordance with this paragraph shall be deemed effective on the date of transmission. Any changes in the information set forth this paragraph shall be upon notice to the other party delivered in the manner set forth in this paragraph.

24. Amendments

Licensor may, from time-to-time, change the terms of this Agreement. Such revisions shall be effective as to Licensee, unless otherwise stated, thirty (30) days after such revisions are published on the Instructional Platform.

25. Assignment

Licensor may assign this Agreement to any affiliated company or to any entity that succeeds to all or substantially all of Licensor's business or assets related to the Instructional Platform.

Licensee may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve Licensee of any of its obligations hereunder.

26. Binding Effect

Subject to the foregoing paragraph, this Agreement shall inure to the benefit of and be binding upon all the parties to this Agreement and their respective executors, administrators, successors, and permitted assigns.

27. Severability

In the event any of the provisions of this Agreement are found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

28. Construction

The headings of contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement.

29. Survival

All warranties, representations, indemnifications, and duties of compliance, cooperation, and confidentiality shall survive the termination or expiration of this Agreement. Licensee's obligations to pay any sums owed to Licensor under the terms of this Agreement will survive any termination of the Agreement.

30. Force Majeure

Except for the obligation to pay money, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of nature, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, hacker attack, or failure of the Internet. The delayed party shall give the other party notice of such cause and shall use its reasonable commercial efforts to correct such failure or delay in performance.

31. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

32. Venue

Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in the County of Collin, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding

33. No Third-Party Benefit

Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.