

MINGA SUBSCRIPTION AGREEMENT

Last Updated: April 2024

This Subscription Agreement (the “**Agreement**”) is between the Customer identified in the Order (as defined below)(“**Customer**”) and Minga Solutions US Inc. (“**Minga**”).

1. DEFINITIONS

- 1.1 “**Affiliate**” means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where “control” means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.
- 1.2 “**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by Minga in an aggregated and anonymized manner, provided that any such data and information has been fully de-identified and does not identify Customer, Customer’s Authorized Users or any other individual person.
- 1.3 “**Authorized Users**” means the employees, agents and independent contractors of Customer and any other individuals Customer permits to use the Services, including but not limited to parents and students.
- 1.4 “**Customer Content**” means any data, content or materials that Customer or its Authorized Users submit to the Services or create or generate using the Services, except for Minga Content incorporated therein and Aggregated Statistics.
- 1.5 “**Claims**” means any and all manner of claims, demands, actions, suits, investigations or proceedings, including, without limitation, all rights with respect to any and all Losses.
- 1.6 “**Losses**” means any and all manner of losses, damages, fines, penalties, costs and expenses (including legal fees on a full indemnity basis), known or unknown, foreseeable or not foreseeable, liquidated or unliquidated.
- 1.7 “**Minga Content**” means all content that is not Customer Content, including but not limited to, any data, information, programs, templates, material or other content that Minga makes accessible to Customer through the Services.
- 1.8 “**Order**” means an order form entered into between Customer and Minga or, in the absence of an order form, an invoice issued by Minga to Customer for the Services. In the case of a trial period, “Order” means the email communication sent by Minga to Customer detailing the terms of the trial period, including the duration and Usage Limitations.
- 1.9 “**Services**” means those services made available to Customer by Minga as set out in an Order, including but not limited to the Software, training, and support.
- 1.10 “**Software**” means Minga’s campus management software-as-a-services platform and all Minga Content therein.
- 1.11 “**Subscription**” means the right to access the Software pursuant to the Order.

1.12 **“Usage Limitations”** means the usage limitations for the Services stated in the Order, including but not limited to a restriction on the number of Authorized Users.

2. **ACCESS AND USE**

2.1 **Access and Use.** Subject to the terms of this Agreement, Minga grants Customer and Customer’s Authorized Users a fee-bearing (except in the case of a free trial), non-exclusive, personal, non-transferable, non-sub-licensable and fully revocable limited right to access and use the Services during the Term, solely for school-related purposes (and not for commercial purposes) and within the Usage Limitations.

2.2 **Account Activity.** Customer is responsible for all activities that occur under Customer’s and Customer’s Authorized Users’ accounts, including, but not limited to, ensuring that Authorized Users keep their login credentials confidential and ensuring that only those individuals authorized by Customer have access to the accounts and any connected Third Party Services. Customer shall promptly notify Minga if Customer learns any Authorized User accounts or credentials have been compromised.

2.3 **Customer’s Responsibilities.** Customer shall: (i) ensure that it and its Authorized Users’ comply with this Agreement and applicable laws; (ii) be responsible for all Customer Content, including its accuracy, completeness, quality, integrity and legality; (iii) ensure it has all necessary legal rights for it and its Authorized Users to possess, use and upload Customer Content; and (iv) obtain all required consents, permissions and authorizations and provide any required disclosures or notices to Authorized Users or other individuals as required by applicable law, as well as maintain legally-adequate privacy policies.

2.4 **Usage Limitations.** If Customer exceeds the Usage Limitations, Minga will work with Customer to assess and adjust Customer’s user needs. Customer is then obligated to either adhere to the Usage Limitations or incur additional charges for expanded usage, as mutually agreed upon between the Customer and Minga. Minga reserves the right to charge for any excess usage at its standard rates and may suspend or terminate Customer’s Services, in whole or in part, for continued non-compliance with these limitations.

2.5 **Updates and Changes.** Customer acknowledges and agrees that Minga may, in its sole discretion, modify, suspend or remove any Minga Content or other features of the Services, or make updates, bug fixes, modifications, or improvements to the Services, at any time, with or without notice to Customer or its Authorized Users.

2.6 **Future Functionality.** Customer hereby acknowledges and agrees that its Subscription purchase is not contingent on the delivery of any future Software functionality, feature, or services offerings, or dependent on any oral or written representations made by Minga whatsoever.

2.7 **Third Party Services.** Customer may also have the option to connect to content, functionality, software and other services developed, provided, or maintained by third parties (collectively, **“Third Party Services”**) through the Services. All Third Party Services are provided by third parties and are not under the direction or control of Minga. Customer further acknowledges and agrees that Minga shall not be liable or responsible, directly or indirectly, for Customer’s or Customer’s Authorized Users’ access to or use of

any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Customer's and Customer's Authorized Users' use of and access to any Third Party Services is solely between Customer and the third party provider of the Third Party Services and is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services. Customer acknowledges and agrees that Minga may monitor usage of Third Party Services. Without limiting the foregoing, if, in Minga's judgment (acting in its sole discretion), a Third Party Service threatens the security, integrity or availability of the Services, Minga may immediately and without notice disable access through the Services to such Third Party Service.

3. RESTRICTIONS

- 3.1 **Restrictions on Use.** Except as expressly permitted in this Agreement, Customer agrees that Customer will not (and will not permit or allow any Authorized User or third party to): (i) rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Services to a third party; (ii) alter, edit, modify or create derivative works of the Services or any portion of the Services; (iii) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Services; (iv) use the Services to store or transmit any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses, (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (vi) attempt to gain unauthorized access to Services or the related systems or networks, (vii) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (viii) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (ix) use the Services in any manner that violates terms of this Agreement; or (x) remove or obscure any of Minga' proprietary or other notices contained in the Services.
- 3.2 **Acceptable Use Policy.** Customer shall not use or allow its Authorized Users to use the Services in any manner that violates Minga's Acceptable Use Policy located at: <https://minga.io/acceptable-use-policy/> (the "AUP"). Customer is responsible for monitoring its Authorized Users compliance with the AUP and for promptly notifying Minga of any suspected or confirmed violation.
- 3.3 **Cooperation.** Customer shall fully cooperate with Minga to address any suspected or confirmed violation of this Section 3 (Restrictions) by an Authorized User.

4. FEES AND PAYMENT

- 4.1 **Fees for Services.** Customer agrees to pay Minga all fees set out in the Order, plus all applicable taxes in accordance with the payment terms in the Order. Customer acknowledges and agrees that (i) fees will not be prorated based on actual usage; (ii) payment obligations are non-cancelable and, except as expressly provided in this Agreement, all fees are non-refundable, and (iii) quantities cannot be reduced during the Term. If Customer fails to pay the fees when due, Minga may, with or without notice to Customer: (a) suspend Customer's access to the Services until such fees are paid; or (b) terminate this Agreement.

4.2 **Taxes.** All quoted Fees for the Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with all fees due under an Order. If Minga is legally obligated to pay or collect Taxes for which Customer is responsible, then Minga will include and collect such Taxes from Customer. For clarity, Minga is solely responsible for all taxes assessable against Minga based on its revenues, assets (including real property) and personnel.

5. **COLLECTION OF PERSONAL INFORMATION**

5.1 **Privacy Policy.** Minga's privacy policy explains how Minga collects, uses and discloses personal information relating to Customer's and its Authorized User's access to and use of the Services (“**Privacy Policy**”). For full details, please refer to Minga's Privacy Policy located at: <https://minga.io/privacy-policy/>.

6. **TERM, SUSPENSION AND TERMINATION**

6.1 **Term.** The initial term of this Agreement will commence on the July 1st immediately following the issuance of the Order by Minga for the Services, or on an alternative date if specifically stipulated in the Order, and will continue for the duration specified in the Order, unless terminated in accordance with this Agreement (the “**Initial Term**”). The Agreement will only be renewed on mutual agreement of the parties. Any renewal term will commence on July 1st following the end of the Initial Term or the preceding Renewal Term, as applicable, and will extend for a duration specified in the relevant Order or one year, whichever is greater, unless terminated in accordance with this Agreement (each a “**Renewal Term**”). The “Term” of this Agreement encompasses both the Initial Term and any subsequent Renewal Term(s). Customer can request to renew at any time by contacting support at support@minga.io.

6.2 **Temporary Suspension.** Without limitation to Minga's other remedies, Minga shall be entitled to suspend Customer's and/or an Authorized User's access to the Services or delete any Customer Content:(i) if Customer or an Authorized User breaches Sections 2.3 (Customer Responsibilities) or Section 3 (Restrictions); (ii) if necessary to protect the security or integrity of the Services, or to protect Minga or any other entity or individual from material harm; or (iii) to respond to law enforcement or any other governmental authority. Minga shall provide notice of any action taken in accordance with this Section 6.2 as soon as possible unless prohibited by applicable law. Minga shall reinstate Customer's and/or the Authorized User's access as soon as possible if and when the situation that led to suspension has been resolved, provided that this Agreement has not been terminated.

6.3 **Termination.** Either party shall be entitled to terminate this Agreement: (i) if the other party commits a material breach of the Agreement which cannot be remedied; (ii) if the other party fails to cure a material breach of the Agreement within 30 days of being given notice of the breach; or (iii) immediately upon notice if the other party ceases business without a successor or becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations. To the extent Customer is

using the Services under a trial period or to beta test new features or functionalities, Customer or Minga may terminate the trial period or beta test features at any time.

- 6.4 **Effect of Termination.** On termination or expiration of this Agreement, Customer's and its Authorized Users' right to access and use the Services will terminate. If the Services do not include a feature that enables Customer to export Customer Content prior to the end of the Term, Minga will assist Customer to export Customer Content, provided that the Customer makes such request before the end of the Term. If this Agreement is terminated by Customer under Section 6.3(i) or (ii), Minga shall promptly provide a pro-rata refund of unused prepaid fees, calculated at the date of termination.

7. INTELLECTUAL PROPERTY

- 7.1 **Customer's Proprietary Rights.** As between Minga and Customer, Customer owns all rights, title and interests in and to Customer Content. Customer grants Minga a sublicensable, fully paid-up, transferable, non-exclusive, limited right to use Customer Content as necessary to provide and improve the Services.

- 7.2 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Minga may (i) monitor Customer's and Customer's Authorized Users' use of the Services; (ii) collect and compile Aggregated Statistics based on such use, including, without limitation, Customer Content; and (iii) use such Aggregated Statistics in any manner, including, without limitation, to improve the Services. As between Minga and Customer, all rights, title, and interests in and to the Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Minga.

- 7.3 **Minga Proprietary Rights.** The Minga names, slogans, logos, trademarks, service marks, domain names, designations, Services, Aggregated Statistics, Feedback (as defined below), any and all related documentation, technology, code, know-how, and templates, and the arrangement and look and feel of the Services, and any updates, modifications or derivative works of any of the foregoing, (collectively the "IP") are Minga's exclusive property. Minga retains all rights, title, and interests in and to the IP. Customer acknowledges having been advised by Minga that the IP is protected in Canada and internationally by applicable law including, but not limited to, copyright laws, trademark laws, treaty provisions and other intellectual property, confidential information and proprietary rights laws.

- 7.4 **Feedback.** If Customer or any Authorized User provides suggestions, ideas, enhancement requests, corrections, or other feedback to Minga concerning the Services ("**Feedback**"), Minga may use, disclose and exploit such Feedback without restriction or any obligation to account to Customer or the individual providing the Feedback. Minga is not required to consider or implement any Feedback.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE MADE AVAILABLE ON AN "AS-IS", "AS AVAILABLE", "WHERE AS" AND "WITH ALL FAULTS" BASIS. MINGA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY,

ACCURACY, QUALITY AND NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. MINGA DOES NOT WARRANT THAT THE SERVICES ARE SUITABLE FOR OR WILL MEET CUSTOMER'S REQUIREMENTS, INCLUDING BUT NOT LIMITED TO COMPLYING WITH ANY LAW, RULE OR REGULATION, THAT THE SERVICES WILL BE FREE OF DEFECTS, MALICIOUS CODE, VIRUSES OR MALWARE, THAT THE OPERATION OF THE SERVICES WILL BE FREE FROM INTERRUPTION OR ERROR-FREE, OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED.

9. **Limitation of Liability**

9.1 **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MINGA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "**MINGA PARTIES**") BE LIABLE TO CUSTOMER UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A)(I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (II) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (III) LOSS OF USE OR CORRUPTION OF DATA; OR (IV) LOSS OF OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS; OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID BY CUSTOMER FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE LIABILITY AROSE, EVEN IF MINGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH OR LOSSES OR DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

9.2 **ASSUMPTION OF RISK.** CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS AND ITS AUTHORIZED USERS' ACCESS TO AND USE OF THE SERVICES IS CONDITIONAL ON THE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING THE DISCLAIMER OF WARRANTIES, INDEMNITIES AND LIMITATIONS OF LIABILITY SPECIFIED HEREIN. IT IS AGREED AND ACKNOWLEDGED THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT AND FOR USE OF THE SERVICES BETWEEN CUSTOMER AND MINGA AND EACH HAS RELIED ON THIS ALLOCATION AND LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

9.3 **EXCEPTION.** The limitations in this Section will apply to the greatest extent allowed by law.

10. **INDEMNIFICATION**

10.1 **Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless the Minga Parties from and against all Claims of third parties brought against, and all Losses, of whatever nature incurred or suffered by, any of the Minga Parties arising from or in any way related to: (i) Customer's or its Authorized Users' acts or omissions, including but not limited to breach of this Agreement or breach of applicable

law; (ii) Customer's or its Authorized Users' use of the Services, including but not limited to Customer Content.

10.2 Indemnification by Minga.

- (a) **Intellectual Property Rights Indemnity.** Minga will defend and hold Customer and its Authorized Users harmless against any Claims made or brought against Customer or any of its Authorized Users based solely on a Claim by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the Canadian or United States intellectual property rights of such third party and will pay for damages finally awarded against Customer or any of its Authorized Users or agreed to in any settlement (including any reasonable legal fees) by Minga resulting from such a Claim.
- (b) **Exclusions.** Minga will have no obligation under this Section 10.2 for any infringement or misappropriation arising from or in any way related to: (i) use of the Services by Customer or its Authorized Users in combination with other products or services that are not provided or authorized by Minga; (ii) use of the Services by Customer or its Authorized Users in a manner or for a purpose not consistent with this Agreement or instructions provided by Minga; (iii) any modification of the Services not made or authorized in writing by Minga; (iv) any breach of Section 3 (Restrictions); or (v) trial or beta use of the Services.
- (c) **Mitigation of Infringement Action.** If a third party Claim as set out in Section 10.2(a) (Intellectual Property Rights Indemnity) is brought against the Customer or its Authorized Users, or in Minga's sole opinion, is likely to be brought, Minga may at its sole option and expense: (i) procure the continuing right of Customer and its Authorized Users to use the Services; (ii) replace or modify the Services in a functionally equivalent manner so that they become non-infringing; or (iii) if Minga determines, in its sole discretion, that neither (i) or (ii) are commercially feasible, Minga may terminate Customer's and its Authorized Users' rights with respect to the Services and provide Customer a pro-rata refund of any prepaid fees for the period after termination.
- (d) **Sole Remedy.** THE FOREGOING STATES MINGA'S SOLE LIABILITY AND CUSTOMER'S AND ITS AUTHORIZED USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

- 10.3 **Conditions of Indemnification.** Each party's indemnity obligations set out in Section 10 (Indemnification) are conditional on the party seeking indemnification: (i) promptly notifying the indemnifying party of the Claim in writing, although failure to promptly notify will only relieve the indemnifying party of its indemnification obligation to the extent that the delay prejudices the indemnifying party's defense of the Claim; (ii) granting the indemnifying party sole control of the defense and settlement of the Claim, although the indemnified party may participate in the defense with counsel of its choice at its own expense; and (iii) providing reasonable cooperation and assistance in the defense and negotiation of the Claim. The indemnifying party may not, without the indemnified party's prior written consent (not to be unreasonably withheld or delayed), settle, compromise or consent to the entry of any judgment in any such commenced or threatened Claim, unless such settlement, compromise or consent: (x) includes an unconditional release of the indemnified party from all liability arising out of such commenced or threatened

Claim, and (y) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the indemnified party.

11. GENERAL TERMS

- 11.1 **Changes to this Agreement.** Minga is entitled to update this Agreement from time to time. Updates will take effect on renewal of Customer's Subscription.
- 11.2 **Survival.** Sections 1, 2.7, 3, and 7 – 11 of this Agreement, and all other sections that by their terms contemplate obligations intended to survive, shall survive in full force and effect notwithstanding any termination or expiry of this Agreement.
- 11.3 **Marketing.** Unless otherwise agreed in the Order, Customer agrees that Minga may refer to Customer by its name and logo, and may briefly describe Customer, in Minga's marketing materials and website.
- 11.4 **Relationship.** Nothing in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.
- 11.5 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including labor disputes, strikes, destruction of equipment, interruption or break-down of transport, internet, telecommunication, information system, power or energy, wars, riots, terrorism, criminal acts of third parties, acts of God or governmental action, provided that such party uses commercially reasonable efforts to resume performance as soon as reasonably practicable.
- 11.6 **Entire Agreement.** This Agreement, together with the Order and any applicable agreements referenced therein, constitutes the entire agreement of the parties related to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, and representations and warranties, both written and oral, related to the subject matter of this Agreement. For clarity, terms and conditions included in Customer's purchase order, or contained on any 'shrinkwrap' agreement, committing document or other form provided or generated by Customer will be of no force and effect, even if 'accepted,' acknowledged or 'clicked-through' by Minga. Except as permitted in this Agreement, no modification or amendment of this Agreement is effective unless it is in writing and signed by both parties. In the event of conflict between the terms of this Agreement and any Order, the terms of the Order will prevail.
- 11.7 **Enurement and Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Minga may assign its rights and obligations to an acquirer of all or substantially all of its business assets in connection with merger, corporate reorganization, or like corporate transaction. This Agreement is binding on and will enure to the benefit of the parties and their respective permitted successors and assigns.
- 11.8 **Notices.** All notices under this Agreement, to be effective, must be in writing and transmitted by email or functionally equivalent electronic means of transmission (i) to Minga, at finance@minga.io; and (ii) to Customer, at the contact email set out in the

Order, or to any other address as a party may at any time advise the other by notice given or made in accordance with this Section. Any notice delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 5:00 p.m. (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

- 11.9 **Exclusive Remedies.** Except as otherwise expressly set out in the Agreement, the remedies set forth in the Agreement comprise the exclusive remedies available to Customer at law or in equity.
- 11.10 **Waiver and Severability.** A waiver of any term of this Agreement is effective only if it is in writing and signed by both parties and is not a waiver of any other term. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect: (i) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; (ii) the legality, validity or enforceability of the remaining part of that section, if applicable; or (iii) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.
- 11.11 **Governing Law, Jurisdiction and Venue.** This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law rule in any jurisdiction or the *United Nations Convention on Contracts for the International Sale of Goods*. The parties accept and submit to the exclusive jurisdiction of the federal or provincial courts located in Vancouver, British Columbia, Canada (except that Minga may seek injunctive relief to prevent improper or unauthorized use or disclosure of any IP in any court of competent jurisdiction).
- 11.12 **Jury Trial and Costs Recovery.** EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and legal fees on a full indemnity basis.