

BRAINSTORM MARKETPLACE TERMS AND CONDITIONS

Effective Date: July 23, 2025

These BrainStorm Marketplace Terms and Conditions (this "Agreement") is a contract between your organization ("You", "Your"), and BrainStorm, Inc. ("BrainStorm"). Sometimes this Agreement will refer to You and BrainStorm individually as a "Party" or collectively as the "Parties." This Agreement outlines the terms and conditions specific to purchases made in the BrainStorm Marketplace and is governed by the agreement previously agreed to between You and BrainStorm, including any applicable Data Processing Addendum (DPA) or Privacy Policy.

1. **Eligibility and Access.** The content being purchased is only available in the BrainStorm platform. Access to the content is contingent upon continued use of the BrainStorm platform.
2. **Authorized Use.** You confirm that you are authorized to make this purchase on behalf of your organization and that the purchase aligns with your organization's internal procurement policies.
3. **No Refunds.** All purchases from the BrainStorm Marketplace are final. BrainStorm does not offer refunds, returns, or exchanges for any Marketplace transactions, including without limitation accidental purchases, dissatisfaction with content, or unused access.
4. **License and Use.** You are granted a limited, non-exclusive, non-transferable license to access and use the purchased content. You may not share, distribute, or reproduce the content without prior written consent from BrainStorm.
5. **No Contingency on Future Features.** This purchase is not contingent on the delivery of any future functionality or features.
6. **Limitation of Liability.** To the maximum extent permitted by law, BrainStorm shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Marketplace or any content purchased from the Marketplace.