Lumin CORE Terms of Service

Version 1.0 · Effective November 18, 2026

These Lumin CORE Terms of Service (these "Terms") govern access to and use of Lumin CORE and related services provided by MIXED PARTNERS DE LLC, a Delaware limited liability company doing business as Lumin ("Lumin"), to the customer identified in an Order Form ("Customer"). Each Order Form signed by Customer incorporates these Terms, and these Terms and each Order Form together form the agreement between Lumin and Customer (the "Agreement"). Each is a "Party" and together the "Parties." Version 1.0, effective November 18, 2026.

1. Purpose & Structure

Customer engages Lumin to provide access to Lumin CORE ("CORE"), Lumin's hosted member-management software platform and related implementation, migration, support, integration, and managed technology services. The commercial terms for Customer's use of CORE are stated in one or more Order Forms executed under this Agreement.

One Agreement may cover Customer's parent entity, Affiliates, brands, and multiple Locations identified in an Order Form. The signing Customer is responsible for the acts, omissions, payment obligations, and compliance of all participating Affiliates and brands using CORE under this Agreement. Additional Locations may be added by written or electronic confirmation from an authorized Customer representative accepted by Lumin. Unless otherwise stated in that confirmation, an additional Location is co-terminous with the applicable Order Form, follows the same subscription option and commercial terms for the remainder of its then-current term, is subject to the then-current per-Location fee under that Order Form, and recurring Fees begin on its agreed Billing Start Date; additional modules or materially different services may be added by Order Form without a new agreement. Customer will give Lumin at least thirty (30) days' written notice of each planned new Location so implementation can be scheduled; Lumin will use reasonable efforts to accommodate shorter notice. "Location" means a distinct physical operating site identified in the applicable Order Form, unless the Order Form expressly states otherwise. Unless an Order Form states otherwise, CORE is provided only for Locations in the United States, and Customer Data is stored and processed in the United States. If an Order Form expressly identifies a provision of this Agreement that it overrides, the Order Form controls for that matter; otherwise, this Agreement controls.

For purposes of this Agreement: "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means direct or indirect ownership of more than fifty percent (50%) of the voting interests of an entity or the power to direct its management and policies; "Business Day" means Monday through Friday, excluding U.S. federal holidays observed in Texas; "Migration Cohort" means a group of Locations and migrated accounts moved to CORE under the same approved migration plan and Production Go-Live; "Production Go-Live" means the date stated in a written or electronically documented go-live confirmation for the applicable Migration Cohort. A written or electronically documented go-live confirmation is required for any Migration Cohort receiving Migration Assurance; "Services" means CORE access and the implementation, migration, support, integration, maintenance, and related services Lumin provides under this Agreement and an applicable Order Form; and "Term" means the period this Agreement and any applicable Order Form remain in effect.

Participating Franchisees. Where Customer operates a franchise or licensed system, an independently owned franchisee or licensee that is not an Affiliate (a "Participating Franchisee") may use CORE under this Agreement by signing a joinder or Order Form accepted by Lumin. Each Participating Franchisee is bound by this Agreement for its own Locations and is responsible for its own Fees and obligations. Unless the Order Form states otherwise, Customer guarantees the payment obligations of each Participating Franchisee under this Agreement and remains responsible for its own obligations and instructions. Lumin may communicate directly with Participating Franchisees, Affiliates, and Locations about their use of CORE, support, and billing.

Conflicting Instructions. If the signing Customer and a participating Affiliate, brand, Location, or Participating Franchisee give Lumin conflicting instructions, Lumin may notify the signing Customer and pause the affected action while the signing Customer resolves the conflict. If the conflict is not resolved, the signing Customer's lawful written instruction controls and Lumin may rely on it, subject to Section 15.

2. CORE Platform; License & Relationship

"CORE" includes Lumin's hosted member-management software, interfaces, workflows, APIs, integrations, reporting, automation, documentation, updates, modules, and related functionality made available to Customer.

Subject to payment of applicable Fees and compliance with this Agreement, Lumin grants Customer and its Authorized Users a limited, non-exclusive, non-transferable right to access and use CORE during the applicable subscription term for Customer's business operations and to provide Customer-facing and member-facing services through CORE. "Authorized Users" include Customer's permitted employees, contractors, staff, members, guardians, and other end users authorized by Customer to use applicable CORE functionality.

End-User Terms. Lumin may require members and other end users to accept Lumin's standard end-user terms of use before using member-facing CORE functionality, including the Lumin Core member app. Customer will provide its own privacy notice to its members describing Customer's collection and use of their data through CORE, and Lumin may display or link to that notice. Customer's member agreements govern Customer's relationship with its members; Lumin's end-user terms govern only use of CORE.

Customer and Authorized Users may not reverse engineer, decompile, disassemble, scrape, copy, resell, sublicense, provide CORE on a service-bureau basis, use CORE to develop or benchmark a competing product, circumvent security or usage controls, or use CORE unlawfully or outside the scope of this Agreement, except to the limited extent a restriction is prohibited by applicable law.

Lumin is an independent contractor. Nothing creates a partnership, joint venture, fiduciary, agency, employment, franchise, payment-facilitator, or merchant relationship between the Parties. Unless expressly stated otherwise in an Order Form, the relationship is non-exclusive.

3. Order Forms; Locations; Fees

Each Order Form will identify the participating Customer entity or entities, covered locations, subscription option, Fees, payment configuration, implementation or migration services, and any additional modules or project-specific terms.

The Order Form may state separate Implementation Kickoff, Subscription Start, Billing Start, Target Go-Live, and Production Go-Live dates. Implementation Kickoff is when implementation work begins; Subscription Start begins the contractual subscription term; Billing Start is when recurring subscription Fees begin; Target Go-Live is a good-faith operational target unless expressly stated otherwise; and Production Go-Live is the operational cutover date defined in Section 1. If no Billing Start Date is stated, recurring Fees begin on the Subscription Start Date.

Recurring subscription Fees are stated in the applicable Order Form. Unless the Order Form states otherwise, recurring Fees are invoiced monthly in advance and due NET 14. Customer is responsible for applicable taxes other than taxes on Lumin's net income.

Lumin Add-Ons. Customer may add other Lumin products, such as Lumin Connect, Academy, Asset Management, Move, Fuel, MRKT, Station, Studio, Trainer, and Loops ("Add-Ons"), by selecting them in an Order Form or a later written or electronic order accepted by Lumin. Add-Ons are part of CORE and the Services under this Agreement and follow the same subscription option, term, Early Exit, and termination rights as the Order Form that includes them, unless the Order Form states otherwise. Add-On fees are stated per Location in the Order Form and may be packaged or priced differently for each deal. Any product-specific terms will be attached to or linked from the Order Form and control only for that Add-On.

Lumin may increase recurring subscription pricing after any initial twelve-month commitment, or during a month-to-month subscription, on at least sixty (60) days' prior written notice. Increases may occur no more than once in any twelve-month period and may not exceed five percent (5%) over the pricing in effect immediately before the increase. No price increase will take effect during an active initial twelve-month commitment unless agreed in writing.

Any undisputed amount not paid within fifteen (15) days after its due date may accrue interest at the lesser of 1.5% per month or the maximum lawful rate. If an undisputed amount remains unpaid fifteen (15) days after its due date, Lumin may suspend affected Services after giving written notice and a final written notice at least three (3) days before suspension, provided Lumin uses commercially reasonable efforts to avoid unnecessary disruption to Customer's business. Customer authorizes Lumin to charge a payment method Customer places on file for Fees, approved pass-through costs, recoupment amounts, and other amounts Customer owes Lumin under this Agreement; otherwise Lumin may invoice Customer under the applicable Order Form.

4. Subscription Options

4.1 Month-to-Month

Unless otherwise stated in the Order Form, Customer may select a month-to-month subscription. Customer may terminate the applicable Order Form on thirty (30) days' written notice. Lumin may terminate it for convenience on sixty (60) days' written notice. Month-to-month subscriptions do not include the Migration Assurance described in Section 7.

4.2 Twelve-Month Commitment

Customer may select a twelve (12) month initial subscription commitment. Customer may end the initial commitment early only through the Early Exit below or as otherwise expressly permitted under this Agreement. Otherwise, a cancellation request, cessation of use, closure of Locations, or other early discontinuation does not relieve Customer of Fees due for the remainder of the initial commitment. The Migration Assurance in Section 7 applies only if expressly selected in the Order Form and all eligibility requirements are satisfied. After the initial twelve-month period, the Order Form automatically converts to month-to-month unless otherwise agreed in writing, and may thereafter be terminated as described in Section 4.1.

Early Exit. Customer may end an initial twelve-month commitment early for all or some of its Locations at any time on thirty (30) days' written notice by paying an early-exit amount equal to (a) the Standard Migration / Setup Fee that was waived for the exiting Locations, plus (b) any Migration Advance paid for those Locations that Lumin has not already recouped. Once the early-exit amount is paid, Customer owes no further committed Fees for the exiting Locations beyond Fees for Services provided through the end of the notice period.

During a month-to-month term, Customer may remove an individual Location on thirty (30) days' written notice without terminating the remaining Locations under the Order Form. A Location included in an active initial twelve-month commitment may be removed before the end of the commitment only through the Early Exit, a sale under this Section 4.2, or as otherwise agreed in writing; otherwise, closure or cessation of use does not eliminate Fees attributable to that Location during the commitment.

Sale of a Location. If Customer sells or transfers a Location during an initial twelve-month commitment, the buyer may assume the remaining commitment for that Location by signing a joinder or Order Form accepted by Lumin, after which Customer is released from Fees for that Location accruing after the assumption date. Until the commitment is assumed, Customer remains responsible for Fees attributable to that Location. Lumin may charge the Location Transfer Fee stated in the Order Form, if any, and will give the buyer access to that Location's Customer Data only as Customer and the buyer jointly instruct in writing.

5. Implementation & Migration

Lumin will provide the implementation and migration services identified in the Order Form. Customer will timely provide complete and accurate source data, exports, credentials, billing schedules, member agreements or authorizations where reasonably required, access to existing systems and vendors, and personnel reasonably necessary for implementation. Custom development, training beyond standard onboarding, consulting, and other professional services are not included in this Agreement and, if requested, will be provided only under a separate written agreement.

Customer acknowledges that migration depends on the completeness, accuracy, format, availability, and transferability of information supplied by Customer, its prior member-management provider, payment processor, and other third parties. Lumin is not responsible for errors, omissions, delays, or failures caused by inaccurate, incomplete, corrupted, unavailable, or improperly formatted source data or by third parties outside Lumin's reasonable control.

Customer will reasonably review migrated data and configuration during implementation and promptly report identified discrepancies. Lumin will use commercially reasonable efforts to correct migration errors attributable to Lumin.

Go-Live Delay. If a Target Go-Live Date is stated in the Order Form and Production Go-Live for Customer's first Migration Cohort has not occurred within sixty (60) days after that date primarily because of Lumin's delay, Customer may cancel the affected Order Form by written notice at any time before Production Go-Live. On cancellation, Customer will owe no Fees under that Order Form and Lumin will refund any Fees Customer paid under it. Delays caused by Customer, its prior provider, its processor, or other third parties do not count toward the sixty (60) days.

6. Payment Processing

6.1 Customer Is the Seller

Under every payment option, Customer is the seller to its members and customers and is solely responsible for its member contracts, prices, billing terms, refunds, cancellations, taxes, payment authorizations, chargebacks, disputes, and compliance with laws applicable to its transactions, except to the extent Customer's own agreement with its processor or payment partner assigns a specific payment responsibility (such as chargeback handling for a sub-merchant) to that provider. Lumin is not the merchant of record, payment facilitator, acquiring bank, or payment processor for Customer's transactions under any payment option. Lumin is the seller only of Lumin Products under Section 9. Each Order Form will identify the payment option that applies under Section 6.2 or 6.3.

6.2 Stripe (Standard Option)

Unless Customer keeps an existing processor or payment partner under Section 6.3, Customer will use Stripe, which is integrated into CORE. Customer completes Stripe's merchant onboarding, typically a short online application, enters into Stripe's services agreement directly with Stripe, and is the merchant on its own Stripe account. Lumin will assist with setup and configuration. The processing rates Lumin has negotiated with Stripe will be stated in the Order Form; if Stripe changes those rates, the updated rates apply after Lumin gives Customer notice. Any Lumin payment-related fees will also be stated in the Order Form. Stripe's underwriting, approvals, holds, reserves, payouts, and account decisions are made by Stripe under its terms, and Lumin does not guarantee approval, settlement, funding, collection, or Stripe's continued availability.

6.3 Existing Processor or Payment Partner

If Customer already uses a processor or payment partner that it wants to keep, Lumin will integrate CORE with that provider if, after a review with Customer and the provider, Lumin reasonably determines that the provider offers the APIs and technical capabilities CORE requires and that the integration keeps Lumin out of the handling of cardholder data. If Lumin determines the integration is not viable, Customer may switch to the Stripe option or cancel the affected Order Form by written notice before Production Go-Live; on cancellation, Customer will owe no Fees under that Order Form and Lumin will refund any Fees paid under it.

Under this option, Customer's agreements with its provider govern its payment services, including whether Customer is a merchant or sub-merchant, and the provider's pricing, processing costs, underwriting, settlement, reserves, chargebacks, ACH, PCI, and related rules. Lumin does not control or guarantee those terms or costs. Unless expressly stated otherwise in an Order Form, the Migration Assurance does not apply where the provider is responsible for the applicable payment-data migration or first-draft process.

6.4 Cardholder Data

Under every payment option, payment credentials are captured and stored by the processor or payment partner through tokenized or hosted functionality. Lumin does not store, process, or transmit full card numbers or other cardholder data, including during migrations, where payment credentials move directly between processors.

7. Migration Assurance

7.1 Availability

The Migration Assurance applies only where the applicable Order Form (a) has an initial twelve (12) month commitment, (b) expressly includes the Migration Assurance, (c) identifies an eligible payment/migration configuration, (d) states a Migration Assurance Cap, and (e) where payment credentials are required for the migration, Lumin has received reasonable confirmation before cutover that the applicable source provider and processor permit transfer of the required payment credentials. It does not apply to month-to-month subscriptions, to migrations or payment setups for which an existing processor or payment partner under Section 6.3 is responsible, or to a Migration Cohort for which required payment credentials cannot be transferred.

7.2 Approved Migration Baseline

Before Production Go-Live for each Migration Cohort, Lumin will provide a proposed migration baseline identifying the accounts proposed as Eligible Migrated Accounts, their scheduled first-draft dates and amounts, and the aggregate gross amount of those scheduled drafts ("Baseline First-Draft Dollars"). Customer will review the proposed baseline within five (5) Business Days. The baseline becomes the "Approved Migration Baseline" when Customer accepts it in writing or electronically. Lumin may delay cutover or exclude disputed accounts from Migration Assurance until unresolved eligibility issues are resolved. After approval, the Approved Migration Baseline may be modified only through a written or electronically documented adjustment accepted by both Parties before the applicable draft is submitted.

7.3 Eligible First-Draft Dollars

"Eligible First-Draft Dollars" means Baseline First-Draft Dollars minus documented Excluded Draft Dollars determined under Section 7.5. An "Eligible Migrated Account" is an account included in the Approved Migration Baseline that, immediately before migration, was active, in good standing for billing purposes, supported by the required payment authorization, contained complete and reasonably usable migration data, and was otherwise reasonably eligible to be submitted for the scheduled draft.

7.4 Lumin Migration Error; Migration Decline; Covered Shortfall

"Lumin Migration Error" means an error directly caused by Lumin in the mapping, transformation, import, configuration, or transmission of data that Lumin was specifically responsible for migrating. It does not include source-system defects, missing or inaccurate source data, Customer instructions or post-baseline changes, payment-token transfer limitations, processor behavior, issuer or network declines, member behavior, third-party outages, fraud, or legal or compliance restrictions.

"Migration Decline" means a scheduled first draft for an Eligible Migrated Account that is declined or returned when submitted through the new payment configuration, where (a) the same payment credential successfully paid that

account's most recent scheduled recurring charge before migration, and (b) the decline or return is not for an Excluded Decline Reason. This covers, for example, a card or bank declining a previously successful payment because the merchant or processor changed. "Excluded Decline Reasons" are: expired card; insufficient funds or credit limit reached; closed, lost, stolen, or cancelled card or account; the member's stop-payment, revocation of authorization, cancellation, freeze, or dispute; and fraud confirmed by the member or issuer. Decline and return codes in processor records will be used to classify declines.

A "Covered Shortfall" is uncollected Eligible First-Draft Dollars caused by a Lumin Migration Error or a Migration Decline.

7.5 Excluded Draft Dollars

"Excluded Draft Dollars" are amounts that fail, cannot be submitted, are reversed, or remain uncollected for reasons other than a Covered Shortfall, including expired or invalid payment credentials; insufficient funds; declines or returns other than Migration Declines; member cancellation, freeze, dispute, refund, or chargeback; missing or invalid payment authorization; inaccurate, incomplete, corrupted, or unavailable source data; Customer or prior-provider acts or omissions; Customer-requested changes after baseline approval; processor, network, API, or third-party outages or restrictions; fraud; legal or compliance restrictions; or other events outside Lumin's reasonable control. If the available CORE and processor records do not reasonably establish that an uncollected amount was caused by a Covered Shortfall, that amount will not be treated as a Covered Shortfall for purposes of the Migration Advance. An amount that qualifies as a Migration Decline is not an Excluded Draft Dollar even if a category above could also describe it.

7.6 First-Draft Period; Recovery Period; Measurement Date

Each Migration Cohort will have a First-Draft Period. Unless otherwise stated in the Order Form or Approved Migration Baseline, the "First-Draft Period" is the first thirty (30) calendar days following Production Go-Live for that Migration Cohort. The "Recovery Period" is the thirty (30) calendar days immediately following the First-Draft Period. Unless another date is expressly stated, the "Measurement Date" is the first Business Day after the Recovery Period ends. Lumin may remediate qualifying migration issues and facilitate permitted retries during the Recovery Period. Any Migration Advance will be calculated as of the Measurement Date.

7.7 Collected; Records

"Collected" means amounts successfully settled and funded to Customer and not reversed as of the applicable Measurement Date. A chargeback or reversal occurring after the Measurement Date does not reopen the Migration Assurance calculation unless directly attributable to the original Lumin Migration Error. Lumin will provide a reconciliation statement within five (5) Business Days after the Measurement Date. CORE draft-level records and available processor records, including decline and return codes, will be used to determine eligibility, exclusions, collections, causation, and later recovery; where CORE and processor settlement records conflict, processor settlement records control. Customer must dispute the reconciliation in writing within ten (10) Business Days after receipt and identify the specific accounts and amounts disputed. Undisputed amounts become final and any undisputed Migration Advance remains payable while a disputed portion is being resolved. The Parties will promptly escalate any remaining dispute to knowledgeable business representatives and attempt in good faith to resolve it within ten (10) Business Days after escalation. Any unresolved dispute thereafter may be pursued under the dispute-resolution provisions of this Agreement.

7.8 90% Calculation

For each Migration Cohort: (1) Eligible First-Draft Dollars are determined under Section 7.3; (2) the 90% Assurance Threshold equals Eligible First-Draft Dollars multiplied by 90%; and (3) if Collected dollars are at least the 90% Assurance Threshold, no Migration Advance is due. If Collected dollars are below the 90% Assurance Threshold and the shortfall is caused in whole or in part by a Covered Shortfall, the Potential Migration Advance equals the lesser of (A) the amount needed to bring Collected dollars up to the 90% Assurance Threshold, but only to the extent attributable to a Covered Shortfall, or (B) the applicable Migration Assurance Cap. Example: if Eligible First-Draft Dollars are $100,000, the 90% Assurance Threshold is $90,000, Collected dollars are $85,000, and at least $5,000 of the gap to the threshold is attributable to a Covered Shortfall, the Potential Migration Advance is $5,000. If only $3,000 of that $5,000 gap is attributable to a Covered Shortfall, the Potential Migration Advance is $3,000.

7.9 Migration Assurance Cap

The “Migration Assurance Cap” will be established under this Section 7.9 and the applicable Order Form. If Migration Assurance is marked “Included” and no Custom Cap is selected, the Standard Cap automatically applies. The Standard Cap equals ten percent (10%) of Baseline First-Draft Dollars in the Approved Migration Baseline for each Migration Cohort. A Custom Cap may be stated either (a) as a dollar amount per Migration Cohort or (b) as a single aggregate dollar amount across all Migration Cohorts under the applicable Order Form. Each Approved Migration Baseline will state the applicable Baseline First-Draft Dollars, the applicable Standard or Custom Cap, whether the cap is cohort-specific or drawn from an aggregate Order Form cap, and, where applicable, the remaining unused aggregate cap. In no event will Lumin’s Migration Advance exposure exceed the applicable Migration Assurance Cap. The 90% Assurance Threshold is a trigger and benchmark, not an unconditional promise that collections will be restored to 90% where the applicable Migration Assurance Cap is lower than the qualifying gap.

7.10 Migration Advance

After the applicable Measurement Date and once the reconciliation becomes final under Section 7.7, Lumin will pay the qualifying Migration Advance within fourteen (14) calendar days. Lumin does not guarantee or advance amounts above the 90% Assurance Threshold, and no Migration Advance is due before the applicable Recovery Period has expired and the reconciliation is final. Payment of an undisputed Migration Advance amount does not constitute an admission regarding any disputed account, amount, exclusion, causation determination, or remaining claim.

7.11 Recoupment

A Migration Advance is not a purchase of receivables, assumption of member debt, or admission of liability. If Customer or Lumin later collects an underlying receivable for which Lumin made a Migration Advance, Lumin may recoup the corresponding amount dollar-for-dollar. Customer will reasonably notify Lumin of later collections not visible through CORE and provide reasonable reconciliation records on request. Recoupment may occur by a charge on a subsequent Lumin invoice, offset against amounts otherwise payable by Lumin to Customer, direct invoice, or another mutually agreed reconciliation mechanism, survives termination, and continues for one hundred eighty (180) days after the Migration Advance. Customer may not both retain the Migration Advance and retain the corresponding later-collected member payment. Any direct invoice for recoupment is due NET 14.

7.12 Customer Cooperation

Migration Assurance eligibility is conditioned on Customer’s timely and reasonable cooperation. Amounts affected by Customer disabling retries, changing processors or billing dates during the Recovery Period, changing migrated account information after baseline approval, blocking remediation, failing to provide required data or access, or refusing reasonable reconciliation support may be excluded from the Migration Assurance to the extent affected. Lumin may withhold payment of an otherwise payable Migration Advance while Customer has undisputed amounts that remain materially past due after expiration of the applicable notice and cure period.

To support first-draft collection, and unless otherwise stated in the Order Form or Approved Migration Baseline, Customer will (a) keep its prior member-management system and payment-processor accounts active and accessible through the end of the Recovery Period for each Migration Cohort, or any longer period stated in the Order Form, so that retries, payment-credential lookups, refunds, and reconciliation can be completed; and (b) promptly request and authorize the release of available payment-credential data from its prior provider and processor, including network transaction identifiers and card-on-file history where available. Amounts affected by Customer's failure to do so may be excluded from the Migration Assurance to the extent affected.

7.13 Exclusive Migration Remedy

The Migration Advance is Customer's exclusive financial remedy for failure to satisfy the Migration Assurance. The Migration Assurance does not create an indemnity, guarantee member payment, guarantee payment-processor performance, or make Lumin responsible for lost profits, future recurring revenue, consequential losses, or Excluded Draft Dollars. Customer may not obtain duplicative damages, credits, advances, or other financial remedies for the same underlying loss.

8. Customer Responsibilities

- Maintain lawful and enforceable member agreements and all notices, consents, and authorizations required by applicable law for recurring billing, communications, data processing, and use of CORE, including as described in Section 9.
- Provide accurate and timely data, billing instructions, access, approvals, and cooperation needed to operate CORE.
- Manage its users, roles, permissions, passwords, endpoints, internal policies, and staff use of CORE.
- Promptly review billing reports, migration results, transaction records, and material notices and notify Lumin of reasonably identifiable errors.
- Comply with laws applicable to Customer's fitness business, memberships, billing practices, taxes, communications, privacy obligations, and customer relationships.
- Not make promises, guarantees, or statements to members or others about CORE on Lumin's behalf beyond Lumin's documentation.

9. Customer Data; Privacy & Security

"Customer Data" means data, records, files, content, member information, transaction information, and other information provided by Customer or generated through Customer's use of CORE, excluding (a) de-identified or aggregated operational data that does not reasonably identify Customer or an individual, and (b) account-level Member Account information and information about members' purchases or use of Lumin Products, each as described in this Section 9.

As between the Parties, Customer owns and controls Customer Data. Customer grants Lumin a non-exclusive, worldwide, royalty-free license to access, host, copy, process, transmit, and modify identifiable Customer Data solely as reasonably necessary to provide, secure, support, and administer CORE, comply with law, and enforce this Agreement.

Member Accounts. Members access CORE through the Lumin Core member app using an account operated by Lumin (a "Member Account"), and one Member Account may be used with more than one Lumin customer. Account-level information, such as login credentials, device and app settings, and connections the member controls, is maintained by Lumin under its end-user terms and privacy policy. Information in a Member Account relating to Customer's Locations, memberships, services, or transactions, and data shared with Customer through features Customer enables, is

Customer Data. Lumin will keep Customer's Customer Data logically separate from other customers' data and will not make it available to another Lumin customer except as the member directs or Customer instructs.

Member Requests. If a member deletes their Member Account or makes a privacy request to Lumin, Lumin will handle the Member Account under its end-user terms and privacy policy, but will not delete Customer's records about that member, such as billing, attendance, and agreement records, unless Customer instructs or the law requires. Customer is responsible for responding to privacy requests about its Customer Data. Lumin will forward those requests to Customer and reasonably assist as described in the Processing Terms below.

No Member Solicitation. Lumin will not use Customer Data to market other gyms, studios, or fitness facilities, including other Lumin customers, to Customer's members, and will not use Customer Data to direct Customer's members to another Lumin customer. This does not limit service messages about the app or Lumin's communications with Customer.

Lumin Products. Lumin may offer its own consumer products and services, such as Lumin Fuel and Lumin MRKT ("Lumin Products"), to members within the Lumin Core app. Lumin Products are optional, and Customer may turn them off for its members at any time through CORE settings or by written notice. Lumin will offer Lumin Products using only account-level Member Account information and members' own choices and consents, not Customer Data, and will not use Sensitive Member Data to market Lumin Products. A member may choose to use a Lumin Product feature that uses the member's own wearable or health data, and Lumin will use that data only to provide that feature. Lumin is the seller of Lumin Products and is solely responsible for them, including their pricing, fulfillment, refunds, and legal compliance, and Customer has no responsibility for them. Where Customer purchases Fuel, MRKT, or another consumer product as an Add-On, the Order Form controls how it is offered to Customer's members.

Lumin may use properly aggregated or de-identified operational data that does not reasonably identify Customer or an individual for analytics, benchmarking, product development, feature improvement, AI feature evaluation, and model evaluation or training. Lumin will not knowingly attempt to re-identify data used under this paragraph, except as necessary to test or validate the effectiveness of the de-identification process.

Lumin will not use identifiable Customer Data to train foundation models or general-purpose machine-learning models, whether operated by Lumin or a third party, except where Customer expressly authorizes such use in writing.

Each Party will comply with privacy and data-protection laws applicable to its own operations. Lumin will maintain commercially reasonable administrative, technical, and organizational safeguards appropriate to CORE. Customer is responsible for the legality and accuracy of Customer Data and for obtaining required notices, permissions, and consents for the features Customer enables. Lumin is responsible for notices and consents required for Lumin Products and for account-level Member Account information it maintains.

Sensitive Member Data. Certain CORE features, including geofenced or location-based check-in and wearable-device integrations, may collect or process precise location data, heart rate, activity, and other health- or fitness-related data ("Sensitive Member Data"). Customer decides whether to enable these features. Before enabling them, Customer will provide all notices and obtain all consents required by applicable law, including any affirmative opt-in consent required for precise geolocation, consumer health, or biometric data, and will honor members' withdrawal of consent. Lumin will process Sensitive Member Data only to provide the enabled features, as instructed by Customer, for Lumin Product features a member chooses as described under Lumin Products, and as otherwise permitted under this Section 9. Lumin will not sell Sensitive Member Data or use it for targeted advertising. CORE will not be used to collect biometric identifiers (such as fingerprint or face-geometry data) unless an Order Form expressly enables and governs that use.

Minors. Where Customer permits individuals under eighteen (18) years of age to be members or Authorized Users, Customer is responsible for obtaining parent or legal-guardian consent where required by law, managing guardian access, and deciding which CORE features are enabled for those individuals. Customer will not knowingly permit a child under thirteen (13) to create a CORE account or submit personal information directly through CORE, except through a parent- or guardian-controlled account or as otherwise permitted by applicable law.

Processing Terms. To the extent Lumin processes personal information in Customer Data on Customer's behalf, Lumin acts as Customer's service provider or processor and will: (a) process it only to provide the Services, on Customer's documented instructions (including this Agreement and Customer's configuration of CORE), and as required by law; (b) not sell or share it, or retain, use, or disclose it outside the direct business relationship with Customer, except as permitted by this Agreement or applicable law; (c) not combine it with personal information from other sources except as permitted by applicable law; (d) ensure personnel with access are bound by confidentiality obligations; (e) reasonably assist Customer, taking into account the nature of the processing, in responding to requests from members or other individuals to access, correct, delete, or port their data and with any legally required assessments; (f) notify Customer if Lumin determines it can no longer meet its obligations under applicable privacy law or believes an instruction violates that law; and (g) upon reasonable written request no more than once per year, provide information reasonably necessary to demonstrate compliance with this Section 9, such as a security summary or completed security questionnaire. Assistance available through CORE's standard functionality is included; other assistance may be provided under a separate written agreement.

Lumin may engage subprocessors to process Customer Data as reasonably necessary to provide the Services. Lumin will require each subprocessor to provide written data-protection commitments substantially similar to, and appropriate for its role under, this Section 9, which may be the subprocessor's standard terms, will oversee its subprocessors' compliance with those commitments, and will make a current list of subprocessors available on request. Lumin will notify Customer before a new subprocessor begins processing personal information in Customer Data. Customer may object on reasonable data-protection grounds within fifteen (15) days after notice, and the Parties will work in good faith to resolve the objection.

Lumin will notify Customer without undue delay after becoming aware of a Security Incident materially affecting Customer Data in Lumin's control. "Security Incident" means unauthorized access to, acquisition of, or disclosure of Customer Data in Lumin's control that materially compromises the confidentiality, integrity, or availability of that Customer Data, excluding unsuccessful attempts that do not result in such compromise. Lumin will take reasonable steps to contain and remediate the Security Incident, provide available information reasonably needed for Customer to meet its legal notification obligations, and reasonably cooperate with Customer's investigation. Unless law requires otherwise, Customer remains responsible for notices to its members, customers, or other data subjects.

Payment card information is handled as described in Section 6.4. The Parties will not intentionally require Lumin to store sensitive authentication data prohibited by applicable payment-card rules.

Deletion. After expiration or termination and the post-termination export period described in Section 17.4, Lumin will delete or de-identify Customer Data in its control within a commercially reasonable period, subject to legal retention requirements. Members may keep their Member Accounts after termination, but Lumin will remove former Customer Data as described in this paragraph, and the No Member Solicitation and Lumin Products restrictions on using Customer Data continue to apply to it. Customer Data in backups will be deleted as backups are overwritten in the ordinary course and will remain protected under this Section 9 until then.

10. CORE Ownership & Intellectual Property

As between Lumin and Customer, Lumin exclusively owns all right, title, and interest in and to CORE and Lumin-developed technology incorporated into CORE, including Lumin-developed software, source code, object code, architecture, interfaces, workflows, designs, documentation, algorithms, automation, AI systems and agents, proprietary models, prompts, methodologies, orchestration, configurations, improvements, modifications, derivative works, reusable components, know-how, trademarks, and other Lumin intellectual property, whether existing before or developed during the relationship. Lumin ownership excludes Customer Data, Customer-provided materials, and third-party technology, software, models, APIs, libraries, and other materials owned or licensed by their respective providers.

No ownership interest in CORE transfers to Customer. Customer owns Customer Data and Customer-provided materials. Feedback voluntarily provided by Customer regarding CORE may be used by Lumin without restriction or

additional compensation, provided Lumin does not disclose Customer Confidential Information.

Customer Marks. Customer grants Lumin a non-exclusive, royalty-free license during the Term to use Customer's names, logos, and trademarks ("Customer Marks") as reasonably necessary to provide the Services, including displaying them in CORE, within the Lumin Core member app, in member-facing communications, and in any Customer-branded app provided under an Order Form and its app-store listing. Customer represents that it has the right to grant this license. Customer Marks remain Customer's property, and Lumin will follow Customer's reasonable written brand guidelines. Unless the Order Form states otherwise, Customer's members use the Lumin Core app published by Lumin, and any separate Customer-branded app is published under Lumin's developer account. This license does not permit publicity use beyond what Section 18 allows.

11. Third-Party Services & Integrations

CORE may use or integrate with payment processors, CRM systems, messaging providers, cloud infrastructure, APIs, software libraries, AI/model providers, and other third-party technology. Those services remain subject to their providers' terms, pricing, policies, availability, and technical limitations. Lumin is responsible for its agreed integration work but is not responsible for third-party outages, API changes, account restrictions, processor decisions, carrier filtering, vendor-side errors, or other matters outside Lumin's reasonable control.

AI-Assisted Features and Automations. CORE may use artificial intelligence to generate insights, recommendations, summaries, communications, reports, or other outputs. AI outputs may be inaccurate, incomplete, or unexpected. Unless expressly stated otherwise, Customer remains responsible for appropriate human review before materially relying on, sending, publishing, or acting on AI-generated outputs. Lumin remains responsible for operating the agreed CORE functionality but does not guarantee any particular result from AI-generated outputs. Where Customer enables an automation, AI agent, or workflow that acts without item-by-item human review (for example, automatically sending member communications or updating member records), Customer is responsible for the decision to enable it, its configuration, the templates, rules, and audiences Customer approves, and its compliance with laws applicable to Customer. Customer may disable any such automation at any time, and Lumin remains responsible for the automation operating substantially as documented.

API Access. Where an Order Form includes access to CORE's APIs, Customer and developers it authorizes may use them only as documented by Lumin and within the applicable rate limits, usage tiers, and access credentials. API fees, if any, will be stated in the Order Form or in Lumin's then-current API pricing accepted by Customer. Customer is responsible for keeping its API credentials secure and for all activity under them, including activity by third-party developers it authorizes. Lumin may throttle, suspend, or revoke API access that exceeds applicable limits, threatens CORE's security or performance, or violates this Agreement, and will give notice where commercially reasonable. Applications Customer or its developers build using CORE's APIs are Customer's responsibility and are not part of CORE.

Messaging. Automated text messaging through CORE is available only through Lumin Connect, which is licensed separately under the applicable Order Form. Lumin Connect has no message-volume cap, but may not be used for mass texting, meaning sending the same promotional or marketing message to a large group of recipients at once. Lumin may suspend or limit messaging that violates this restriction, carrier rules, or applicable law. Customer is the sender of all messages sent through Lumin Connect or CORE on its behalf and is responsible for their content, timing, and recipients, and for obtaining and documenting any consent required by law and honoring opt-out requests. Lumin will support standard opt-out processing (such as STOP replies) as documented. Customer will provide accurate information required for sender registration (such as 10DLC or toll-free verification). Lumin is not responsible for delays, blocking, or filtering caused by carrier or provider review.

12. Support; Availability; Changes

Lumin will provide commercially reasonable support, maintenance, security updates, bug fixes, and routine platform updates for CORE during an active subscription. Lumin may modify and improve CORE over time, provided it does not materially eliminate the core functionality purchased by Customer without providing commercially reasonable replacement functionality, except where a change is required by law or security, or results from a third-party provider's change, restriction, or discontinuation of its service. In those cases, Lumin will give reasonable notice where practicable.

Lumin may temporarily suspend affected users, functionality, or access where reasonably necessary to address a security threat or incident, prevent unauthorized or unlawful use, protect CORE or its users, or comply with law, court order, or regulatory requirement. Where commercially reasonable, Lumin will provide notice and limit the suspension to the affected users, functionality, or environment.

Lumin does not guarantee uninterrupted or error-free operation.

Service Level. Unless an Order Form states otherwise, Lumin targets availability of CORE's production environment of at least 99.5% in each contract year, measured by Lumin's monitoring. This is a performance target, not a warranty. Falling short of it is not by itself a breach of this Agreement; Customer's remedy is the Uptime Exit below. A "contract year" is each twelve-month period beginning on the Subscription Start Date; if an Order Form ends partway through a contract year, availability is measured through its end date. Scheduled maintenance, emergency maintenance, internet or cloud-provider outages, cyberattacks, processor failures, force majeure events, third-party failures, suspensions permitted by this Agreement, and issues caused by Customer or its systems are excluded from availability calculations. Lumin will give at least forty-eight (48) hours' notice of scheduled maintenance and will schedule it outside typical peak gym hours where reasonably practicable.

Uptime Exit. If CORE's availability, measured as described under Service Level with the same exclusions, falls below 97.0% in each of three (3) consecutive calendar months, Customer may terminate the affected Order Form by written notice within thirty (30) days after the third such month, even during an initial twelve-month commitment. The termination takes effect thirty (30) days after notice, or on a later date Customer chooses, and Customer will owe no remaining committed Fees and no early-termination charge for the terminated Services, only Fees for Services provided through the effective date. Lumin will refund any prepaid Fees for periods after that date. This Uptime Exit is Customer's sole and exclusive remedy for availability shortfalls.

Support. Unless an Order Form states otherwise, Lumin will provide standard support on Business Days from 8:00 a.m. to 6:00 p.m. Central Time, and will target an initial response within two (2) hours, at any time, for critical issues (CORE unavailable, or billing or check-in materially impaired across multiple Locations); within four (4) business hours for high-priority issues; and within one (1) Business Day for other issues. Response targets are goals, not guarantees of resolution time.

13. Confidentiality

Each Party will protect the other Party's non-public business, financial, technical, operational, product, customer, pricing, and proprietary information using at least reasonable care and use it only to perform or receive the Services. Disclosure is permitted to personnel, Affiliates, contractors, subprocessors, and professional advisors with a need to know and appropriate confidentiality obligations.

Confidential Information excludes information that becomes public without breach, was lawfully known before disclosure, is lawfully received without restriction, or is independently developed without use of the other Party's Confidential Information. If a Party is legally required to disclose the other Party's Confidential Information, it will, where legally permitted, give the other Party prompt prior notice, reasonably cooperate at the other Party's expense with efforts to limit or protect the disclosure, and disclose only what is legally required. These obligations survive five (5) years after termination; trade secrets remain protected while legally qualifying as trade secrets.

Upon termination and written request, each Party will return or securely destroy the other Party's Confidential Information in its possession or control, subject to legal retention requirements and ordinary backup retention.

14. Warranties & Disclaimers

Each Party represents that it has authority to enter this Agreement and will comply with laws applicable to its own performance. Lumin warrants that it will provide CORE and related implementation and support services in a professional and workmanlike manner and will use commercially reasonable efforts to correct material errors attributable to Lumin.

EXCEPT FOR THE EXPRESS MIGRATION ASSURANCE AND WARRANTIES STATED IN THIS AGREEMENT, CORE AND RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, LUMIN DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. LUMIN DOES NOT WARRANT ANY PARTICULAR COLLECTION RATE, REVENUE, MEMBER RETENTION, BUSINESS RESULT, PAYMENT-PROCESSOR APPROVAL, OR THIRD-PARTY PERFORMANCE.

15. Indemnification

Lumin will defend and indemnify Customer against a third-party claim alleging that CORE, when used as authorized under this Agreement, infringes a U.S. copyright, trademark, patent, or trade secret, excluding claims arising from Customer Data, Customer instructions or modifications, third-party technology, combinations not supplied by Lumin, or use outside this Agreement.

If an infringement claim is made or Lumin reasonably believes one is likely, Lumin may, at its option, obtain the right for Customer to continue using the affected CORE functionality, modify or replace it with materially equivalent non-infringing functionality, or, if neither is commercially reasonable, terminate the affected Services and refund prepaid unused Fees attributable to them. The foregoing indemnity and these remedies are Customer's sole and exclusive remedies for an IP infringement claim.

Customer will defend, indemnify, and hold harmless Lumin and its Affiliates, officers, employees, contractors, and agents from and against all third-party claims, and resulting losses, damages, fines, penalties, settlements, and reasonable attorneys' fees and costs, arising from or relating to: (a) Customer Data; (b) Customer's business, facilities, staff, trainers, classes, products, or services, including any injury occurring at or in connection with them; (c) any claim by Customer's members, prospects, guardians, employees, contractors, or other end users relating to their relationship with Customer, including member agreements, billing authorizations, pricing, refunds, cancellations, and communications; (d) Customer's negligence, willful misconduct, breach of this Agreement, or violation of law; (e) Customer's misuse of CORE; (f) any promise or statement Customer makes about CORE beyond Lumin's documentation; (g) Customer-provided materials or instructions; (h) modifications made by anyone other than Lumin; or (i) Lumin's compliance with the signing Customer's written instruction under Section 1 (Conflicting Instructions), including claims by a participating Affiliate, brand, Location, or Participating Franchisee. Customer's obligations under this paragraph do not apply to the extent a claim is caused by Lumin's breach of this Agreement, negligence, or willful misconduct, relates to Lumin Products, or is covered by Lumin's infringement indemnity above. Except for that infringement indemnity, Lumin has no obligation to defend or indemnify Customer.

The indemnified Party will promptly notify the indemnifying Party, reasonably cooperate at the indemnifying Party's expense, and permit the indemnifying Party to control the defense and settlement. No settlement may admit fault by or impose non-monetary obligations on the indemnified Party without its prior written consent.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15, NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

EXCEPT FOR FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15, OR LIABILITY THAT CANNOT LEGALLY BE LIMITED, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF AN APPLICABLE ORDER FORM WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR THE SHORTER PERIOD IF THE ORDER FORM HAS BEEN IN EFFECT LESS THAN TWELVE MONTHS. NOTWITHSTANDING THE FOREGOING CARVE-OUT FOR INDEMNIFICATION, LUMIN'S LIABILITY FOR ITS IP INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 WILL NOT EXCEED TWO (2) TIMES THAT GENERAL LIABILITY CAP. CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 15 ARE NOT SUBJECT TO THE GENERAL LIABILITY CAP. MIGRATION ADVANCES ARE GOVERNED SOLELY BY SECTION 7 AND THE APPLICABLE MIGRATION ASSURANCE CAP, WHICH IS SEPARATE FROM AND DOES NOT REDUCE OR CONSUME THE GENERAL LIABILITY CAP.

Except for claims to collect unpaid Fees or other amounts due, indemnification claims under Section 15, and claims for misuse of a Party's intellectual property or Confidential Information, any claim arising out of this Agreement must be brought within one (1) year after the claiming Party knew or reasonably should have known of the facts giving rise to it, or the claim is permanently barred. This period is extended by the time the Parties spend in dispute escalation under Section 18.

Nothing in this Section limits Customer's obligation to pay Fees, pass-through costs, recoupment invoices, or other amounts properly due under this Agreement.

17. Termination & Transition

17.1 Agreement Term

This Agreement remains in effect until terminated. Termination of the Agreement does not automatically shorten a then-current twelve-month commitment unless the commitment ends under the Early Exit in Section 4.2, the Go-Live Delay right in Section 5, the payment-integration cancellation right in Section 6.3, the Uptime Exit in Section 12, or termination for cause permitted under this Agreement.

17.2 Termination for Cause

Either Party may terminate this Agreement or an affected Order Form for a material breach that remains uncured thirty (30) days after written notice. Either Party may terminate immediately for fraud, willful misconduct, insolvency, or cessation of substantially all business operations.

17.3 Effect of Termination

Termination does not affect accrued payment obligations, Customer's ownership of Customer Data, Lumin's ownership of CORE, or provisions that survive under this Agreement. Customer's access to CORE ends when the applicable subscription ends, subject to reasonable transition arrangements. If Customer seeks to discontinue an initial twelve-month Order Form before the end of its commitment other than for Lumin's uncured material breach, under the Go-Live Delay right in Section 5, under the payment-integration cancellation right in Section 6.3, or under the Uptime Exit in Section 12, or if Lumin terminates that Order Form for Customer's uncured material breach, the Migration Assurance terminates as of the effective date on which Customer's access or use is discontinued, or the effective date of termination where termination is permitted under this Agreement, and any then-outstanding recoupment amount becomes immediately due. Remaining committed subscription Fees continue to be payable on their originally scheduled billing dates through the end of the initial commitment, except where the Order Form ends under the Early Exit in Section 4.2 (once the early-exit amount is paid), the Go-Live Delay right in Section 5, the payment-integration cancellation right in Section 6.3, the Uptime Exit in Section 12, or Customer's termination for Lumin's uncured material breach. Migration Advances already properly earned and paid remain subject to Section 7.11. Termination does not eliminate an undisputed Migration Advance that became due under Section 7 before the effective termination date. Accrued payment obligations, Section 7.11 (Recoupment), Customer Data ownership, Section 9 (Customer Data; Privacy & Security) until Customer Data is deleted or de-identified as described there, Section 10 (CORE Ownership & Intellectual Property), Section 13 (Confidentiality), Section 15 (Indemnification), Section 16 (Limitation of Liability), Section 17.4 (Data Export & Transition) for its stated post-termination period, and provisions of Section 18 that by their nature continue will survive expiration or termination.

17.4 Data Export & Transition

Customer may obtain a standard export of Customer Data in CORE's then-supported standard format at any time during an active subscription at no additional charge. Lumin will provide a requested standard export within a commercially reasonable period, not to exceed thirty (30) days unless the volume, technical circumstances, applicable law, or third-party dependencies reasonably require additional time. CORE's standard export will include the principal Customer Data categories then maintained in structured form and generally supported for export by CORE, excluding Lumin proprietary configuration, derived analytics, system logs, third-party proprietary data, and data Lumin is prohibited from exporting. Upon expiration or termination and payment of undisputed outstanding amounts, Lumin will also provide a standard export if requested within sixty (60) days. Custom formatting, additional migration assistance, handoff consultation, or other transition work is not included and may be provided under a separate written agreement, at no charge where termination results from Lumin's uncured material breach. Customer's right to receive a standard export of Customer Data will not be withheld solely because of a payment dispute; all payment obligations and Lumin's collection rights remain unaffected. Lumin will reasonably cooperate with transfer of processor-controlled payment tokens or credentials where technically and contractually permitted. Any transfer of processor-controlled payment credentials remains subject to the applicable processor's rules, technical capabilities, approvals, and agreements. Customer is responsible for maintaining the processor relationship and obtaining any authorization required from the processor or successor provider.

18. General Terms

Neither Party may assign this Agreement without the other Party's consent, except in connection with a merger, acquisition, sale of substantially all assets, reorganization, or Affiliate restructuring where the successor assumes the Agreement in writing; however, neither Party may assign this Agreement to a direct competitor of the other Party without that Party's prior written consent. Neither Party is liable for any delay or failure to perform caused by circumstances beyond its reasonable control, including natural disasters, pandemics, war, terrorism, labor disputes, government action, cyberattacks, and failures of internet, cloud, telecommunications, payment-processor, or other third-party providers, except that this does not excuse any obligation to pay Fees or other amounts due.

Lumin may identify Customer by name as a customer, but use of Customer logos, testimonials, or a public case study requires Customer's prior written approval.

Notices must be in writing and delivered by personal delivery, nationally recognized overnight courier, certified U.S. Mail, or email. Email notice is deemed received on the Business Day sent if sent before 5:00 p.m. recipient local time and no delivery-failure notice is received, otherwise on the next Business Day. Notices to Lumin will be sent to legal@lumin.fitness or another address designated by Lumin. Customer notices will be sent to the Legal / Notice Contact stated in the applicable Order Form.

If Customer reasonably requires additional data-protection terms to comply with applicable law, the Parties will negotiate them in good faith as a written addendum. In the event of a conflict, any such addendum controls solely with respect to privacy, security, and processing of personal data; an applicable Order Form controls only to the extent it expressly overrides this Agreement; and this Agreement otherwise controls.

Insurance. During the Term, Lumin will maintain commercially reasonable insurance appropriate to its business, which may include commercial general liability, technology errors and omissions, and cyber liability coverage. Upon reasonable written request, Lumin will provide evidence of then-current coverage.

Dispute Escalation. Before filing a lawsuit, other than to collect unpaid Fees or other amounts due, to seek injunctive or other equitable relief, or to protect intellectual property or Confidential Information, a Party will give the other Party written notice describing the dispute and the provisions of this Agreement involved. Knowledgeable executives of both Parties will meet, in person or by video, within thirty (30) days after that notice to try in good faith to resolve the dispute. If the dispute is not resolved within thirty (30) days after that meeting, or the other Party does not participate, either Party may proceed. Disputes about a Migration Assurance reconciliation first follow the process in Section 7.7.

This Agreement is governed by Texas law, without regard to conflict-of-law principles. The Parties submit to exclusive jurisdiction in the state and federal courts located in Dallas County, Texas. The prevailing Party in an action arising under this Agreement is entitled to reasonable attorneys' fees and costs. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

This Agreement and its Order Forms are the entire agreement regarding CORE and supersede prior discussions on their subject matter. Except as described in Changes to These Terms, amendments must be in writing and signed by authorized representatives. Failure to enforce a provision is not a waiver. If any provision is unenforceable, the remainder remains effective. Electronic signatures and counterparts are permitted. No third party is a beneficiary of this Agreement unless expressly stated. Headings are for convenience only. Each Party had the opportunity to review this Agreement with counsel, and no provision will be interpreted against a Party because that Party drafted it.

Changes to These Terms. Lumin may update these Terms by posting a new version with a new version number and effective date and giving Customer written notice. An update applies to an existing Order Form on the earlier of the start of its next renewal period or thirty (30) days after notice, except that updates required by law apply when required. If an update materially and adversely affects Customer, Customer may terminate the affected Order Form by written notice before the update applies, without any early-exit amount or remaining committed Fees. Until an update applies, the version in effect when the Order Form was signed governs it. Lumin will keep prior versions available on request.

Where this Agreement expressly permits an approval, confirmation, or adjustment to be made electronically, it may be evidenced by email, an approval recorded within CORE, or another electronic record attributable to an authorized representative of the applicable Party.