

TERMS AND CONDITIONS

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT GOVERNS YOUR USE OF THE SERVICES (AS DEFINED BELOW). BY SUBSCRIBING AND ACCESSING OR USING ANY OF THE SERVICES, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH BeBe Bru, INC., (3) THE INFORMATION YOU PROVIDED IN CONNECTION WITH YOUR REGISTRATION FOR THE SERVICES IS ACCURATE AND COMPLETE, AND (4) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE AGREEMENT. THE TERM “YOU”, “YOUR”, “USER”, OR “CUSTOMER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU DO NOT HAVE SUCH AUTHORITY OR ARE NOT OF LEGAL AGE TO FORM A BINDING CONTRACT WITH BeBe Bru, INC., YOU MAY NOT ACCESS OR USE THE SERVICES DESCRIBED HEREIN.

1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and BeBe Bru Inc, (“we”, “us”, “BeBe Bru”), concerning your access to and use of the BeBe Bru website (the “Website” or “Site”) as well as any related applications.

The “Service” or “Services” provided by BeBe Bru and referred to throughout this Agreement to Terms and Conditions “Agreement” include the following:

1. Your access to and use of the BeBe Bru website located at thebebebru.com
2. All orders submitted for use of our breast milk freeze drying service,
3. All shipping arrangements and packaging requirements related to all orders of our breast milk freeze drying service.

You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and condition or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the Site from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.5 Our site is directed to people residing in the United States of America. The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

2. Acceptable Use

2.1 This Terms and Conditions policy sets out all the permitted uses and prohibited uses of this Site.

2.2 You may not access or use the Site for any purpose other than that for which we make the Site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us BeBe Bru. Prohibited use of this Site will result in removal of your access and may carry additional legal penalties.

2.3 By creating an Account on our Site, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all of these communications from us by following the unsubscribe link or emailing info@thebebebru.com

3. Information you provide to us

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information

(such as an identification code or user name) and/or password you must promptly notify us at info@thebebebru.com

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a username you select if we determine that such username is inappropriate.

4. Payment

4.1 If you wish to purchase any Service or product from BeBe Bru, you may be asked to supply certain information relevant to your purchase, including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

4.2 When providing the information addressed in Section 4.1 above, you represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct, and complete.

4.3 We may utilize third-party services to facilitate payment, shipping, and the completion of your purchase. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to; product or service availability; errors in the description of price of the product or service; errors and/or omissions made by you when placing your order for purchase; errors in your order for any other reasons.

4.4 We reserve the right to refuse or cancel your order if fraud or unauthorized/illegal activity is suspected.

5. Commercial Terms

5.1 Fees. You agree to pay BeBe Bru the fees set forth in the executed Service Agreement.

5.2 Fee Changes. BeBe Bru will provide the Customer fourteen (14) days advance notice for any increase in fees. Any increases to the Fees shall apply at the beginning of the Customer's following Term. Customer's continued use of the Services after a Fee increase will constitute Customer's agreement to the increase in Fees.

5.3 Payment. All invoices will be due thirty (30) days after the invoice date. Fees are non-cancellable and non-refundable. Should any uncontested invoice go fifteen (15) days past the due date, BeBe Bru may cease all associated Services until payment is received in full. In the event you pay by credit card, you expressly agree that you will not charge back any payments made by credit card without the prior written consent of BeBe Bru. You understand and agree that you will be responsible for paying any costs or fees incurred by BeBe Bru as a result of any credit card chargebacks initiated by you.

5.4 Expenses. Unless mutually agreed, BeBe Bru will bear all its own expenses incurred in providing Services to Customer.

5.5 Refunds. To cancel a subscription or request a refund, please contact us at info@thebebebru.com

6. Subscriptions

7. Quality Assurance

If we receive Customer breast milk that fails to comply with our Standard Operating Procedures, BeBe Bru will immediately notify the Customer and dispose of any unprocessed breast milk in compliance with all applicable laws, rules, and regulations.

In the event we are unable to process Customer's breast milk due to any other health or safety concern as determined based on industry standards and best practices, BeBe Bru will immediately notify the Customer and dispose of any unprocessed breast milk in compliance with all applicable laws, rules, and regulations.

8. Content you provide to us

8.1 There may be opportunities for you to post content to the Site or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

8.2 You further agree that we can use your User Content for any other purposes whatsoever in perpetuity without payment to you, and combine your User Content with other content for use within the Site and otherwise. We do not have to attribute your User Content to you. When you upload or post content to our site, you grant us the following rights to use that content:

8.3 In posting User Content, including reviews or making contact with other users of the

Site, you shall comply with our Terms and Conditions policy.

8.4 You warrant that any User Content does comply with our Terms and Conditions Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

8.5 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Terms and Conditions Policy.

8.6 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values.

9. Our content

9.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (Our Content) are owned or licensed to us and are protected by copyright and trademark laws.

9.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

9.3 Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

9.4 You shall not (a) try to gain unauthorized access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

9.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to

the Site that contains viruses.

9.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

9.7 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete, or up to date.

10. Link to third-party content

10.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third-party websites or applications or the third-party operator. We are not responsible for and do not endorse any third-party websites or applications or their availability or content.

10.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser bears all, and not us, is responsibility, obligation, and liability related to the advertisement for such goods and/or services and if you have any questions or complaints in relation to specific advertisements, then your recourse is to contact the advertiser.

11. Site Management

11.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.

11.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

11.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

12. Modifications to and availability of the Site

12.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

12.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

12.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.

13. Disclaimer/Limitation of Liability/Representations and Warranties

13.1 Each party represents and warrants that it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement.

13.2 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

13.3 We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

13.4 Each party represents and warrants that it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement.

13.5 The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. BeBe Bru makes no representations concerning any content contained in or accessed through the Services, and BeBe Bru will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services.

13.6 TO THE FULLEST EXTENT ALLOWED BY LAW, BEBE BRU DISCLAIMS ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, RELIABILITY, AVAILABILITY, COMPLETENESS, LEGALITY OR OPERABILITY OF THE MATERIAL PROVIDED THROUGH THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT BEBE BRU IS NOT RESPONSIBLE OR LIABLE FOR ANY HARM RESULTING FROM: (i) USE OF THE SERVICES; (ii) DOWNLOADING INFORMATION CONTAINED ON THE SERVICES; (iii) UNAUTHORIZED DISCLOSURE OF IMAGES, INFORMATION OR DATA THROUGH THE SERVICES; AND (iv) THE INABILITY TO ACCESS OR RETRIEVE ANY CUSTOMER DATA FROM THE SERVICES, INCLUDING, WITHOUT LIMITATION, HARM CAUSED BY VIRUSES OR ANY SIMILAR DESTRUCTIVE PROGRAM.

13.7 WE ARE NOT LIABLE TO YOU FOR ANY LOSS OF PROFITS OR INCOME, OR OTHER CONSEQUENTIAL, COMPENSATORY, PUNITIVE, EXEMPLARY, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ARISING OUT OF OR RELATED TO ERRORS OR OMISSIONS, OR THE AVAILABILITY OF THE SERVICES. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. YOU FURTHER ACKNOWLEDGE THAT IN NO EVENT WILL BeBe Bru BE LIABLE TO YOU, OR ANY OTHER AUTHORIZED USER FOR PHYSICAL INJURY OR OTHER DAMAGES RESULTING FROM PATRONIZING OUR SERVICES.

If you have any questions about these Terms of Service or the Services, please reach out to info@thebebebru.com

14. Intellectual Property Rights.

14.1 You understand and agree that BeBe Bru is the sole and exclusive owner of all intellectual property used in and created under the terms of this Agreement, including, but not limited to, all right, title, and interest in and to the Services and Content and all trademarks, copyrights, and patents, whether registered or unregistered, and all trade secrets, ideas, designs, business methods, creative works, processes, and data contained therein (“Intellectual Property”). In the performance of the Services under the terms of this Agreement, BeBe Bru may use its Intellectual Property in the creation of work product, which

may include but is not limited to custom design, marketing, programming, or training materials (“Work Product”). You understand and agree that BeBe Bru remains the owner of all right, title, and interest in and to both its Intellectual Property and any Work Product created for you under the terms of this Agreement.

14.2 You may not (except as provided in this Section of this Agreement) modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any of the Content, software, materials, or Services in whole or in part. Nor will you attempt to circumvent any of BeBe Bru’s technical measures, or decompile, reverse engineer, or disassemble the Services.

14.3 Except as expressly stated in this Agreement, under no circumstances will a party obtain any rights to any IP, technology, know-how, patents, or products of the other party.

15. Copyright

15.1 Infringement. In accordance with the Digital Millennium Copyright Act (“DMCA”) and other applicable law, BeBe Bru has a policy of terminating, in appropriate circumstances and in its sole discretion, account holders who are deemed to be repeat infringers. BeBe Bru may also terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

15.2 Notification. If you think anyone has posted material to Services that violates any copyrights or other intellectual property right, you can notify BeBe Bru at info@bebebru.com. Upon receipt of such complaint, we may take whatever action, in our sole discretion, we deem appropriate, in accordance with applicable law (including with the safe harbor provisions of the Digital Millennium Copyright Act (DMCA)).

15.3 Notification Requirements. Please see 17 U.S.C. §512(c)(3) for notification requirements. BeBe Bru may give notice of a claim of copyright infringement to users by means of a general notice, electronic mail or by written communication.

16. Customer Data; Privacy; Security

You bear all responsibility and liability for the accuracy, completeness, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right of the Customer Data and BeBe Bru’s access, possession and use as permitted herein.

16.1 Communications. You shall comply with all applicable laws and regulations applicable to your use of the Services, including Customer Communications (emails, SMS messages, online ad platforms and website and Customer Marketing Content, which laws and regulations shall include but not be limited to (a) any applicable laws that govern online promotions, offers, gift cards, coupons, and/or gift certificates, data privacy and protection, intellectual property, the sending of electronic marketing messages and the sending of SMS and/or MMS text messages and (b) laws and regulations that apply to commerce, in each jurisdiction in which Customer will be sending marketing communications to a resident of the jurisdiction. Customer acknowledges and agrees that BeBe Bru (1) does not control or

monitor Customer Communications, or guarantee the accuracy, integrity, security or quality of such Customer Communications and (2) is not responsible for obtaining any necessary consents or permissions from recipients of Customer Communications. Upon request, Customer shall provide reasonable proof of compliance with the provisions set forth in this Section and BeBe Bru shall have no obligation to provide Services where BeBe Bru reasonably believes that Customer has not so complied.

16.2 Privacy. If you disclose Customer Data which includes personally identifiable information or information that could be used to identify an individual, you represent and warrant that: (i) you comply with all applicable laws relating to the collection, use, and disclosure of such personal data including, but not limited to, the General Data Protection Regulation and California's Shine the Light Law and Consumer Privacy Act; (ii) you maintain and abide by a privacy policy that complies with all applicable laws (including, but not limited to, the BeBe Bru Privacy Policy); (iii) you have made all required notifications and obtained all required consents and authorizations from your end users relating to the disclosure of end user personal data to a provider like BeBe Bru; and (iv) you are responsible for assessing whether or not BeBe Bru's Services are appropriate for you with respect to your obligations under any applicable laws or regulations, including the EU Data Protection Laws. **16.4**

Security. At all times during the term of this Agreement, BeBe Bru will maintain commercially appropriate technical and organizational measures in accordance with industry standards to protect Customer Data against unauthorized or unlawful transfer, processing or alteration and against accidental or unauthorized access, loss, damage, processing, use, transfer or destruction. BeBe Bru reserves the right to remove any Customer Data from the Services at any time, for any reason or for no reason at all, though BeBe Bru will make commercially reasonable efforts to alert you of such actions as soon as practicable. BeBe Bru may, but is not obligated to, monitor Customer Data and remove any content or prohibit any use of the Services, including by refusing to send email to your end users, if BeBe Bru believes in its sole discretion such content or use may be (or is alleged to be) in violation of this Agreement or any applicable laws or may impact delivery. All information transmitted through the Services is the sole responsibility of the party from whom such information originated. BeBe Bru does not assume liability for any Customer Data.

16.4 Privacy. Please read BeBe Bru's Privacy Policy which along with the Exhibits and any additional terms you agree to pursuant to this Agreement or by turning on specific features, are included as part of this Agreement. We will notify you of any updates to the Privacy Policy, and if you do not agree to any such updates, you may close your account and terminate your use of the Services at any time.

17. Confidentiality

17.1 Definition. "Confidential Information" means all non-public information that a party designates in writing or orally as being confidential, or which under the circumstances of disclosure ought to be treated as confidential, including the terms and conditions of this Agreement; a party's source code; a party's business policies or practices; and a party's

customers or suppliers. Each party agrees: (i) to hold the Confidential Information of the other party in strict confidence; (ii) not to disclose the other party's Confidential Information to any third party except as authorized under this Agreement; (iii) to use Confidential Information only for the purpose(s) for which it was originally disclosed and for fulfilling its obligations under this Agreement; and (iv) to return or destroy the other party's Confidential Information upon request at the termination or expiration of the Agreement. Confidential Information does not include information that: (A) is or becomes known to the public through no fault of the receiving party; (B) is known to the receiving party prior to its receipt or becomes known to the receiving party by disclosure from a third party who has a lawful right to disclose the information; (C) was independently developed by the receiving party, as reasonably established by said party; or (iv) is authorized to be disclosed by prior written consent of the disclosing party.

17.2 Disclosure. Neither party has a proprietary interest in the Confidential Information of the other party. BeBe Bru, however, may use and disclose any knowledge and ideas acquired in connection with the Services to the extent they are retained in the unaided memory of its personnel.

17.3 Return or Destruction of Confidential Information. Unless otherwise required by applicable law, within ninety (90) days of the termination of this Agreement for any reason, a receiving party must: (i) cease the use of all Confidential Information of or relating to the disclosing party (or any affiliate of the disclosing party); (ii) delete, and upon request certify that it has deleted, all documents and other materials in its possession or control containing, recording, or constituting that Confidential Information.

17.4 Feedback. BeBe Bru will have a royalty-free, worldwide, perpetual license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Services.

17.5 Publicity. Except as expressly provided herein, neither party may issue press releases or other publicity related to the parties' relationship under this Agreement without prior written approval. The parties may indicate the nature of their relationship on their respective websites and marketing materials, utilizing the other party's trademarks, service marks, and logos. Neither party may use the other party's marks in a manner that disparages the other party (or its products or services) or violates or infringes any of the other party's intellectual property rights. No use of a party's trademark by the other party pursuant to this Agreement will give that other party any rights in the trademark. All use of a party's marks will inure solely to the providing party's benefit.

18. Restrictions

18.1 You may not post or transmit, or cause to be posted or transmitted, any communication designed or intended to obtain password, account, or private information from any BeBe Bru user. BeBe Bru will not be liable for any failures in the Services or other problems which are related to your Customer Data or any equipment or service outside of BeBe Bru's facilities or control. You will not use any part of the Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store

material that is deemed threatening or obscene or engage in any kind of illegal activity. You will use the Services only in compliance with all applicable laws (including policies and laws related to spamming, privacy, intellectual property, consumer and child protection, obscenity, or defamation). You are responsible for determining whether the Services are suitable for you to use in light of any regulations like HIPAA, EU Data Protection Laws, or other laws.

18.2 Non-solicitation and Non-hiring of BeBe Bru Employees. For purposes of this section, "BeBe Bru Employee" is defined as a BeBe Bru employee with direct knowledge of and access to BeBe Bru trade secrets, proprietary information, or confidential information. Customer agrees that during the Term of this Agreement and for a period of twelve (12) months after Termination, Customer shall not, except with the prior written consent of BeBe Bru, which shall not be unreasonably withheld, (i) directly or indirectly solicit or encourage a BeBe Bru Employee to terminate their employment or contractual relationship with BeBe Bru, enter into employment or a service arrangement with a BeBe Bru Employee, facilitate such employment or arrangement, or otherwise interfere with the performance of any BeBe Bru Employee's obligations or responsibilities to BeBe Bru, or (ii) hire any current or former BeBe Bru Employee as an employee of Contractor. With respect to former BeBe Bru Employees, this Section 7. shall not apply if a former BeBe Bru Employee ceased all work for Company more than twelve (12) months before the date of encouragement or hiring.

19. Indemnity

19.1 By Customer. Customer agrees to indemnify and hold harmless BeBe Bru and its affiliates, subsidiaries, shareholders, officers, directors, employees, contractors, agents and representatives, (collectively "Indemnified Parties") against any cost, claim, liability or expense any of the BeBe Bru Indemnified Parties incur arising out of or related to: (i) the use or misuse of the Services; (ii) the infringement of a third party's copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights; (iii) BeBe Bru's use of Customer Data provided by you; or (iv) breach by you of any representation or warranty set forth in this Agreement. A third party means any entity other than the parties to this Agreement and their respective directors, officers, employees, contractors, and agents. If any action is or will be brought against BeBe Bru with respect to any allegation for which indemnity may be sought, you will provide reasonable cooperation to BeBe Bru, at your expense, to defend against or settle any such claim. Your obligation to defend BeBe Bru under the terms of this Agreement will not provide you with the ability to control BeBe Bru's defense, and BeBe Bru reserves the right to control its defense and select its counsel.

19.2 By BeBe Bru, Inc. BeBe Bru agrees to indemnify and hold harmless Customer Indemnified Parties against any cost, claim, liability or expense any of the Customer Indemnified Parties incur as a direct result of: (i) BeBe Bru's violation or infringement of any third-party rights (including any rights of privacy or publicity); and (ii) BeBe Bru's breach of its confidentiality obligations or applicable law. A third party means any entity other than the parties to this Agreement and their respective directors, officers, employees, contractors,

and agents. If any action is or will be brought against you with respect to any allegation for which indemnity may be sought, BeBe Bru will provide reasonable cooperation to you, at BeBe Bru's expense, to defend against or settle any such claim. BeBe Bru's obligation to defend you under the terms of this Agreement will not provide BeBe Bru with the ability to control your defense, and you reserve the right to control your defense and select your counsel.

20. Miscellaneous

20.1 Entire Agreement; Counterparts. This Agreement, including those other policies, addenda, and agreements specifically referenced to and incorporated herein, constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be taken to be an original; but such counterparts will together constitute one and the same document.

20.2 Notices. Any notice or other communications required or permitted under this Agreement will be valid only if in writing and will be delivered by e-mail. Notice will be sent to the addresses set forth above.

20.3 Governing Law; Venue. This Agreement will be governed in all respects by the laws of the United States of America and by the laws of the State of Montana, without regard to its conflicts of laws principles. Customer irrevocably submits to exclusive venue and exclusive personal jurisdiction in the state courts in Gallatin County or federal courts of Lewis and Clark County, Montana, for any dispute arising out of this Agreement, and waives all objections to exclusive jurisdiction and venue of such courts.

20.4 No waiver. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found 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.

20.5 Assignment. Except as set forth herein, Customer may not assign, transfer or sublicense this Agreement without Company's prior, written consent. Upon 30-days' written notice, Company may transfer, assign or delegate this Agreement and any or all of its rights and obligations to its successor-in-interest in the event of an acquisition, merger, or change of control or to an entity controlling, controlled by or under common control with Company. Notwithstanding anything to the contrary herein, Customer shall have the right to terminate this Agreement and any Service Order in the event BeBe Bru makes any assignment or delegates any obligation or duty to a competitor of Customer.

20.6 Survival. All terms that must survive termination in order to have their customary effect, including terms related to confidentiality, liability, and indemnification, will survive termination or expiration of this Agreement.

