




## COVER SHEET to INTEGRAPARK MASTER SERVICES AGREEMENT

This Cover Sheet and the attached Master Services Agreement (the “MSA”) describe the relationship between Fullsteam Software Holdings LLC DBA IntegratPark (“Company”) and the Customer set forth below (each a “Party” and collectively, the “Parties”).

Customer Information:		
Name:	City of Hollywood, Parking Division	Contact Information: Natnael Jowhar
Address:	2600 Hollywood Blvd.	Title: Parking Operations Manager
	West Side Annex Building	Phone: 954-921-3547
	Hollywood, FL 33020	Fax:
		Email address: njowhar@hollywoodfl.org
Software Description & Fees: Indicate which Service(s) Customer wishes to use		
<p><input checked="" type="checkbox"/> <b>Paris:</b> Monthly (Parker) Billings and Receivables  The fee shall be billed in arrears, based on the number of Parker Accounts billed via the Services in the preceding calendar month and the amount each Account was billed in the preceding month. For each Account billed more than a zero (\$0.00) amount but less than \$100.00, the fee shall be \$1.20. For each Account billed \$100.00 or more, the fee shall be \$2.40. If an Account is billed a total of zero (\$0.00) for the month, but has more than fifty (50) active Parkers, the fee shall be \$2.40.</p> <p><input type="checkbox"/> <b>Geneva:</b> Revenue and Bank Deposit Management  The monthly fee shall be \$36.00 per location, billed monthly in arrears.</p> <p><input type="checkbox"/> <b>Rome:</b> Collection of financial information from parking equipment  The monthly fee shall be \$25.00 per location, billed monthly in arrears. (Additional fees may be due to Customer's equipment vendor. IntegratPark has no control over this.)</p> <p><b>Minimum Monthly Fee:</b> There is a minimum monthly fee of \$200.00 for use of IntegratPark Service(s).</p>		
Term:		
<p>The initial term of this Agreement shall commence on the date on which the last signatory below signs the Agreement (the “<u>Effective Date</u>”) and shall continue for three years thereafter (the “<u>Initial Term</u>”) unless terminated earlier as authorized under this Agreement. This Agreement shall automatically renew for successive 1 year terms, up to two years, unless earlier terminated as Authorized by the Agreement.</p>		

This “Agreement” shall comprise this Cover Sheet, the attached Master Services Agreement, and any Schedules or addenda referred to herein and attached hereto and constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all contemporaneous and prior oral or written agreements, commitments, purchase orders, negotiations or understandings with respect to the matters provided for herein.

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties are intended to authenticate this writing and to have the same force and effect as manual signatures, and that each signatory is a duly authorized representative of each Party. This Agreement will become effective as of the date of the last signature below.

FULLSTEAM SOFTWARE HOLDINGS LLC DBA INTEGRAPARK		Customer	
Signature	 <small>Signed by: DEB28768CC5C458...</small>	Signature	
Name	Nicole Judge	Name	
Title	Parking Vertical President	Title	

Date	7/29/2025	Date	
------	-----------	------	--

## Master Services Agreement

### 1. Definitions.

- (a) “Authorized User” means an individual user of the Services, including but not limited to Customer’s clients, employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- (b) “Company IP” means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Company IP does not include Customer Data.
- (c) “Customer Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the provision and receipt of the Services.
- (d) “Documentation” means Company’s user manuals, handbooks, and guides relating to the Services provided by Company to Customer either electronically or in hard copy form relating to the Services.
- (e) “Services” means the software-as-a-service accounting and management software solution for the parking industry as selected by Customer on the Cover Sheet and all modifications, updates, enhancements, or replacements for any of the foregoing, made available by Company to Customer and Authorized Users. Any such modifications, updates, enhancements, or replacement shall be provided in connection with Company’s ongoing mission to improve the Services and customers’ experience.

### 2. Access and Use.

- (a) Access to Services. Subject to and conditioned on Customer’s payment of Fees and compliance with the terms and conditions of this Agreement, Company hereby grants to Customer and its Authorized Users a non-exclusive, limited right to access and use the Services solely for use by Authorized Users. Company shall provide necessary passwords and connections to allow initial access to the Services.
- (b) Documentation License. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive license to use the Documentation during the Term, solely for Customer’s internal business purposes in connection with its use of the Services.
- (c) Provision of Services. Company will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, with minimal downtime, except for: (a) planned downtime and scheduled upgrades or (b) a Force Majeure. Company is responsible for securing and protecting all Customer Data consisting of cardholder data that is stored on, transmitted via or processed by Company-managed System components and for maintaining such components in compliance with the Payment Card Industry Data Security Standard (PCI-DSS). Company shall have no responsibility for (i) the security of Customer Data to the extent that it is stored on, transmitted via or processed by system components managed or operated by Customer or any third party, or (ii) any security breach, unauthorized disclosure of Customer Data or non-compliance with PCI-DSS resulting from Customer’s

actions or omissions, including, without limitation, any modifications that Customer may make to the Services or any Service settings or parameters configured or changed by Customer.

(d) Customer is responsible for (i) obtaining and maintaining any hardware, software and communications resources required to access and use the Services via the Internet, (ii) securing and protecting cardholder data that is stored on, transmitted via or processed by Customer-managed system components including, without limitation, all technical facilities used to provide data to the Services, and for maintaining such components in compliance with the Payment Card Industry Data Security Standard (PCI-DSS), and (iii) any communications or other fees incurred by Customer in the course of accessing or using the Services.

(e) Customer acknowledges that Company exercises no control over the content of the Customer Data as submitted by Customer, and it is the sole responsibility of Customer to ensure that the data Customer furnishes to Company complies with all applicable laws and regulations. Customer acknowledges that, unless otherwise agreed by the Parties, Customer Data will be transmitted through and to servers located in the United States of America. Customer agrees to make all legally-required disclosures to its customers in connection with Customer's collection, use and disclosure of personal data which may be input to the Service and deemed Customer Data hereunder.

(f) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services, Documentation, or the software or code contained therein, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service in breach of this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Services, or any related documentation, warranties, disclaimers, or intellectual any proprietary notices from the Services or Documentation; (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, (vi) use the Services in connection with the design, construction, maintenance, operation, or use of competitive systems or applications for internal use; (vii) input, upload, transmit or otherwise provide any information or materials that are unlawful or otherwise injurious, or contain, transmit, or activate any virus, worm, malware or other malicious computer code or content; or (viii) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm the Services in any manner, in whole or in part.

(g) Reservation of Rights. To the fullest extent permitted or available under applicable law, Company hereby asserts and claims, and Customer hereby recognizes and acknowledges, Company's ownership of all right, title, and interest in and to the Services and any of Company's Confidential Information provided hereunder.

### **3. Customer Responsibilities.**

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

(b) Security; Passwords. Customer shall take all reasonable precautions to safeguard the Services and to prevent any unauthorized access thereto. Customer is solely responsible for maintaining the confidentiality and security of passwords and sub-accounts created by Customer, and hereby agrees that, without the express written consent of Company, no usernames or password will be disclosed to any person other than Authorized Users. Customer accepts full responsibility for any use of or action taken through the use of its usernames and passwords and agrees to and hereby releases Company from any and all liability concerning such activity. Customer agrees to promptly notify Company of any actual or suspected loss, theft, or unauthorized use of any of Customer's or Authorized User's usernames, passwords, the Services, and/or data. Company has no obligation to inquire as to the authority or propriety of any use of or action taken under one or more of Customer's usernames/passwords and will not be responsible for any loss to Customer arising from any such use or action or from Customer's failure to comply with these provisions. To notify Company of any unauthorized use, please contact the Company at [support@integrapark.com](mailto:support@integrapark.com).

(c) Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access, or otherwise use the Services, including without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance or local telephone service (collectively, "Equipment"). Customer shall be responsible for ensuring that such Equipment is compatible with the Services hereunder and complies with all applicable configurations and specifications provided by Company.

(d) Compliance with Laws. Customer represents, covenants, and warrants that it will use the Services only in compliance with Company's published policies, this Agreement, and all applicable laws and regulations, including but not limited to Title III of the Americans with Disabilities Act ("ADA") and New York's state and city level Human Rights Act, and California's Unruh Civil Rights Act and Consumer Privacy Act. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer agrees that it will not use, or knowingly allow any other person to use, the Services for or in connection with, any illegal purpose or activity or in contravention of this Agreement.

(e) Email and SMS Responsibilities. In the event that Customer chooses to use the email and/or the SMS features, Customer represents and warrants that Customer has a current relationship with each person to whom an email or text message is to be sent. Customer is solely responsible for ensuring that the email and/or SMS feature(s) are utilized in a manner that complies with local, state, and federal laws, rules and regulations. This includes, but is not limited to, compliance with applicable email and telemarketing laws such as the CAN-SPAM Act and Telephone Consumer Protection Act ("TCPA"),

47 U.S.C. § 227, the EU ePrivacy Regulation, and comparable state laws. Moreover, Customer represents and warrants that each person to whom an email and/or text message is to be sent has specifically granted Customer permission to do so by whatever technology Customer chooses; and opt-outs are provided pursuant to applicable law, rule or regulation. Customer is responsible for the content and will be identified as the sender of each email and/or text message sent on Customer's behalf. Customer acknowledges that Customer is responsible for obtaining any and all permissions required to use the email and/or SMS features.

(f) PCI Compliance. Customer is solely responsible for compliance with applicable PCI-DSS requirements; Company has no obligation to assist with PCI-DSS requirements in any way. Any assistance provided by Company, or by Company's employees, contractors, agents, representatives or other related persons, at the request of Customer, is provided without warranty or liability.

(g) Noncompetition. Customer hereby agrees that it will not, directly or indirectly, for its own benefit or for the benefit of others, develop, distribute, market, sell, license or otherwise offer to any third party any accounting or management software solution in the parking industry or materials that are similar to, or in competition with, the Services.

#### **4. Fees and Payment.**

(a) Fees. Customer shall pay Company the fees as set forth in the Cover Sheet attached hereto without offset or deduction. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. Customer shall make all payments hereunder in US dollars. If Customer fails to make any payment when due, without limiting Company's other rights and remedies: (i) Company may charge interest on the past due amount at the rate of 1.5% per month calculated daily or the highest rate permitted under applicable law, whichever is greater; (ii) Customer shall reimburse Company for all reasonable costs incurred by Company in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for sixty (60) days or more, Company may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Company's income.

(c) Price Adjustments. Company reserves the right to update or modify the fees for the Services at any time upon providing thirty (30) days' written notice to Customer. Any such fee changes will take effect at the start of the next billing cycle following the thirty (30) days' notice period unless otherwise specified in the notice. Customer's continued use of the Services after the effective date of the fee change constitutes acceptance of the new fees.

#### **5. Term and Termination.**

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect as set forth on the Cover

Sheet (the “Initial Term”). Thereafter, unless terminated as set forth below, this Agreement will automatically renew for additional twelve (12) month term(s) as set forth in the Initial Term (each a “Renewal Term” and together with the Initial Term, the “Term”).

(b) Termination. In addition to any other express termination right set forth in this Agreement, either Party may terminate this agreement with convenience upon thirty (30) days’ written notice and such termination shall not be deemed a breach of contract. Company shall be compensated for Services provided through the conclusion of the month of termination. Company may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than sixty (60) days after Company’s delivery of written notice thereof or (ii) breaches any of its obligations under this Agreement.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Services and, without limiting Customer’s obligations, upon Company’s request, Customer shall delete, destroy, or return all copies of the Company IP, including Documentation, and certify in writing to the Company that the Company IP has been deleted or destroyed, if elected. No expiration or termination will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Suspension of Access. In addition to any other suspension or termination rights of Company pursuant to this Agreement, certain extraordinary circumstances may require Company to suspend or terminate (where appropriate), as determined in Company’s sole discretion, Customer’s access to and/or use of, or otherwise modify, the Services and/or any component thereof, without notice in order to: (a) prevent damages to, or degradation of the integrity of, Company’s Services; (b) comply with any law, regulation, court order, or other governmental request or order; or (c) otherwise protect Company from potential legal liability or harm to its reputation or business.

## **6. Confidential Information.**

(a) Definition. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, that is marked, designated or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure as evidenced by written records; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party as evidenced by written records; or (d) independently developed by the receiving Party with no access to the disclosing Party’s Confidential Information as evidenced by written records. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a

Party's rights under this Agreement. Upon termination or expiration of this Agreement, at the request of Customer, Company will, within fifteen (15) days of Customer's written request, provide Customer a copy of the most current Customer Data in Company's possession, provided that Customer has paid all fees and charges accruing under this Agreement. Company, at any time thirty (30) or more days following the expiration or termination of the Agreement, may destroy or otherwise dispose of Customer's Data in its possession without further obligation to Customer.

(b) Feedback. To the extent Customer makes any suggestions, enhancements, recommendations or other feedback with respect to the Services, Customer acknowledges and agrees that any and all feedback will be the sole and exclusive property of Company, and Customer hereby irrevocably assigns to Company and agrees to irrevocably assign to Company all of its right, title, and interest in and to all feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect, and maintain its intellectual property rights and other legal protections for the feedback.

## **7. Intellectual Property Ownership.**

(a) Company IP. Customer acknowledges that, as between Customer and Company, Company owns all right, title, and interest, including all intellectual property rights, in and to the Company IP. Customer shall not remove, alter, modify or deface any copyright notice, trademark, logo, name, or other confidentiality or proprietary notices from the Services. Customer shall not take any actions which indicate that Company is not the source of origin of the Services and any Documentation.

(b) Customer Data. Company acknowledges that, as between Company and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in all data and information provided by Customer to Company through the use of the Services, including but not limited to, Customer Data. Customer hereby grants to Company a non-exclusive, royalty-free, worldwide license to reproduce, process, display, and otherwise use the Customer Data necessary for Company to provide Services to Customer. As between Company and Customer, Customer is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the Term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

## **8. Indemnification.**

(a) Company Indemnification.

(i) Company shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("Losses") incurred by Customer



resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights, provided that Customer promptly notifies Company in writing of the claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Company, at Company’s sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Company determines that neither alternative is reasonably available, Company may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund to Customer a prorated portion of any prepaid fees.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Company or authorized by Company in the Documentation; (B) modifications to the Services not made by Company; or (C) Customer Data.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Company’s option, defend Company from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights and any Third-Party Claims based on Customer’s or any Authorized User’s (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Company or authorized by Company in writing; or (iv) modifications to the Services not made by Company, provided that Customer may not settle any Third-Party Claim against Company unless Company consents to such settlement, and further provided that Company will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. this section 8 sets forth customer’s sole remedies and company’s sole liability and obligation for any actual, threatened, or alleged claims that the services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

## 9. Disclaimer; Limitations of Liability.

(a) Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE SERVICES ARE PROVIDED “AS IS” AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S, AUTHORIZED USER’S, OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE,

COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. COMPANY FURTHER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE RELATED TO ANY CONFIGURATION, REPAIR, UPDATE, INSTALLATION OR OTHER WORK DONE ON THE CUSTOMER'S PREMISES BY AN EMPLOYEE, CONTRACTOR, AGENT, OR OTHER THIRD PARTY OF OR UNDER CONTRACT WITH COMPANY.

(b) Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL EITHER PARTY'S LIABILITY EXCEED THE TOTAL AMOUNT RECEIVED FOR THE SERVICES DURING THE TWELVE MONTHS PRECEDING THE CLAIM. The foregoing limitation of liability represents the allocation of risk of failure between the Parties, as reflected in the pricing of the software, and is an essential element of the basis of the bargain between the Parties.

## **10. Miscellaneous.**

(a) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the Cover Sheet (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email with confirmation of transmission within forty-eight (48) hours or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(b) Force Majeure. In no event shall either Party be liable to the other, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(c) Survival. The rights and obligations of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

(d) Amendment and Modification; Waiver. Company may amend any portion of this Agreement upon thirty (30) days' prior written notice to Customer. The failure of either Party to take any action or to demand compliance with the terms of this Agreement will not be deemed a waiver of any right or remedy of any Party to this Agreement. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving.

(e) Severability. If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Choice of Law and Jury Trial Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby. In case of any dispute related to this Agreement, the parties agree to submit to personal jurisdiction in the State of Delaware. Furthermore, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any court of the State of Delaware or any federal court sitting in the State of Delaware for purposes of any suit, action or other proceeding arising out of this Agreement. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, SUIT OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THE TERMS, OBLIGATIONS AND/OR PERFORMANCE OF THIS AGREEMENT.

(g) Assignment. This Agreement and the rights and obligations arising hereunder are binding upon and inure to the benefit of the Parties and to their respective successors and assigns. Neither party will transfer or assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. However, each Party may assign its rights and delegate its obligations under this Agreement without the other Party's consent in connection with a merger, acquisition, the sale of all or substantially all of its assets or similar transaction, provided that the assignee agree in writing to assume all obligations of the assigning party under this Agreement. Any unauthorized transfer, assignment, or delegation will be null and void.

(h) Export Regulation. Each Party has or shall obtain in a timely manner all necessary or appropriate licenses, permits, or other governmental authorizations or approvals; shall indemnify and hold Company harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Customer shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement

to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(j) Independent Contractors. Company is an independent contractor and neither it nor its employees or agents shall be considered to be an employee, agent, partner, or representative of Customer for any purpose. Neither Customer nor its employees or agents shall be considered to be employees, agents, partners or representatives of Company for any purpose. Neither Party has the authority to bind the other Party.