

MASTER SERVICES AGREEMENT

1. DEFINITIONS. Capitalized terms have the meaning set forth below or as defined within this Agreement or in the Order Form.

1.1 “**Aggregate Data**” has the meaning given in Section 6.2.

1.2 “**API(s)**” means the application programming interfaces that may be provided by BidSight to facilitate the sharing of Customer Content to and from the Platform.

1.3 “**Authorized User**” means the employees, agents and independent contractors engaged by the Customer who are authorized to access the Platform pursuant to Customer’s rights under this Agreement.

1.4 “**BidSight Technology**” means the Platform, the Services, the APIs, Aggregate Data, Performance Data, the Documentation and any applicable software, models, algorithms, data, or technical information contained within the foregoing, and improvements or enhancements made to the foregoing, including through the performance of the Services.

1.5 “**Confidential Information**” has the meaning given in Section 5.1.

1.6 “**Customer Content**” means content, data, and information provided or submitted by, or on behalf of, Customer or its Authorized Users to the Platform and the Output. The Customer Content does not include the Aggregate Data or Performance Data.

1.7 “**Documentation**” means all specifications, user manuals, and other technical materials describing the Services that are provided or made available to Customer, and as may be modified by BidSight from time to time.

1.8 “**Fees**” means the fees for the Services as set forth on an Order Form.

1.9 “**Initial Term**” has the meaning given in Section 4.2.

1.10 “**Intellectual Property Rights**” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence.

1.11 “**Order Form(s)**” means an executed order form executed by the Parties and referring to this Agreement which specifies the Services and applicable Fees.

1.12 “**Output**” means the output generated via the Platform in response to Customer’s prompts or inputs.

1.13 “**Performance Data**” means general performance and usage data generated or collected through or in connection with Customer’s use of the Services (such as technical logs, evaluation of Platform responses to prompts, de-identified user session data, account and login data, processed volumes).

1.14 “**Renewal Term**” has the meaning given in Section 4.2.

1.15 “**Term**” has the meaning given in Section 4.1.

1.16 “**AI Tools**” means certain third-party artificial intelligence and machine learning services or applications that are integrated into the Platform, including without limitation, third party large language models.

2. ACCESS TO THE SERVICES; RESTRICTIONS.

2.1 Access. Subject to the terms and conditions of this Agreement, BidSight hereby grants to Customer, and the Authorized Users on Customer’s behalf, a limited, non-exclusive, non-transferable

(except as permitted under Section 10.3), non-sublicensable right during the Term to: (a) use and access the Platform and the APIs in accordance with the Documentation and the terms of this Agreement; and (b) use and make reasonable copies of the Documentation, in each case solely for Customer's internal business purposes. Customer acknowledges and agrees that BidSight may update the Services from time to time provided that BidSight shall ensure that any such updates do not materially degrade the functionality of the Services.

2.2 Restrictions. Customer shall not, and shall procure that its Authorized Users shall not: (a) allow any third party to access the BidSight Technology except as expressly allowed herein; (b) modify, adapt, alter or translate the BidSight Technology; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the BidSight Technology for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) interfere in any manner with the operation of the Services or the hardware and network used to operate the same, or attempt to probe, scan or test vulnerability of the Services without prior authorization of BidSight; (f) modify, copy or make derivative works based on any part of the BidSight Technology; (g) access or use the BidSight Technology to build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking; (h) attempt to access the Services through any unapproved interface; (i) use the Services in connection with any of Customer's time-critical or mission-critical functions; (j) use the API(s) in a manner that, in BidSight's discretion, exceeds specified call/query volumes, constitutes abusive or excessive use, or otherwise fails to comply with or is inconsistent with this Agreement; (k) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of BidSight or its licensors on the BidSight Technology or any copies thereof; or (l) otherwise use the BidSight Technology in any manner that exceeds the scope of use permitted under Section 2.1 or in a manner inconsistent with applicable law, the Documentation, the Order Form or this Agreement. BidSight reserves the right to suspend Customer's or any Authorized User's access to the Services for any failure, or suspected failure, to comply with the foregoing conditions.

2.3 Usernames and Passwords. Promptly following the Order Form Effective Date, BidSight will provide to Customer the access codes, passwords, authentication keys or any other relevant procedures, to the extent needed to enable Customer and its Authorized Users access to the Services. Each Authorized User shall be given a unique username and password and Customer shall procure that such Authorized Users will use their unique username and password to access the Services pursuant to this Agreement. Authorized Users may only access the Services during one (1) concurrent login session. Customer acknowledges and agrees that: (a) Customer is responsible for maintaining the confidentiality of all Authorized Users' unique usernames and passwords and is solely responsible for all activities that occur under these Authorized User accounts; and (b) Customer will notify BidSight promptly of any actual or suspected unauthorized use of any account, username, or password, or any other breach or suspected breach of this Agreement. BidSight reserves the right to suspend, disable or terminate any Authorized User's access to the Services that BidSight reasonably determines may have been used by an unauthorized third party. The unique usernames and passwords cannot be shared or used by more than one individual Authorized User to access the Services.

2.4 Support; Service Level Agreement. Subject to the terms and conditions of this Agreement, BidSight will exercise commercially reasonable efforts to: (a) provide support for the use of the Platform, and (b) keep the Platform operational and available to Customer in accordance with the service level agreement attached as Exhibit A hereto ("SLA"). BidSight's sole obligation, and Customer's sole remedy, in connection with any failure to comply with the Service Level Agreement, shall be the remedy specified in the SLA.

2.5 Additional Services. The Parties may agree for BidSight to provide certain custom development, implementation or professional services, the details of which will be set out in an Order Form. The Order Form may include: (a) a description of the applicable Services; (b) the schedule or performance of the Services; and (c) the Fees applicable for the performance of the Services. Each Order Form will incorporate the terms and conditions of this Agreement. For the avoidance of doubt, any customizations or improvements to the Platform developed by BidSight as part of any development services shall be the sole and exclusive property of BidSight.

2.6 Responsible Use of the Services. Customer shall not upload any Customer Content to the Platform, or cause the Platform to generate Output, that: (a) infringes or misappropriates any third party's Intellectual Property Rights or other proprietary rights; (b) is deceptive, discriminatory, biased, unethical, defamatory, obscene, pornographic or illegal; (c) contains any viruses, worms or other malicious computer programming codes that may damage BidSight's Technology; or (d) contains any regulated personal information, such as protected health information, personal information of minors, or sensitive personal information such as government IDs, passport numbers or social security numbers. Customer represents and warrants that it has procured all applicable consents required to provide the Customer Content to BidSight for the performance of the Services.

3. FEES, PAYMENT, AND TAXES.

3.1 Fees. Customer shall pay the Fees for accessing the Services in accordance with the Order Form. Unless otherwise stated on the Order Form, at the end of each year during the Term, BidSight reserves the right to increase the Fees payable for the forthcoming year upon written notice to Customer at least forty-five (45) days prior to the commencement of the forthcoming year.

3.2 Invoicing and Payment. All Fees are quoted in United States Dollars and, except as set forth otherwise in this Agreement, are non-refundable. Unless otherwise stated on the Order Form, Fees are payable thirty (30) days from the date of invoice and will be deemed overdue if they remain unpaid thereafter.

3.3 Late Payments. Payments by Customer that are past due will be subject to interest at the rate of one and one-half percent (1½%) per month (or, if less, the maximum allowed by applicable law) on that overdue balance. Customer will be responsible for any costs resulting from collection by BidSight of any such overdue balance, including, without limitation, reasonable attorneys' fees and court costs. BidSight reserves the right (in addition to any other rights or remedies BidSight may have) to suspend Customer and all Authorized Users' access to the Services if any Fees are more than fifteen (15) days overdue until such amounts are paid in full.

3.4 Taxes; Withholding. The Fees do not include taxes, duties or charges of any kind. If BidSight is required to pay or collect any local, value added, goods and services taxes or any other similar taxes or duties arising out of or related to this Agreement (not including taxes based on BidSight's income), then such taxes and/or duties shall be billed to and paid by Customer. If any applicable law requires Customer to withhold amounts from any payments to BidSight hereunder, then the sum payable by Customer upon which the deduction or withholding is based will be increased to the extent necessary to ensure that, after such deduction or withholding, BidSight receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount BidSight would have received and retained in the absence of such required deduction or withholding.

4. TERM AND TERMINATION.

4.1 Term. This Agreement will begin on the Order Form Effective Date and will continue in full force and effect for as long as such Order Form remains in effect, unless earlier terminated in accordance with the Agreement (the "Term").

4.2 Order Form Term. Each Order Form shall have an initial term specified on the Order Form ("Initial Term"). Thereafter, the Order Form will automatically renew for additional terms of one (1) year ("Renewal Term") unless either Party gives written notice of non-renewal to the other Party at least thirty (30) days prior to the expiration of the then-current term.

4.3 Termination for Breach. Either Party may terminate this Agreement immediately upon notice to the other Party if: (a) the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach; or (b) the other Party: (i) becomes insolvent; (ii) files a petition in bankruptcy that is not dismissed within sixty (60) days of commencement; or (iii) makes an assignment for the benefit of its creditors.

4.4 Effect of Termination. Upon the earlier of expiration or termination of this Agreement: (a) except as needed to perform its obligations or exercise its rights herein, each Party shall immediately return or, if requested by a Party, destroy all (including any copies of) Confidential Information of the other

Party and, upon request, each Party shall provide written certification that the foregoing obligations have been completed; (b) the rights and licenses granted to Customer hereunder will immediately terminate, Customer will cease use of the Services and Documentation, and return or destroy all copies of the Documentation in its possession/control; (c) Sections 1, 2.2, 3, 4.4, 5, 6, 7.2, 7.3, 8, 9 and 10 will survive termination of this Agreement and/or any Order Form; and (d) termination of this Agreement will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will termination relieve Customer of its obligation to pay all Fees that accrued prior to such termination.

5. CONFIDENTIALITY.

5.1 Confidential Information. Each Party (“**Receiving Party**”) acknowledges that it may receive from the other Party (“**Disclosing Party**”) confidential information relating to the Disclosing Party and such confidential information includes, but is not limited to, technical, business, marketing and financial information, and any other information that could reasonably be considered confidential or proprietary (“**Confidential Information**”). The terms of this Agreement and any Order Form, the BidSight Technology, and all technical information relating thereto shall be considered Confidential Information of BidSight. As between the Parties, all Confidential Information disclosed by Disclosing Party shall remain the property of the Disclosing Party. The Disclosing Party reserves all rights in its Confidential Information. Nothing in this Agreement or the disclosures envisaged by this Agreement shall (except for the limited use right above) operate to transfer, or operate as a grant of any Intellectual Property Rights in the Confidential Information.

5.2 Exclusions. Confidential Information does not include information that: (a) is or becomes generally available to the public other than through a wrongful act of the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a source that is entitled to disclose it to the Receiving Party; or (c) is independently developed by the Receiving Party, its employees or third party contractors without access to or use of the Disclosing Party’s Confidential Information.

5.3 Obligations. During and after the Term, the Receiving Party shall: (a) not use or disclose Confidential Information of the Disclosing Party without the prior written consent of the Disclosing Party except as required for the performance of, or the exercise of rights under, this Agreement; and (b) take no less than the same measures that it takes with its own Confidential Information, and in any case no less than reasonable measures, to maintain the Confidential Information of the Disclosing Party. BidSight acknowledges that from time to time, Customer may be required to delete certain of its Customer Content collected with respect to certain investment opportunities and BidSight shall promptly cooperate with any such deletion requests.

5.4 Disclosure by Law. Either Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party gives the Disclosing Party reasonable advance notice of such required disclosure and cooperates with the Disclosing Party so that the Disclosing Party has the opportunity to obtain appropriate confidential treatment for such Confidential Information.

6. INTELLECTUAL PROPERTY RIGHTS.

6.1 BidSight Technology. This Agreement does not grant to Customer any ownership interest in the BidSight Technology. The BidSight Technology is proprietary to BidSight and BidSight and its licensors have and retain all right, title and interest, including all Intellectual Property Rights therein and all improvements, enhancements and modifications thereto. Customer acknowledges that any trademarks, trade names, logos, service marks, or symbols adopted by BidSight to identify the Services belong to BidSight and/or its licensors, and that Customer has no rights therein. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the BidSight Technology, including any right to obtain possession of any source code, data or other technical material relating to the BidSight Technology. All rights not expressly granted to Customer are reserved to BidSight.

6.2 Customer Ownership. The Customer Content and Customer’s Confidential Information, and all worldwide Intellectual Property Rights therein, are the exclusive property of Customer. All rights in and to the Customer Content and Customer’s Confidential Information not expressly granted to BidSight in this Agreement are reserved by Customer. Customer grants BidSight a non-exclusive, worldwide, royalty-free and fully paid license to store, process and use the Customer Content as necessary for purposes

of providing the Services, and to generate aggregated, anonymized, and deidentified or synthetic data which does not identify Customer (“**Aggregate Data**”). BidSight shall not use the Customer Content to train any algorithmic or artificial intelligence models, however, may use the Aggregate Data to improve the Services and BidSight’s related products and services (including improving any algorithmic models used in providing the Services).

6.3 Feedback. Customer may give feedback on the use, operation and functionality of the Services (“**Feedback**”) to BidSight. Such Feedback includes, without limitation, any information about operating results, known or suspected bugs, errors, or compatibility problems, suggested modifications, and user-desired features, functionality, or workflows. BidSight may use and incorporate such Feedback in connection with its business, products, and services without restriction or consideration to Customer. BidSight acknowledges that all Feedback is provided to BidSight on an “as is” basis and that Customer is not responsible for BidSight’s use of any Feedback, including any results therefrom.

6.4 Performance Data. BidSight may generate Performance Data to operate, improve, analyze, and support the Services, for benchmarking and reporting purposes and for BidSight’s other lawful business purposes. The Performance Data shall not be disclosed by BidSight in a manner that would identify Customer or any individual.

7. WARRANTIES; DISCLAIMERS.

7.1 BidSight Warranties. BidSight represents and warrants to Customer that: (a) the Services will conform in all material respects in accordance with the Documentation; and (b) the Services will not knowingly contain any viruses, worms or other malicious computer programming codes intended to damage Customer Content. Customer must report any deficiencies in the performance of any of the foregoing warranties to BidSight in writing within fifteen (15) days of the non-conformance. Provided the Customer has complied with the foregoing, for any breach of the above warranties, Customer’s exclusive remedy, and BidSight’s entire liability, will be the re-performance of the Services and if BidSight fails to re-perform the Services as warranted, Customer’s sole and exclusive remedy shall be to terminate this Agreement and receive a refund of any pre-paid but unearned Fees prorated on a monthly basis for the remainder of the term of the applicable Order Form.

7.2 Third-Party AI Tools. BidSight makes no representations or warranties about the performance of any Third-Party AI Tool. Such Third-Party AI Tools are not under the control of BidSight and do not constitute BidSight Technology. BidSight is not responsible for the acts or omissions of any Third-Party AI Tools.

7.3 DISCLAIMERS.

(a) SERVICES. CUSTOMER ACKNOWLEDGES AND AGREES THAT BIDSIGHT DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL PROVIDE ACCURATE, TAILORED OR INFORMATIVE OUTPUT OR RESULTS. BIDSIGHT DOES NOT GUARANTEE THAT THE OUTPUT ARE PROTECTED BY INTELLECTUAL PROPERTY RIGHTS OR THAT OUTPUT WILL BE FREE FROM THIRD-PARTY CONTENT. CUSTOMER ACKNOWLEDGES THAT THE SERVICES LEVERAGE THIRD-PARTY AI TOOLS AND THAT BIDSIGHT IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD BIDSIGHT LIABLE, FOR THIRD-PARTY AI TOOLS. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE SERVICES AND OUTPUT COMPLY WITH ALL APPLICABLE LAWS. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CUSTOMER’S USE OF THE BIDSIGHT TECHNOLOGY AND ANY OUTPUT RESULTING THEREFROM. CUSTOMER SHOULD EVALUATE THE FITNESS OF ANY OUTPUT AS APPROPRIATE FOR CUSTOMER’S SPECIFIC USE CASE.

(b) GENERAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND THE OUTPUT ARE PROVIDED BY BIDSIGHT “AS IS” AND “AS AVAILABLE” AND BIDSIGHT AND ITS LICENSORS MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, ORAL, STATUTORY, EXPRESS, IMPLIED, BY COURSE OF COMMUNICATION OR DEALING, OR OTHERWISE. EXCEPT AS SPECIFIED IN SECTION 7.1, BIDSIGHT AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY AND ALL

OTHER WARRANTIES, INCLUDING WITH RESPECT TO TITLE, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE BIDSIGHT TECHNOLOGY, THE OUTPUT, AND ANY OTHER PRODUCT OR SERVICES FURNISHED UNDER THIS AGREEMENT. BIDSIGHT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. INDEMNIFICATION.

8.1 By Customer. Customer will defend at its expense any suit brought against BidSight, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to a third-party claim arising out of the Customer Content, including any breach or alleged breach of Sections 2.6 or Customer's misuse of the Services.

8.2 By BidSight. BidSight will defend at its expense any suit brought against Customer, and will pay any settlement BidSight makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to a third-party claim alleging that the Services infringe a third party's Intellectual Property Rights, provided that BidSight shall have no liability to the extent that the alleged infringement arises from: (a) the Customer Content, including but not limited to, any claims caused by Customer's breach or alleged breach of Section 2.6; (b) use of the Services in combination with products or content not supplied by the Services where the claim would not have arisen in the absence of such combination; or (c) use of the Services in violation of the Agreement or applicable laws. The foregoing represents BidSight's sole obligation, and Customer's sole remedy, regarding an allegation that the Services infringe third-party Intellectual Property Rights.

8.3 Indemnification Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit (provided, however, that the indemnified party's failure to do so shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent that the indemnifying party has been adversely affected by the failure to receive such prompt notice); (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party will cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

9. LIMITATION OF LIABILITY.

9.1 Types of Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY NOR TO ANY THIRD PARTIES FOR LOST PROFITS OR LOST DATA OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, RELIANCE OR PUNITIVE LOSSES OR DAMAGES HOWSOEVER ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE BIDSIGHT TECHNOLOGY OR THE OUTPUT, WHETHER UNDER CONTRACT, TORT OR OTHERWISE, WHETHER FORESEEABLE OR NOT AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT. IN NO EVENT SHALL BIDSIGHT BE LIABLE FOR PROCUREMENT COSTS OF SUBSTITUTE PRODUCTS OR SERVICES.

9.2 Amount of Damages. EXCEPT FOR A PARTY'S PAYMENT OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER TO BIDSIGHT UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9.3 Exclusions. THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO: (A) A BREACH BY A PARTY OF SECTION 2; (B) BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5 (CONFIDENTIALITY); (C) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (D) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THESE LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. GENERAL PROVISIONS.

10.1 Relationship Between the Parties. BidSight is an independent contractor; nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party will have, nor represent to any third party that it has, any authority to act on behalf of the other Party. Each Party will be solely responsible for payment of all compensation owed to its employees, as well as employment related taxes. Each Party will maintain appropriate worker's compensation insurance for its employees as well as general liability insurance.

10.2 Injunctive Relief. Customer acknowledges that the Services contain valuable Intellectual Property Rights and proprietary information of BidSight, that any actual or threatened breach of Sections 2 or 5 will constitute immediate, irreparable harm to BidSight for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If Customer continues to use the Services after its right to do so has terminated or expired, BidSight will be entitled to immediate injunctive relief without the requirement of posting bond.

10.3 Assignment. Neither Party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Party, and any assignment or transfer in derogation of the foregoing shall be null and void, provided, however that either Party shall have the right to assign the Agreement, without the prior written consent of the other Party, to the successor entity in the event of merger, corporate reorganization or a sale of all or substantially all of such Party's assets. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

10.4 Publicity. BidSight may use Customer's name and logo in its Customer list (including on BidSight's website, social media and in sales and marketing materials) in the same manner in which it uses the names of its other customers, provided that at all times BidSight shall use Customer's name and logo in accordance with Customer's applicable branding guidelines and BidSight may not use Customer's name in any other way without Customer's prior written consent (with email consent deemed sufficient).

10.5 Notices. All notices required or permitted under this Agreement must be delivered in writing, if to BidSight, by emailing the BidSight contact on the Order Form and if to Customer by emailing the contact listed on the Order Form, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other Party at the Party's address as listed on the Order Form by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its email address and/or address for receipt of notice by giving notice of such change to the other Party.

10.6 Governing Law. The Agreement is governed by the laws of the State of New York, without regard to its conflicts of laws or provisions and this Agreement shall not be governed or affected by any version of the Uniform Computer Information Transactions Act enacted in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The prevailing Party in any action to enforce this Agreement shall be entitled to recover attorneys' fees, court costs, and other collection expenses. Any action or proceeding arising from or relating to this Agreement will be brought in a federal court in New York County, New York and each Party irrevocably submits to the exclusive jurisdiction and venue of any such court in any such action or proceeding. Notwithstanding the foregoing, nothing shall prevent either Party from seeking relief in any court of competent jurisdiction for any misuse or misappropriating of such Party's Intellectual Property Rights or Confidential Information.

10.7 Waivers; Severability. Any waivers shall be effective only if made by writing signed by representatives authorized to bind the Parties. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 9 will remain in effect notwithstanding the unenforceability of any provision in Sections 7 and 8.

10.8 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.” Words used in this Agreement, regardless of the number or gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context shall require.

10.9 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except for the obligation to pay Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, war, fire, earthquake, typhoon, flood, natural disasters, governmental action, pandemic/epidemic, cloud-service provider outages any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible.

10.10 Entire Agreement; Amendment. This Agreement and any applicable Order Form constitutes the complete agreement between the Parties and supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form, as applicable, expressly states that it supersedes specific language in the Agreement. It is expressly agreed that the terms and conditions of this Agreement and any Order Form supersede the terms any of Customer’s purchase order. Neither this Agreement nor an Order Form may be modified or amended except in writing signed by a duly authorized representative of each Party; no other act, document, usage, or custom will be deemed to amend or modify this Agreement or an Order Form.

[End of Agreement]