

# MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the “**Agreement**”) governs Customer’s acquisition and use of Algo Services. This agreement was last updated on December 22, 2022. It is effective between Customer and Algo as of the date of Customer’s accepting this Agreement (the “Effective Date”).

- A. Algomus Inc. dba Algo (“Algo”) with offices at 950 Stephenson Highway in Troy, Michigan 48083, is in the business of providing subscription software services, implementation services, business and technical consulting, and custom software development solutions and services.
- B. Client desires to engage Algo, and Algo has agreed, to provide certain of its solutions and services, as set forth below and in Order Forms and Statement(s) of Work to be executed during the Term of this Agreement.
- C. By accepting this agreement, by (1) clicking a box indicating acceptance, (2) executing an Order Form or Statement of Work (SOW) that references this agreement, (3) signing applicable signature page, (4) using free services, customer agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and it affiliates to these terms and conditions, in which case the term “Customer” shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

**1. DEFINITIONS.** As used in this Agreement and in all Statements of Work and any other documents prepared by Algo in connection with this Agreement, and in addition to any other terms defined herein, the following defined terms will have the following meanings:

**1.1. “Algo Agents”** means the employees, agents, subcontractors, and representatives of Algo.

**1.2. “Algo Proprietary Property”** means the Tools, confidential or proprietary methods, concepts, techniques, inventions, algorithms, code sequences, routines, process models, program organization, procedures, work approaches, know-how, ideas, display features and characteristics and data base structuring techniques, and Documentation related thereto, which were previously owned, acquired or developed by Algo or that Algo acquires or develops in the course of or as a result of performing Services hereunder, and are used in connection with the provision of the Services. Algo Proprietary Property shall also include any patents, marks or copyrights issued, published or registered in the name of Algo pursuant to the Laws of the United States or any other jurisdiction or international convention.

**1.3. “Assets”** collectively means: (a) Client Machines, (b) Client Property, (c) Client Contracts, and (d) any another resource utilized by Client in conducting activities related to the Services.

**1.4. “Business and Technical Consulting Services”** means all services and solutions provided by Algo Agents engaged to provide business and technical consulting as described in a Statement of Work.

**1.5. “Client Agents”** mean the employees, agents, subcontractors, and representatives of Client, other than Algo and Algo Agents.

**1.6. “Client Contracts”** means collectively all service contracts, subscriptions, connectivity agreements, and other contracts between Client and a party other than Algo that relate to the Services.

**1.7. “Changes”** means updates, upgrades, additions, and modifications to the Standard Software or Standard Documentation made by Algo, whether requested by Client, including translations into foreign languages, and any other new or additional works based in whole or in part on the Standard Software.

**1.8. “Client Data”** means collectively all data and information submitted by or retrieved from Client or Client’s customer in connection with the Services.

**1.9. “Client Machines”** means any Machines owned or leased by Client and managed by Algo under this Agreement.

**1.10. “Confidential Information”** means (a) information of a party in all forms which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use, as well as (b) other information that is provided to or obtained by one party and that is valuable to the other party and not generally known by the public.

**1.11. “Custom Software”** means and includes (a) custom, Client specific modifications made to permit Client to use Standard Software; and (b) custom software specially ordered by Client according to specifications contained in a Statement of Work.

**1.12. “Documentation”** means with respect to Software and Tools, all materials, documentation, specifications, technical manuals, user manuals, flow diagrams, file descriptions and other written information that describes the function and

use or is intended to be a resource for use of such Software or Tools, as applicable. Standard Software has associated “Standard Documentation” and Custom Software has associated “Custom Documentation”.

**1.13. “Fixed Monthly Fee”** means the monthly charge payable by Client to access the Subscription Software Services, and to obtain the use of Algo’ hosting, help line, infrastructure, and Technology in connection therewith.

**1.14. “Governmental Authority”** means any federal, state, municipal, local, territorial, or other governmental department, regulatory authority, judicial or administrative body, whether domestic, international, or foreign.

**1.15. “Implementation Services”** means all services and solutions provided by Algo Agents in implementing or facilitating any Services as described in a Statement of Work

**1.16. “Law”** means any statute, regulation, declaration, decree, directive, legislative enactment, order, ordinance, rule or other binding restriction or requirement of or by any Governmental Authority.

**1.17. “Machines”** means computers and related equipment, including central processing units and other processors, networks, controllers, modems, communications, and telecommunications equipment (voice, data and video), cables, storage devices, printers, terminals, other peripherals and input and output devices, and other tangible mechanical and electronic equipment intended for the processing, input, output, storage, manipulation, communication, transmission or retrieval of information and data.

**1.18. “Order Form”** means a written statement of the terms for purchase of the applicable Standard Software Products licensed as a Subscription Service. The Order Form specifies the type and quantity of Products as well as the specific Terms and Conditions.

**1.19. “Services”** means all services and solutions provided by Algo and Algo Agents under this Agreement and all Statements of Work, including those performed in connection with providing Standard Software (whether by subscription or otherwise) and Custom Software, Business and Technical Consulting Services, Implementation Services, Out-of-Scope Services and Termination Assistance Services.

**1.20. “Service Fee”** means a fee identified in a particular Statement of Work for the performance of Services by Algo Agents.

**1.21. “Products”** mean the Custom Software, Documentation, Software, Standard Software, Technology, and Third Party Software provided by Algo to the Client.

**1.22. “Software”** means the object code copies of the computer software programs described on the Statement of Work and each copy, translation, update, modification, enhancement, or other derivative work of all or any part of the programs, in any medium, delivered to or made available to Client under this Agreement.

**1.23. “Standard Software”** means Algo’s suite of standard software modules and programs which it has developed and licenses to customers, whether by subscription or otherwise.

**1.24. “Subscription Software Services”** means services provided in connection with the Algo Standard Software for which Client subscribes to pay and utilize by use of the Technology.

**1.25. “Statement of Work”** means a written statement of work to be performed by Algo on behalf of the Client, signed by both parties, which sets forth (i) a description of the services, functions and responsibilities to be performed by Algo on behalf of Client; (ii) a description of any additional obligations of Client required for Algo to perform such services (iii) a schedule for commencing and completing such services; (iv) Algo’ fees for such services, including, in some cases, a schedule for payment of such fees; (v) when appropriate, a description of any Custom Software or Machines to be provided by Algo or Client in connection with such service; (vi) when appropriate, the Software and Machines and run-time requirements necessary to develop and operate any Custom Software; (vii) a description of the human resources necessary to provide the services; (viii) when appropriate, a list of any existing Software or Machines included in or to be used in connection with such services; (ix) when appropriate, acceptance test criteria and procedures for any Custom Software or any products, packages or services; (x) any service objective established by Algo and Client, and (xi) other information or terms of engagement agreed to by Algo or Client.

**1.26. “Tangible Property”** means the tangible personal property of Client identified on “Exhibit A” attached hereto, which is provided to (and used by) the Algo Agent identified on “Exhibit A” in connection with the Services.

**1.27. “Technology”** means collectively the Subscription Software Services and technical infrastructure through which the Subscription Software Services are provided by Algo.

**1.28. “Termination Assistance Period”** means a period of time designated by Client, commencing on the date a determination is made that there will be an expiration or termination of this Agreement and continuing at Client’s election for up to a maximum of three (3) months after the applicable expiration or termination of the Term.

**1.29. “Termination Assistance Services”** means (i) the Services (and any replacements thereof or substitutions therefore), to the extent Client requests such Services during the Termination Assistance Period, (ii) Algo’s assistance and cooperation with Client and its service providers in the development, and implementation, of a transition plan to transfer the Services to Client or to another service provider, (iii) Algo’s assistance in transition training for the employees of Client or another service provider assuming responsibility for the Services, and (iv) any Out-of-Scope Services requested by Client in order to facilitate the transfer of the Services to Client or another service provider.

**1.30. “Territory”** means anywhere in the world except for the Crimea region of Ukraine and those countries listed in Country Group E:1 and E:2 on Supplement No. 1 to Part 740 of the EAR, which currently exclude Cuba, Iran, North Korea, Sudan and Syria from the Territory.

**1.31. “Third-Party Software”** means collectively the Software that is licensed, leased or otherwise acquired by Client from a third party and used in connection with the provision of the Services.

**1.32. “Tools”** means software tools, confidential or proprietary algorithms, methods, concepts, techniques, code sequences, routines, process models, program organization, procedures, work approaches, know-how, ideas, display features and characteristics and data base structuring techniques of general applicability that have been previously developed or acquired by Algo or that Algo develops or acquires in the course of or as a result of performing Services hereunder.

**1.33. “US Export Control Laws”** mean the (a) International Traffic in Arms Regulations, (b) Export Administration Regulations, and (c) US economic and trade sanctions administered and enforced by the Office of Foreign Assets Control, as well as any additional applicable US federal laws, regulations or executive orders pertaining to the export, reexport, in-country transfer and deemed export of Products and provision of Services.

**1.34. “Use”** means to access, load, execute, store, transmit, display, copy, maintain, modify, enhance, create derivative works, make or have made.

**1.35. “User”** means a person Client has authorized to access and use the Subscription Software Services through the Client’s User Account.

**1.36. “User Account”** means an account created and managed by Client, including a login ID and password by which Client accesses the Subscription Software Services.

**1.37. “Variable Fee”** means the fee charged for usage of Subscription Software Services that is contingent upon usage or transaction volume.

## **2. SERVICES.**

**2.1. Description of Services.** During the Term, Algo shall provide to Client the Services described in a Statement of Work executed by Client and Algo from time to time. For any work to be undertaken by Algo on behalf of Client, the parties shall execute a Statement of Work.

**2.2. Right to Manage.** Algo has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Services, unless otherwise provided herein or in an applicable Statement of Work.

**2.3. Statements of Work.** Each Statement of Work is subject to the terms and conditions of this Agreement. All references to this “Agreement” shall include any Statement of Work entered in connection herewith. Each Statement of Work which is signed by the parties shall constitute an amendment to this Agreement. The terms of the most recent Statement of Work shall control in the event of any conflict between the terms of that Statement of Work and the terms of this Agreement or any earlier Statement of Work.

**2.4. Out of Scope Services.** During the Term and the Termination Assistance Period, Client may request changes to the Services or ask Algo to perform other or additional services (collectively “Out-of-Scope Services”). Unless Algo refuses the request, Algo shall provide Client with a proposed Statement of Work incorporating the work required to implement the request. Algo shall not begin (and Client shall not request that Algo begin) performing and shall not be required to perform any Out-of-Scope Service until the parties have executed an additional Statement of Work detailing the terms and cost of such Out-of-Scope Service.

**2.5. Location of Services.** The Services shall be provided to Client from 950 Stephenson Highway in Troy, Michigan 48083 or such other location as Algo shall determine.

**2.6. Software Installation and Support.** Unless otherwise agreed in writing, Client is responsible for the installation of any Software required for the performance of the Services and shall comply with Algo’s installation instructions. Upon execution of a Statement of Work, Algo agrees to provide Client with initial installation and configuration support to ensure proper interfacing and compatibility of the Software with Client’s hardware and other software solutions.

**2.7. Custom Software or Business or Technical Consulting Services.** In the event Client has requested Custom Software or Business or Technical Consulting Services, Algo agrees to use reasonable commercial efforts to provide such services. Such services shall be provided under a Statement of Work, at Algo’s then-current time and material rates or on such other basis as shall be set forth in the Statement of Work.

**2.8. Cooperation.** Client agrees to fully cooperate with Algo and provide Algo access to complete and accurate information and data from Client Agents; office accommodations and facilities (as applicable); equipment assistance; and suitably configured computer products in a timely fashion and as reasonably required by Algo to perform its duties hereunder and applicable Statements of Work. Client acknowledges and agrees that such cooperation and provision of information, data, facilities, equipment assistance, and computer products are essential to Algo’s ability to perform the Services. To the extent that the Services require Algo to access or use any third-party products or Third-Party Software provided by Client, Client warrants that Client shall have all rights and licenses of third parties necessary or appropriate for Algo to access, use or display such third party products and Third-Party Software and agrees to produce evidence of such rights and licenses upon the reasonable request of Algo. Client agrees to undertake and timely deliver all of Client’s responsibilities as set forth in this Agreement and in all Statements of Work.

**2.9. Changes Affecting Services.** If the relevant requirement(s), project plan(s), schedule, scope, specification(s), design(s), software, hardware product(s), or related system environment(s), architecture, or IT system integration that are either set forth in the Statement of Work or otherwise necessary to perform the Services are changed by Client or any other person in a manner which affects Algo’s ability to perform Services, Algo shall not be responsible for the timely completion of Services

affected by the change unless Client and Algo specifically consent to the change, scheduling, and additional fees, if any, in a Statement of Work.

**2.10. Acceptance Procedure.** For Services which involve the delivery of either Standard Software or Custom Software, or portions thereof, including but not limited to Standard Software furnished by Algo on a subscription basis, or Services which involve the delivery of output, reporting, data analysis or other manipulation of Client Data, the applicable Statement of Work will provide for a procedure for acceptance testing prior to Client's final acceptance of the Software or Services. Upon completion of the testing, Client will notify Algo in writing either of its acceptance or of any defects. In the event of written acceptance, or if Client shall fail or refuse to notify Algo in writing within five (5) days after completion of testing that the Software or Services are defective, the Software and Services will be conclusively deemed to have been accepted by Client as conforming in all respects to the Statement of Work applicable to such Software, Services, or portion thereof. In the event of unsuccessful completion of testing after three iterations, Client may elect to terminate the affected Statement of Work upon written notice to Algo, and as Client's sole remedy Algo will refund all money paid by Client under that SOW for the Services related to the Software or Services portion tested. A failure or refusal of Client to accept the Software or Services after testing based upon a claimed defect shall be deemed a claim for breach of warranty under Section 10 of this Agreement.

### **3. SUBSCRIPTION SOFTWARE SERVICES LICENSE AND SUBSCRIPTION.**

**3.1. Grant.** Algo hereby grants to Client a limited, nonexclusive, nontransferable, and non-assignable license to use within the Territory the Subscription Software described in the Order Form, subject to the limitations and access rights and procedures, and contingent upon payment of the Fixed Monthly Fees, Supplemental and/or Variable Fees set forth on the Order Form or Statement of Work. Termination of the Order Form or Statement of Work applicable to this grant under Section 11 of this Agreement terminates Client's right of access to the Subscription Software Products and Services.

**3.2. Software Service Subscription.** For as long as Client remains a subscriber to Algo's Subscription Software Services, and timely pays all applicable Fixed Monthly, Supplemental and Variable Fees, in addition to the right to use the Standard Software under the license granted in Section 3.1, Client shall be entitled to:

- **Software Help Line Support.** Telephonic/Web help desk support for the Software 24/7, 365.
- **Software Upgrades.** All standard updates, patches, additions, substitutions, upgrades, defect repair, and new versions of the Standard Software ("Upgrades"). All such Upgrades will automatically become "Standard Software" subject to the terms of the Agreement.
- **Software Maintenance.** Algo will maintain the Standard Software such that the Standard Software will conform in all material respects to its Documentation. Algo shall be under no obligation to correct or replace the Standard Software or refund any fees if (a) Client or any third party has made any changes to the Standard Software or to Client's IT infrastructure, systems or integration which adversely affects the operation of the Standard Software, (b) the Standard Software has been misused or damaged in any respect, (c) Client has not reported to Algo in writing the existence and nature of such nonconformity or defect promptly upon discovery thereof; or (d) the nonconformity or defect in the Standard Software was caused by hardware or third-party software malfunction or failure, or by any cause which would void the limited warranty set forth in Section 10.

**3.3. Users and User Accounts.** Client's access to the Subscription Software Services shall occur only through authorized Users and through duly authorized User Accounts. Client is responsible for the authorization and use of its User Accounts. Client shall exercise commercially reasonable and prudent judgment in creating and managing of User Accounts.

**3.4. Restrictions.** Client shall not (a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Subscription Software Services; (b) modify or make derivative works based upon the Subscription Software Services; (c) allow its Users to misuse or introduce malicious code components into the Technology; or (d) access the Subscription Software Services in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics or (iii) copy any ideas, features, functions or graphics.

**3.5. Additional Restrictions.** Client shall not (a) reverse engineer, assemble, decompile, or otherwise translate, or use, copy, modify, or distribute by any means any of the Subscription Software Services; (b) charge, or allow others to charge, any third party for use of the Subscription Software Services; or (c) use the Subscription Software Services in any manner not permitted by this Agreement.

**3.6. Client Responsibilities.** Client is responsible for all activity occurring under Client's User Accounts and shall abide by all applicable Laws in connection with Client's use of the Subscription Software Services, including those related to data privacy, international communications, and the storage and transmission of Client Data, including any technical data or personal data. Client shall: (a) notify Algo of any data privacy storage and transmission obligations applicable to the Client Data under applicable Laws prior to providing Algo the Client Data or instructing Algo to collect such Client Data; (b) notify Algo immediately of any known or suspected unauthorized use of any password or account or breach of security; (c) report to Algo immediately and use reasonable efforts to stop the unauthorized use of Client's User Accounts; and (d) not tolerate the misuse or unauthorized use of Client's User Accounts by Client's Users or third parties. Client is also responsible for the accuracy and completeness of all Client Data entered into the Software, whether entered by Client or Client's customer(s).

**3.7. Algo Responsibilities.** Algo shall abide by all applicable Laws in connection with performance of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data. Algo shall: (a) notify Client immediately of any known or suspected unauthorized use of any password or account or any

other breach of security; (b) report to Client immediately and use reasonable efforts to stop the unauthorized use of Client's User Accounts; and (c) not tolerate the misuse or unauthorized use of Client's User Accounts by Algo's users or third parties.

#### 4. OWNERSHIP.

**4.1. Algo Proprietary Property.** Algo and/or its licensors are the owners of all intellectual property rights, including patent, trademark, copyright, and trade secret rights, in the Algo Proprietary Property. Client acknowledges that, except for the limited license granted hereunder, Client has no rights in or to the Algo Proprietary Property or any copies thereof. To the extent that Client is permitted to make copies hereunder, Client shall include Algo's copyright, trademark, service mark, and other proprietary notices on any complete or partial copies of the Algo Proprietary Property in the same form and location as the notice appears on the original work.

**4.2. Client Data.** Client is the owner of all intellectual property rights, including patent, trademark, copyright, and trade secret rights, in the Client Data. Without Client's approval (in its sole discretion), the Client Data shall not (a) be used by Algo or Algo Agents other than in connection with providing the Services, (b) be disclosed, sold, assigned, leased or otherwise provided to third parties by Algo or Algo Agents or (c) be commercially exploited by or on behalf of Algo or Algo Agents. Algo hereby irrevocably assigns, transfers, and conveys, and shall cause Algo Agents to assign, transfer and convey, to Client without further consideration all of its and their right, title and interest in and to the Client Data.

**4.3. Custom Software.** Client is the owner of all intellectual property rights, including patent, trademark, copyright, and trade secret rights, in the Custom Software. Algo hereby assigns to Client, and upon the creation of any Custom Software automatically assigns to Client without further consideration, ownership of all intellectual property rights in such Custom Software, or any improvement, modification, or enhancement thereto; **provided, however, that Client does not own, but has been granted a perpetual, royalty free, limited license to Use, sublicense and permit others to Use, in all cases solely in conjunction with the Custom Software, such portions of Algo Proprietary Property as may be incorporated or used with or in the Custom Software.**

#### 5. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES.

**5.1 Executive Sponsor.** Client shall appoint an individual (the "Executive Sponsor") who, from the date of this Agreement, shall serve as the primary Client representative under this Agreement. The Executive Sponsor shall (a) have overall responsibility for managing and coordinating the performance of Client's obligations under this Agreement and (b) be authorized to act for and on behalf of Client with respect to all matters relating to this Agreement. Notwithstanding the foregoing, the Executive Sponsor may, upon notice to Algo, delegate such of his or her responsibilities to other Client employees (i.e., business IT liaisons), as the Executive Sponsor deems appropriate.

**5.2 Algo Sponsor.** Algo shall appoint an individual (the "Algo Sponsor") who, from the date of this Agreement shall serve as the primary Algo representative under this Agreement. The Algo Sponsor shall (a) have overall responsibility for managing and coordinating the performance of Algo's obligations under this Agreement, and (b) be authorized to act for and on behalf of Algo with respect to all matters relating to this Agreement.

**5.3 Subcontractors.** Client and Algo agree that Algo may freely utilize subcontractors for performance of the Services, but that no such subcontracting shall release Algo from its responsibility for its obligations under this Agreement. Algo shall be responsible for all payments to its subcontractors.

**5.4 Assets.** In providing the Services, Algo is responsible for managing the Assets. Client shall retain title to all Assets, and Client is responsible for all third-party payments relating to the Assets. Algo is not responsible for the failure of Client to pay a third party for an Asset or disputes between Client and a third-party provider of an Asset. No Assets are being transferred by Client to Algo pursuant to this Agreement.

**5.5 Reports.** Not more frequently than weekly, Algo shall provide to Client, in a form reasonably acceptable to Client, progress reports that enable Client to review and analyze the provision of the Services and the accuracy of the fees charged under this Agreement.

**5.6 Planning.** Not more frequently than monthly, or as otherwise specified in any SOW, Algo shall meet with the Executive Sponsor (or the Executive Sponsor's designee(s)) to plan and prepare for the Services to be provided by Algo in the following month.

**5.7 Review.** Algo shall meet with the Executive Sponsor (or the Executive Sponsor's designee) every three months during the Term (i.e., quarterly) to review Algo's performance of the Services and discuss technology service, process and industry developments, and any action necessary or appropriate to correct any deficiencies in the objectives set forth in the Statement of Work.

**5.8 Duty of Cooperation.** Client shall provide timely and professional cooperation to Algo as such cooperation relates to the providing of Services pursuant to this Agreement. Client acknowledges that successful outsourcing relationships require the cooperation of the Client, and that ineffective cooperation can impede, and in some instances make impossible, Algo's successful provision of Services.

#### 6. Third Party Suppliers.

**6.1 Use of Third Party Suppliers.** Client shall have the right to contract with a third party to perform services on behalf of Client which relate to or support the Services (each such third party, a "Third Party Supplier"). Algo shall cooperate in good

faith with Client and the Third Party Suppliers, to the extent reasonably required by Client, to coordinate Algo's provision of the Services and the performance by Client and the Third Party Suppliers of services that are related to, or otherwise interface or are integrated with, the Services. Such cooperation shall include providing written information concerning the Services, data and technology used in providing the Services, and assistance and support to the Third-Party Suppliers as reasonably required for the successful performance of the Services.

**6.2 Cooperation on Issues and Service Problems.** Algo shall cooperate with the Third-Party Suppliers, and Client shall cause the Third Party Suppliers to cooperate with Algo, to establish the cause of any failure (a) by Algo to perform its obligations under this Agreement, in light of working with such Third Party Suppliers, and (b) by any Third Party Supplier to perform its obligations relating to Client (each such failure, a "Service Problem"). To the extent the cause of a Service Problem falls within the responsibility of Algo, as reasonably determined by the parties in good faith, Algo shall provide to the applicable Third Party Supplier and Client, as requested, reasonable assistance and support to resolve the Service Problem. In no event shall such assistance and support affect the overall allocation of responsibility between Algo and the Third-Party Suppliers regarding (i) Algo's performance of its obligations under this Agreement, and (ii) any Third-Party Supplier's obligations relating to Client. Algo shall advise Client of any failure by any Third-Party Supplier to perform its obligations, and to the extent adversely affected, Algo's performance with respect to the Service Problem shall be excused.

## **7. FEES AND PAYMENTS.**

**7.1 Subscription Software Service Fees.** Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Client shall pay Algo the Fixed Monthly, Supplemental and Variable Fees set forth on the Order Form or Statement of Work. All such fees are payable in US dollars and are non-refundable, except as set forth in the Order Form or Statement of Work.

**7.2 Custom Software, Implementation and Business or Technical Consulting Fees.** Client shall pay to Algo the fees for the Custom Software, Implementation and/or Business or Technical Consulting Services as specified in the Statement of Work. For any Services that Algo performs pursuant to the parties' agreement or understanding and for which fees are not specified on the Statement(s) of Work, such Services shall be paid for at Algo's then-prevailing time and materials rates unless otherwise agreed by the parties in writing.

**7.3 Invoicing Procedure.** Unless otherwise provided in the Statement of Work, Algo shall issue an invoice on the first day of each month during the Term for the Services to be performed in the upcoming month. Invoicing procedures for Subscription Software Services on the Order Form will be detailed on each applicable Order Form. All invoices shall be paid within ten (10) days of receipt. Any sum due Algo pursuant to this Agreement for which payment is not otherwise specified shall be due and payable thirty (30) days after receipt by Client of an invoice from Algo. All periodic fees or charges under this Agreement or a Statement of Work are to be computed on a calendar month basis and shall be prorated on a per diem basis for any partial month.

**7.4 Expenses.** Client shall reimburse Algo for out-of-pocket expenses reasonably incurred in the performance of the Agreement, including without limitation, travel expenses, lodging, and meals. Except as expressly set forth in this Agreement, all costs and expenses relating to the Services (including all costs and expenses related to the acquisition, maintenance and enhancement of the Software and Machines) are not included in the fees and shall be charged to or reimbursed by Client. Unless otherwise included in a Statement of Work, Algo shall obtain prior authorization for all costs and expenses for which Algo intends to invoice Client.

**7.5 Taxes.** The fees and all other amounts due to Algo as set forth in the Agreement are net amounts to be received by Algo, exclusive of all taxes, duties, and assessments, including without limitation all sales, withholding, VAT, GST, excise, ad valorem, and use taxes, and any customs, import, export, or other duties, levies, tariffs, or other similar charges that are imposed by any jurisdiction outside the United States of America for the transactions contemplated herein (collectively, the "Taxes") and are not subject to offset or reduction because of any Taxes incurred by Client or otherwise due as a result of the Agreement. Client shall be responsible for, and shall pay directly, any and all Taxes relating to the performance of the Agreement, provided that this paragraph shall not apply to taxes based solely on Algo's income.

**7.6 Late Charge.** Client agrees to pay a late charge of one-and-a-half percent (1½%) per month or the highest amount allowed by Law, whichever is lower, on all amounts not paid to Algo when due. In the event timely payment is not made by Client, Algo reserves the right to remit reminder invoices, account statements and other requests for payment without calculating or billing late charges and without waiving its right to do so at a later time.

**7.7 Non-Payment.** In the event Client fails to pay any fees and/or reimbursable expenses hereunder when they become due and payable in accordance with this Section 7, all then-current rights and licenses granted to Client to use any software of Algo shall be subject to immediate termination by Algo without notice. Immediately upon such termination Client shall be prohibited from further use of the Software and Algo shall be authorized to prevent further use of the Software by, among other things, disabling all software installed on all Client equipment, and denying Client access to Client's User Account. In addition, Algo shall be authorized to suspend further delivery of Services ordered by Client, even if they have been paid for. The remedies

set forth in this Section 7.7 shall be in addition to, and not in lieu of, any other right or remedy Algo may have at law or in equity with respect to Client's failure to pay any fees arising hereunder.

## **8. CONFIDENTIALITY.**

**8.1 General.** Each party will hold in confidence and, without the consent of the other party, will not use, reproduce, distribute, transmit, or disclose, directly or indirectly, the Confidential Information of the other party. The recipient of Confidential Information may only disclose the Confidential Information to its employees or third-party contractors with a need to know the information for the implementation of the Agreement. Without limiting the foregoing, the recipient of the Confidential Information agrees that it will exercise at least the same standard of care in protecting the confidentiality of the other party's Confidential Information as it does with its own Confidential Information of a similar nature. Notwithstanding the foregoing, Algo may retain a copy of Client's Confidential Information, including without limitation Client's sales data collected in conjunction with the Services, for archival reference; and Algo may use, in the ordinary course of business, output and results aggregated from multiple sources or the results of its analysis so long as Client or its business is not specifically identified by name or transaction in such further use.

**8.2 Exceptions.** Confidential Information shall not include information if and only to the extent that the recipient establishes that the information (a) is or becomes a part of the public domain through no act or omission of the recipient; (b) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (c) was lawfully disclosed to the recipient by a third party without restriction on disclosure; (d) was independently developed by the recipient; or (e) was disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient shall disclose only that part of the Confidential Information which it is required to disclose and shall notify the owner prior to such disclosure. In addition, Algo shall be subject to no restriction with regard to generalized information, concepts, ideas, and know-how that its personnel acquire or develop in the normal course of business and retain and use without reliance on written or electronic data or material supplied by Client.

**8.3 Term.** The obligations of the recipient of Confidential Information with regard to the Confidential Information that constitutes trade secrets of the other party remain in effect for as long as such information shall remain a trade secret under applicable law and, with regard to all other Confidential Information, shall remain in effect during the term of the Agreement and for three (3) years thereafter.

**8.4 Non-Solicitation.** (a) During the Term and for twenty four (24) months after the date of termination or expiration of the Term (the "Restricted Period"), Client shall not directly, or indirectly through another person, (i) induce or attempt to induce any employee, contractor or consultant of the Algo to leave the employ or services of the Algo, or in any way interfere with the relationship between the Algo and its employee, contractor or consultant, (ii) hire any person who was an employee, contractor or consultant of the Algo at any time during the twelve (12) month period immediately prior to the date on which such hiring would take, or (iii) call on, solicit or service any customer, supplier, licensee, licensor or other business relation of the Algo in order to induce or attempt to induce such person to cease doing business with, or reduce the amount of business conducted with, the Algo, or in any way interfere with the relationship between any such customer, supplier, licensee or business relation of the Algo.

(b) If, at the time of enforcement of the covenants contained in this Section (the "Restrictive Covenants"), a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by law. Client has consulted with legal counsel regarding the Restrictive Covenants and based on such consultation has determined and hereby acknowledges that the Restrictive Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of the Algo.

(c) If Client breaches any of the Restrictive Covenants, the Algo shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to the Algo at law or in equity: (i) the right and remedy to have the Restrictive Covenants specifically enforced by any court of competent jurisdiction (without posting a bond), it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Algo and that money damages would not provide an adequate remedy to the Algo; and (ii) the right and remedy to require such person to account for and pay over to the Algo any profits, monies, accruals, increments or other benefits derived or received by such person as the result of any transactions constituting a breach of the Restrictive Covenants. In the event of any breach or violation by Client of any of the Restrictive Covenants, the time period of such covenant with respect to such person shall be tolled for the amount of time the Client was in breach or violation of this Agreement.

**9. AUDIT RIGHTS.** Client grants Algo the right, which Algo will exercise at its own expense and no more than once per year, to enter Client's premises during business hours for the sole purpose of examining Client's records and other information relating to the Client's use of the Software and Client's compliance with the terms of the Agreement. In the event any such audit discloses that the Client is not in compliance with the terms of the Agreement, Client shall (a) reimburse Algo for all expenses

incurred in performing such audit, (b) pay any additional license fees due, (c) be subject to termination under Section 11 hereof, and (d) be subject to any other remedies set forth in these terms and conditions or available under law.

## **10. LIMITED WARRANTY.**

**10.1 Services (other than Business or Technical Consulting Service) and Software.** Algo warrants that the Services will be performed in a workmanlike manner and the Standard Software will be free of material defects. Client must report in writing to Algo any defect in the Services or Standard Software within fifteen (15) calendar days of Client's acceptance of the Services or Standard Software in order to receive warranty remedies. For any breach of the warranty contained in this section, Client's sole and exclusive remedy, and Algo's entire liability and obligation, shall be, at Algo's election, to as soon as reasonably practicable either re-perform the Services or repair the claimed defect in the Standard Software or refund the fees paid for the Services or Standard Software which is claimed to be defective.

Algo shall be under no obligation to repair or replace the Services or Standard Software or refund any fees if (a) Client or any third party has made any changes to the Standard Software or to Client's IT infrastructure, systems or integration which adversely affects the operation of the Standard Software; (b) the Standard Software has been misused or damaged in any respect, (c) any Client Data is incorrect, incomplete, corrupted or otherwise interferes with, causes errors or malfunctions in, or delays performance of the Standard Software or Service or (d) the defect in the Service or Standard Software was caused by third-party hardware or software malfunction or failure. **NOTWITHSTANDING ANY OTHER PROVISION WHATSOEVER, THIS LIMITED WARRANTY DOES NOT APPLY TO, AND CLIENT ACKNOWLEDGES ALGO HAS NO RESPONSIBILITY FOR, ANY CLAIMED DEFECTS IN, OR CAUSED BY, ANY THIRD-PARTY SOFTWARE, SYSTEMS, APPLICATIONS, DATA BASES, TECHNOLOGIES, TOOLS OR SERVICES ("THIRD PARTY IT") OR CONNECTION OR INTEGRATION TO OR WITH THIRD PARTY IT.**

**10.2 No Warranty on Business or Technical Consulting Services.** Client acknowledges and agrees that Algo provides no express or implied warranty of any kind on Algo's Business or Consulting Consulting Services, all of which are provided on an "AS IS", basis.

**10.3 Warranty Disclaimer. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, ALGO DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, OR REPRESENTATIONS TO CLIENT, ANY OF ITS AFFILIATES, OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE, THE DOCUMENTATION, OR ANY SERVICES OR WORKS OF AUTHORSHIP PROVIDED HEREUNDER OR OTHERWISE REGARDING THE AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY EXCLUDED AND DISCLAIMED.** Algo does not represent that the Software or Services will satisfy Client's requirements, that the Software or Services are without defect or error, that the Software will operate with any hardware or software not specified in the Documentation, or that any Software not provided by Algo will possess functional integrity.

**10.4 LIMITATION OF DAMAGES. THE LIABILITY OF EITHER PARTY FOR ANY CLAIM OR ACTION, WHETHER IN CONTRACT OR TORT OR PURSUANT TO STATUTE OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), RELATED TO ANY LIABILITIES OF ANY KIND WHATSOEVER, (INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO CONTENT, WEBSITE, HARDWARE, OR DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, THE RELATIONSHIP CREATED BY THIS AGREEMENT, ANY SERVICES OR OTHER CONDUCT OR FAILURE TO ACT IN CONNECTION WITH THIS AGREEMENT), SHALL BE LIMITED TO ACTUAL, DIRECT DAMAGES IN AN AMOUNT THAT DOES NOT EXCEED THE FEE CHARGED BY ALGO UNDER THE STATEMENT OF WORK INVOLVED IN THE CLAIM FOR THE 30 DAY PERIOD IMMEDIATELY PRECEDING ACCRUAL OF SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SAME, OR ANY PUNITIVE OR EXEMPLARY DAMAGES, OR ANY ATTORNEYS' FEES PAID OR INCURRED EXCEPT AS OTHERWISE PROVIDED IN SECTION 15.11.**

**CLIENT ACKNOWLEDGES THAT THE PRICES PROVIDED FOR SERVICES IN THIS AGREEMENT HAVE BEEN ESTABLISHED BASED ON THESE LIMITATIONS, AND THAT THE PARTIES HAVE AGREED TO ALLOCATE RISKS BETWEEN THEM INCLUDING THE RISKS ASSOCIATED WITH UNCOMPENSATED DAMAGES.**

## **11. TERM AND TERMINATION.**

**11.1. Term.** The initial term of this Agreement shall commence on the Effective Date and expire thirty six (36) months thereafter (the "**Initial Term**"), unless otherwise specified in the Order Form or Statement of Work. Thereafter, this Agreement shall automatically renew for successive periods of twelve (12) months each (each a "**Renewal Term**") if neither party sends written notice to the other party of non-renewal at least ninety (90) days prior to the end of the then current Term. For purposes hereof, the phrase "**Term**" shall mean the Initial Term, as extended by any Renewal Term.

**11.2. Termination.** Either party may terminate the Agreement at any time upon giving written notice as follows:



- a. Upon expiration of the then-current term of the Agreement, provided that at least ninety (90) days' prior written notice is given to the other party; or
- b. In the event that the other party fails to discharge any obligations or remedy any default under the Agreement for a period of fifteen (15) days after the notifying party has given the other party written notice specifying such failure or default, and such failure or default is not cured during this fifteen (15) day period; or
- c. In the event that the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of moratorium of debtor's jurisdiction, as provided in Section 11.8 below.

**11.3. Termination Assistance Services.** Upon Client's request, Algo shall, during the Termination Assistance Period, provide the Termination Assistance Services at Algo's rates as set forth in a Statement of Work. After the expiration of the Termination Assistance Period, Algo shall at no additional cost promptly deliver to Client any remaining Client-owned reports and documentation still in Algo's possession. Client shall specify the desired length of the Termination Assistance Period upon notice of its request for Termination Assistance Services.

**11.4. Exit Rights.** Upon the later of the expiration of termination of the Term, and the last day of the Termination Assistance Period (the "End Date"): (a) The rights of Algo to use Client Data and Client Property shall immediately terminate and Algo shall, and shall cause Algo Agents to (i) deliver to Client, at no cost to Client, a current copy of the Client Property and Client Data in the form in use as of the End Date, and (ii) destroy or erase all other copies of the Client Property and/or Client Data in Algo's or Algo Agents' possession. (b) Algo shall (i) deliver to Client a copy of any Custom Software which Client owns and has paid for, in the form in use as of the End Date and (ii) destroy or erase all other copies of the Custom Software in Algo's possession. (c) All rights and licenses granted hereunder to Client shall terminate immediately and immediately upon such termination, Client shall (i) cease all use of the Subscription Software Services and all other Services and Software; (ii) return to Algo all copies of the Software, any Confidential Information of Algo, and all other Algo property; (iii) delete all copies of the Software embedded within any computer or merged within any other programs or stored on any storage media under Client's control; and (iv) refrain from using its User Account. (d) Upon return of such materials, Client shall provide Algo with a signed written statement certifying that it has complied with (c) (i)–(iv).

**11.5. End Date.** All references herein with respect to the conduct of the parties, and the duties, rights and obligations owed by each party to the other, during the Term, shall be deemed to apply through and include the Termination Assistance Period, if any.

**11.6. Post-Termination Rights.** Termination of the Agreement shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Client of its obligation to pay all fees that have occurred or are otherwise owed by Client under the terms of the Agreement.

**11.7. Impact of Termination on Statements of Work.** Termination of this Agreement shall not automatically terminate existing Statements of Work, unless otherwise provided in the termination notice or unless there is only one currently effective Statement of Work. In the event the parties have executed and there are currently effective multiple Statements of Work, unless provided otherwise in the Statements of Work or the applicable termination notice, each Statement of Work shall be independent of one another and shall be treated separately for purposes of this Section 11; unless provided otherwise in a Statement of Work or a notice of termination, termination of one Statement of Work does not serve to terminate any other existing Statement of Work.

**11.8. Insolvency.** If Client, whether voluntarily or involuntarily, has an order for relief entered against it by a bankruptcy court under any Chapter of the Bankruptcy Code, becomes insolvent, whether on a cash flow and/or balance sheet basis, makes an assignment for the benefit of creditors, any or all of its assets and/or operations are placed in the hands of a receiver, or Algo, in good faith, reasonably deems itself insecure as to the prospects and/or ability of Client to timely satisfy all of Client's obligations provided for herein, then Algo may terminate this Agreement by giving sixty (60) days' notice by registered mail to the other party, specifying the basis for termination. If within sixty (60) days after the receipt of such notice, the party who received notice remedies the condition forming the basis for termination, such notice will have no effect, and this Agreement will continue in full force.

Notwithstanding anything herein to the contrary, and for so long as the termination provided for herein remains in effect, upon the giving of notice that this Agreement is terminated for any of the reasons set forth herein, any discounts, credits, adjustments, refunds or other reductions in fees granted by Algo to Client ("Fee Reductions") shall be automatically cancelled and of no further force or effect, and Algo shall thereafter charge and be paid its fees at its standard rates for similar services.

Notwithstanding anything herein to the contrary, any bonuses and/or conditional compensation or remuneration of any type or sort that was or could be earned by Algo, but for such termination, shall become fully earned and immediately due and payable in full upon the giving of notice of termination by Algo. In such event, and absent any provisions to the contrary herein, all such bonus and/or conditional monies shall be calculated by taking the total amount of such bonus and/or conditional monies that could be earned by Algo hereunder, and multiplying same by the percentage of completion of the services and/or conditions necessary to permit Algo to fully earn such bonus and/or conditional monies, as determined by Algo in its reasonable discretion.

**11.9. Survival of Terms.** Upon termination or expiration of the Agreement, all provisions of these terms and conditions concerning the ongoing interests of the parties shall continue and survive in full force and effect, including without limitation, Sections 3.3, 3.4, 4, 8, 10, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 12, 13, 14, and 15.

## **12. INDEMNIFICATION.**

**12.1. Infringement Arising out of the Software.** If a third party claims that any of the Software infringes its US patent, copyright, or trademark or violates its trade secrets, Algo will (a) defend Client against any such claim at Algo's expense, and (b) pay all damages that a court finally awards, provided that Client notifies Algo in writing within thirty (30) days of the claim or cause of action, and gives Algo sole control of, and cooperates with Algo in, the defense thereof or any related settlement negotiations. If any such claim is made or is likely to be made (in Algo's sole judgment), Algo shall, at its discretion, either obtain the right for Client to continue to use the affected Software or modify or replace the affected Software, provided the performance thereof is not adversely affected in any material manner. Algo shall have no obligation to Client under this Section if Client is using any version of the affected Software that is more than one (1) release behind the then-current version or if a claim is based on Client's modification of the affected Software or its combination, operation, or use with any product, data, or apparatus not specified or approved in writing by Algo. Client shall indemnify, defend, and hold Algo harmless to the extent any and all claims, losses, suits, damages, and costs (including attorneys' fees) result from any Content or the actions described in the foregoing sentence. This Section 12.1 states Algo's entire obligation to Client and Client's exclusive remedy with respect to any claim of infringement arising out of the Software.

**12.2. Infringement Arising out of the Services.** Each party ("Provider") will indemnify and hold harmless the other party ("Recipient") against claims that any information, design, specifications, instructions, software, data, or material provided by the Provider ("Material") infringes a valid US patent, copyright, or trademark, or violates its trade secrets. If Provider determines that the Material is likely to or if the Material is determined in a final, non-appealable judgment by a court of competent jurisdiction to infringe a US patent, copyright, or trademark, or to violate a trade secret, Provider will have the option, in Provider's sole discretion, to elect one or more of the following: (a) replace such Material; (b) modify such Material to make it non-infringing; or (c) require the return of such Material and all rights thereto from the Recipient. This right of indemnification set forth in this section only applies if (i) Recipient provides Provider notice of such claim or cause of action upon which Recipient intends to base a claim of indemnification hereunder within thirty (30) days of the claim or cause of action, (ii) Provider is given sole control of the defense and all related settlement negotiations relating to such claim or action, (iii) Recipient provides reasonable assistance and cooperation to enable Provider to defend the action or claim hereunder, and (iv) the claim or cause of action is not based on either changes or modifications to the Material made by Recipient, or the combination of the Material with third-party hardware or software. This Section 12.2 states Provider's entire liability, and Recipient's exclusive remedy, for any claim of infringement arising out of the Services.

**12.3. Other Claims.** Except for the remedies set forth in Section 10 above or where caused by the gross negligence or willful misconduct of Algo, Client hereby agrees to indemnify and hold Algo harmless from and against any and all third-party claims, damages, liabilities, and expenses (including without limitation attorneys' fees) based upon or relating to Products and Services provided by Algo under the Agreement or the Client Responsibilities under Section 3.6.

**13. EXPORT.** The Client must comply with the US Export Control Laws and keep records required by the US Export Control Laws. The Client shall be solely responsible for compliance arising from any (a) exports of Products or Services from the US, (b) reexports and in-country transfers of Products or Services after an export of such Product or Service from the US, and (c) deemed exports of Products or Services to foreign nationals as defined under the US Export Control Laws. Further, notwithstanding anything in this Agreement to the contrary, the Client will not (x) export or reexport any Product or Service outside of the Territory, (y) export or reexport any Product or Service to anyone on the US Treasury Department's Specially Designated Nationals List, the US Department of Commerce Denied Persons List or Entity List, or any other person so restricted by US Export Control Laws, or (z) use any Product or Service for any purposes prohibited by US Export Control Laws, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. The Client shall defend, indemnify, and hold harmless Algo from and against any and all costs and damages incurred as a consequence of Client's failure to comply with any US Export Control Laws. The Client is responsible for any breach of this Section 13 committed by its parent, affiliates, employees, officers, directors, customers, agents, distributors, resellers or vendors, as well as such parties designated by its successors and permitted assignees.

**14. INJUNCTIVE RELIEF.** Client acknowledges that remedies at law may be inadequate to provide Algo with full compensation in the event of Client's material breach of the Agreement or any intellectual property rights of Algo, and that Algo shall therefore be entitled to seek injunctive relief in the event of any such material breach without having to post bond, and to recover its costs and expenses, including attorney fees, incurred in doing so.

## **15. GENERAL PROVISIONS.**

**15.1. Independent Contractor.** It is expressly agreed and understood between the parties hereto that the relationship of the parties shall be that of independent contractors, and nothing in this Agreement shall be construed or interpreted as creating a legal relationship in which a party may be deemed to be an agent, partner or joint venture of the other party or have joint and several or vicarious liability for the actions of the other. Neither party shall have any authority to act for or bind the other party in any manner, nor shall either party represent itself as an agent of the other party or otherwise be authorized to act for the other party. The parties further agree and understand that the Client shall not withhold or pay over on behalf of Algo or the Client any amounts relating to federal, state and local taxes, unemployment compensation, workers' compensation or any

other employer liability or responsibility. Algo agrees and understands that it is totally responsible for the timely reporting and payment of income taxes and other governmental liabilities resulting from the performance of the services hereunder, which responsibility is not borne nor shared by the Client in any manner whatsoever. The Client shall file a form 1099 (or the equivalent) each year, as required by applicable law.

**15.2. Assignment.** Client may not assign, sublicense, or otherwise transfer the Agreement or the license granted to Client thereunder, or any of its rights or obligations under the Agreement, to any party without the prior written consent of Algo, which consent shall not be unreasonably withheld. The Agreement shall be binding upon and inure to the benefits of the parties, their legal representatives, permitted transferees, successors, and assigns as permitted by the Agreement.

**15.3. No Waiver.** No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of the Agreement shall constitute a consent to any prior or subsequent breach.

**15.4. Notices.** All notices required to be given hereunder shall be given in writing and shall be delivered to the signatory at the address set forth on the signature page, or such other person and address as may be designated from time to time in writing, either (a) by hand, (b) by certified mail with proper postage affixed thereto, (c) by nationally recognized overnight courier, or (d) by facsimile or email (with confirmation copy subsequently sent to the other party by regular mail). All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

**15.5. Severability.** If any provision hereof is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, so that the remainder of that provision and all remaining provisions of these terms and conditions shall be valid and enforceable to the fullest extent permitted by applicable law.

**15.6. Force Majeure.** Neither party shall be liable for delay in any of its performance hereunder due to causes beyond its reasonable control, including but not limited to, an act of God, war, pandemic or a natural disaster.

**15.7. Governing Law.** The Agreement shall be governed and interpreted in accordance with the laws of the State of Michigan without regard to its conflicts of laws principles. Client consents to submit to the exclusive jurisdiction of the state and federal courts in the State of Michigan, U.S.A. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement.

**15.8. Complete Agreement.** These terms and conditions, and all exhibits signed by Client, supersede in full all prior discussions and agreements, oral and written, between the parties and constitutes the entire understanding of the parties relating to the matters set forth herein.

**15.9. Amendment or Modification.** No amendment or modification of these terms and conditions or any exhibit signed by Client shall be valid or binding upon the parties unless it is in writing and signed by the duly authorized officers of the parties.

**15.10. Conflicts.** In the event of any discrepancies between these terms and conditions and an exhibit, these terms and conditions shall prevail over the exhibit unless the exhibit specifically states that it is intended to prevail over these terms and conditions.

**15.11. Attorney Fees.** In the event of any dispute between the parties concerning this Agreement, the substantially prevailing party shall be entitled to recover its attorney fees in any legal proceeding, including any appeals, and any legal fees incurred in connection with the dispute prior to the institution of legal proceedings.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties executed this Agreement as of the Effective Date.

CLIENT:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Algomus Inc. dba Algo, a Delaware corporation

By: \_\_\_\_\_

Name: Amjad Hussain

Title: CEO