

I2O AI PLATFORM SOFTWARE AS A SERVICE END USER LICENSING TERMS AND CONDITIONS.

BY SIGNING AN ORDER FORM CLIENT: (A) ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THESE TERMS; (B) REPRESENTS AND WARRANTS THAT IT HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THE ORDER FORM AND THEREBY ACCEPT THESE TERMS; AND (C) ACCEPTS THESE TERMS AND AGREES THAT CLIENT IS LEGALLY BOUND BY IT. CLIENT MAY NOT ACCESS OR USE THE SERVICES IF IT DOES NOT AGREE TO THESE TERMS.

1. Definitions.

- a. **"Access Credentials"** shall mean means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the I2O AI Services.
- b. **"Agreement"** shall mean the Terms and Conditions stated hereunder, together with all the Order Forms.
- c. **"Authorized Users"** shall mean Client's employees, consultants, contractors, and agents who are authorized by Client to access and use the I2O AI Services under the rights granted to Client pursuant to this Agreement.
- d. **"Client"** shall mean the entity or individual identified as Client on the Order Form.
- e. **"Documentation"** shall mean the documents made available directly available to the Client by I2O AI from time to time which sets out a description and user instructions for the I2O AI Services, any output derived from use of Services or the Software.
- f. **"Harmful Codes"** shall means and includes any virus, Trojan horse, worm or other software, instructions, routines or components: (i) designed to permit unauthorized access to all or any part of a person or entity's information systems or other resources; (ii) which function to disable, erase, otherwise harm, or render inoperable or otherwise incapable of being used in the full manner for which they were designed and created, all or any part of a person or entity's information systems or other resources; or (iii) which facilitate the performance of any such action.
- g. **"I2O AI Materials"** shall mean the I2O AI Services, Software, Documentation, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by I2O AI in connection with the I2O AI Services or otherwise comprise or relate to the I2O AI Services or Software.
- h. **"I2O AI Services"** shall mean the services ordered by Client through an Order Form and provided by I2O AI by means of access to certain content and use of the features and functionalities made available to Client as a service, solely to the extent set forth and further described in, and as limited by, the Order Forms executed by the Parties.

- i. **"Order Form"** shall mean the order form executed by and between the I2O AI and the Client.
- j. **"Parties"** shall mean I2O AI and Client collective (each individually referred to herein as **"Party"**).
- k. **"Records"** shall mean documents provided by Client's applicants and Clients who in each case are businesses or individuals in the United States of America
- l. **"Services"** shall mean tools provided by I2O AI by way of its website or online platform for parsing, searching, analyzing, and summarizing data
- m. **"Software"** means the online software applications and tools provided by I2O AI from time to time as a part of the I2O AI Services including any updates I2O AI may make to such applications from time to time.

2. ACCESS AND USE

- a. Subject to Subject to and conditioned on Client's and its Authorized User's compliance with Terms set forth herein, I2O AI hereby grants Client a non-exclusive, non-transferable (except in compliance with Section 11 (c) right to access and use the features and functions of applicable Services and/or Software ordered pursuant to an Order Form during the Term for the number of Authorized Users identified in the Order Form. On or as soon as reasonably practicable after the Effective Date, I2O AI will provide Client the Access Credentials to allow the Client to access the Services. The total number of the Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- b. **Documentation License.** I2O AI hereby grants to Client a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 11 (c) license to use the Records and Documentation during the Term solely for Client's internal business purposes in connection with its use of I2O AI Services.
- c. **Usage Restrictions.** Client will not, and shall not permit any third party, to (a) copy, modify, or create derivative works or improvements of the I2O AI Materials; (b) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the I2O AI Services or I2O AI Materials, in whole or in part; (c) rent, lease, lend, sell, sublicense, assign, distribute, publish,

transfer, or otherwise make available any I2O AI Services or I2O AI Materials to any third-party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (d) bypass or breach any security device or protection used by the I2O AI Services or I2O AI Materials or access or use the I2O AI Services or I2O AI Materials other than by an Authorized User through the use of his or her own then valid Access Credentials; (e) input, upload, transmit, or otherwise provide to or through the I2O AI Services any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; (f) remove, delete, alter, or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any I2O AI Services or I2O AI Materials, including any copy thereof; or (g) access or use the I2O AI Services or I2O AI Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law. Client will ensure that its use of the I2O AI Service complies with all applicable laws, statutes, regulations, or rules.

- d. **Assignment of Point of Contact.** Client shall, throughout the Term, maintain within its organization a service manager to serve as Client's primary point of contact for day-to-day communications, consultation, and decision-making regarding this Agreement. Each such service manager shall be responsible for providing all day-to-day consents and approvals on behalf of Client under this Agreement. Client shall ensure its service manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity.
- e. **Changes.** I2O AI reserves the right, in its sole discretion, to make any changes to the I2O AI Services and I2O AI Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of I2O AI's services to its Clients; (ii) the competitive strength of or market for I2O AI's services; or (iii) the I2O AI Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either Party may, at any time during the Term, request in writing changes to the I2O AI Services. No requested changes will be effective unless and until memorialized in a writing and signed by both Parties.
- f. **Suspension or Termination of Services.** I2O AI may, directly or indirectly, and by use lawful means, suspend, terminate, or otherwise deny Client's, any Authorized Users' to or use of all or any part of the I2O AI Services or I2O AI Materials, without incurring any resulting obligation or liability, if: (a) I2O AI receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires I2O AI to do so; or (b) I2O AI believes, in its good faith and reasonable discretion, that: (i) Client or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the

I2O AI Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement; (ii) Client or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the I2O AI Services; or (iii) these Terms expires or is terminated. This Section 2 (f) does not limit any of I2O AI's other rights or remedies, whether at law, in equity, or under this Agreement.

3. Client Responsibilities

- a. **Authorized User Access to Services.** Client may permit any Authorized Users to access and use the features and functions of the I2O AI Services and Software as contemplated by the Agreement on behalf of Client.
- b. **Service Rules and Guidelines.** Client shall use the I2O AI Services solely for its internal business purposes as contemplated by these Terms and shall not use the I2O AI Services to: (a) interfere with or disrupt the integrity or performance of the I2O AI Service or data contained therein; or (b) attempt to gain unauthorized access to the I2O AI Service.
- c. **Restriction Export.** Client may not remove or export or allow the export or re-export of the I2O AI Materials or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States or any other foreign jurisdiction. Client will defend, indemnify, and hold harmless I2O AI from and against any violation of such laws or regulations by Client or any of its agents, officers, directors, or employees.
- d. **Equipment Responsibility.** Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the I2O AI Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Client shall also be responsible for maintaining the security of the Equipment, Access Credentials, and files, and for all uses of Access Credentials or the Equipment with or without Client's knowledge or consent.

4. Ownership and Intellectual Property Rights.

- a. I2O AI shall own and retain all right, title and interest in and to (a) the I2O AI Services, Software, Documentation, I2O AI Materials and all improvements, derivative works, enhancements or modifications thereto; (b) any software, applications, inventions or other technology developed in connection with I2O AI Services or support; (c) any methodologies, code, templates, tools, policies, records, working papers, know-how, data; and (d) all patent, copyright, trade secret, trademarks and other intellectual property rights related to any of the foregoing. Client does not acquire any right, express or implied, in the I2O AI Materials, other than those specified in this Agreement. Notwithstanding anything to the contrary in this Agreement, I2O AI will not be prohibited or enjoined at any

time by Client from utilizing any skills or knowledge of a general nature acquired during the course of providing the I2O AI Services under this Agreement.

- b. Client will own all right, title, and interest in and to all Records, data, information, media, and content provided by Client pursuant to its access and usage of I2O AI Services (collectively "Client Data"). Client hereby grants to I2O AI a non-exclusive, worldwide, royalty-free, right and license, during the Term to use the Client Data to perform I2O AI's obligations under these Terms to provide I2O AI Services. Client also hereby grants to I2O AI a non-exclusive, worldwide, royalty-free, fully paid up, irrevocable and perpetual license to copy, anonymize, aggregate, process and create derivative works of Client Data for the purpose of deriving anonymous statistical and usage data, and data related to the functionality of the I2O AI Services, provided that such data cannot be used to identify Client or its clients and users ("Anonymous Data") and combining or incorporating such Anonymous Data with or into other data and information available, derived or obtained from other Clients, licensees, users, or other sources, for purposes of providing services to its other Clients, developing improved and new success vectors, models, products and services and generating statistics for marketing purposes. I2O AI will own all intellectual property rights and other related rights in any improvements, modifications, and other derivative works of, based on, derived from, or otherwise created by I2O AI, concerning the I2O AI Services and the Software, using any Anonymous Data. I2O AI will not use any Client Data for any purpose except as specifically provided under this Agreement.
- c. If Client provides I2O AI with any suggestions, comments for enhancements or functionality or other feedback received from its employees, consultants, affiliates, or agents regarding the I2O AI Services ("Feedback") Client hereby assigns such Feedback to I2O AI, at no cost (including Feedback created by Client and/or any of Client's employees or contractors), and all related intellectual property also include any feedback received by the I2O AI from its own employees or consultants in connections with the implementation of the I2O AI Services for the Client. All Feedback is the exclusive property of I2O AI. I2O AI may use Feedback in any manner and for any purpose, without any limitation, liability, or obligation to the Client.

5. Treatment of Confidential Information.

- a. The Parties anticipate that they will exchange confidential information during the Term. "Confidential Information" means any and all tangible and intangible information, either written, oral, or in any other medium, disclosed or made available by a Party ("Disclosing Party") to the other Party (the "Receiving Party"), including, without limitation, research and development, patents or trade secrets, financial information, know-how, designs, formulations, samples, processes, methodologies, manuals, vendor names, supplier lists, Client lists and patient names and other information related to clients or patients, employee

lists, databases, sales and marketing information, and computer programs, or any other confidential information or proprietary aspects of the business of the Disclosing Party. The terms and conditions of these Terms are Confidential Information. Information will not be considered to be Confidential Information to the extent that the Receiving Party can prove by reliable written record that such information: (i) is already known to the Receiving Party free of any restriction at the time it is obtained by the Receiving Party; (ii) is subsequently learned from an independent third-party free of any restriction or obligation of confidentiality and without breach of this Agreement; (iii) becomes publicly available through no wrongful act of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the other. In addition, the Receiving Party may disclose the Confidential Information of the Disclosing Party if required to be disclosed by law, regulation, court order or subpoena, provided that the Receiving Party will exercise reasonable efforts to notify the Disclosing Party prior to disclosure.

- b. The Receiving Party will maintain the confidentiality of the Disclosing Party's Confidential Information. The Receiving Party will protect any and all Confidential Information received from the Disclosing Party with the same degree of care used by the Receiving Party to protect its own confidential information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care. The Receiving Party will only use the Disclosing Party's Confidential Information to exercise its rights and perform its obligations under this Agreement. The Receiving Party acknowledges that (i) the provisions contained in this section are reasonable and necessary to protect the legitimate business interests of the Disclosing Party; and (ii) its breach of this Section 5 will cause irreparable damage to the Disclosing Party and agrees that the Disclosing Party will be entitled to seek injunctive relief from a court of competent jurisdiction as a result of any breach as well as such further or other equitable relief as may be granted by such court, without the posting of any bond or other security and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Any right, power, or remedy provided under these Terms to the Disclosing Party will be cumulative and in addition to any other right, power, or remedy provided under these Terms or existing in law or in equity (including, without limitation, the remedies of injunctive relief and specific performance).

6. Payment of Fees.

- a. **Fees.** In consideration for the access rights granted to Client and the I2O AI Services performed by I2O AI under this Agreement, Client will pay to I2O AI, without offset or deduction, all fees required by a particular Order Form. Unless otherwise stated in an Order Form, all fees will be due monthly in advance of the I2O AI Services being

rendered. All fees will be billed and payable in U.S. dollars. Notwithstanding the foregoing, any set-up fees listed on a particular Order Form, shall be due and payable upon execution of the applicable Order Form. Any payment not received by the due date shall accrue interest at a rate of one and one-half percent (1.5%) per month, or the highest rate allowed by applicable law, whichever is lower. If Client is delinquent in the payment of undisputed amounts, I2O AI may suspend the provision of the I2O AI Services to Client.

- b. **Disputed Fees.** If Client disputes any fees, taxes, or other charges billed by I2O AI, Client shall notify I2O AI, in writing, of the disputed amount and any relevant information regarding the circumstances of the dispute promptly. If the Client fails to provide I2O AI with a notice of such a disputed amount within twenty (20) business days following receipt of I2O AI's invoice for such disputed charge, then such amount is deemed undisputed and due to I2O AI. All parties agree to work cooperatively to resolve any such disputed amounts.
- c. **Taxes.** Client will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties, and similar charges (other than taxes based on I2O AI's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Client will make all required payments to I2O AI free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to I2O AI will be Client's sole responsibility, and Client will, upon I2O AI's request, provide I2O AI with official receipts issued by appropriate taxing authorities, or such other evidence as I2O AI may reasonably request, to establish that such taxes have been paid.

7. Warranties and Disclaimers.

- a. **Client.** Client represents and warrants that it has the power and authority to enter into this Agreement; (b) it will not violate any agreements with third party as a result of performing its obligations under this Agreement; (c) there are neither pending nor threatened, nor to the best of any parties' knowledge, contemplated, any suits, proceedings, actions, or claims (including any related to a third party's intellectual property rights) which would materially affect or limit the rights granted under this Agreement; and (d) Client owns or otherwise has and will have the necessary rights and consents in and relating to the Client Data so that, as received by I2O AI in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, any privacy or other rights of any third party or violate any applicable law.
- b. **I2O AI.** I2O AI represents and warrants that it will provide the I2O AI Services and perform its other obligations under these Terms in a professional and workmanlike manner substantially consistent with general industry standards. I2O AI shall comply with all laws, ordinances, codes, regulations, rules, policies, regulations and procedures and the requirements of any other public or private authority.

I2O AI shall use reasonable industry standard security mechanisms and procedures to protect the Client Data and to prevent the introduction by I2O AI into the Client's computer systems of any Harmful Code. HOWEVER, I2O AI DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE I2O AI SERVICES OR I2O AI MATERIALS. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE I2O AI SERVICES AND I2O AI MATERIALS ARE PROVIDED "AS IS" AND I2O AI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTERGRATION AND/OR DATA ACCURACY. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, I2O AI DOES NOT MAKE ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION AND WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY. Client acknowledges and agrees that no other representations or warranties were made to or relied upon by the Client.

- 8. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, I2O AI AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND I2O AI'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CLIENT TO I2O AI FOR THE I2O AI SERVICES UNDER THESE TERMS IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT I2O AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY WILL SURVIVE AND CONTINUE IN FULL FORCE AND EFFECT DESPITE ANY FAILURE OF AN EXCLUSIVE REMEDY.

9. INDEMNIFICATION.

- a. **Indemnification of Client.** I2O AI agrees to indemnify, defend and hold harmless Client from and against any and all third party losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that: (a) the I2O AI Services infringes such third party's patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America; or (b) I2O AI's gross negligence or willful misconduct, provided that Client promptly notifies I2O AI in writing of the claim, cooperates with I2O AI, and allows I2O AI sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit I2O AI, at I2O AI's sole discretion, to enable it to continue to use the I2O AI Services or the Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing. If I2O AI determines that none of these alternatives is reasonably available, Client shall, upon written request from I2O AI, cease use of, and, if applicable, return, such materials as are the subject of the infringement claim. This Section 9.1 shall not apply if the alleged infringement arises, in whole or in part, from (i) modification of a I2O AI Materials by the Client if the modification was not reasonably contemplated by the Parties and the infringement or violation would not have occurred but for that modification; (ii) the combination of the I2O AI Materials by the Client with other third-party products if the combination was not reasonably contemplated by the Parties and the infringement or violation would not have occurred but for that combination; (iii) Client's continued use of infringing I2O AI Materials after I2O AI provides Client with reasonable advance written notice of the infringement and provides non-infringing replacement I2O AI Materials to the Client at no charge; or (iv) related to Client Data (any of the foregoing circumstances under clauses (i), (ii), (iii) and (iv) a "Client Indemnity Responsibility"). THIS SECTION STATES I2O AI'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.
- b. **Client's Indemnity Obligations.** Client agrees to hold, harmless, indemnify, and, at I2O AI's option, defend I2O AI, its shareholders, directors, officers, employees, agents, successors and assigns from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (a) Client's gross negligence or willful misconduct; or (b) a Client Indemnity Responsibility, provided that I2O AI promptly notifies Client in writing of the claim, cooperates with Client, and allows Client sole authority to control the defense and settlement of such claim; provided that Client will not settle any third-party claim against I2O AI unless such settlement completely and forever releases I2O AI from all liability with respect to such claim or unless I2O AI consents to such settlement, and further provided that I2O AI will have the right, at its option, to participate in the defense thereof by counsel of its own choice.
10. **Term and Termination.**
- a. Subject to earlier termination as provided below, these Terms is for the Initial Service Term as specified in the Order Form and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party provides a written notice of termination at least thirty (30) days prior to the end of the then-current Term.
- b. In addition to any other remedies it may have, either Party may, at its option, terminate these Terms in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and these Terms will terminate in the event that such cure is not made within such thirty (30)-day period. Upon termination of this Agreement, Client will immediately cease use of the I2O AI Materials; pay in full for the I2O AI Services up to and including the last day on which the I2O AI Services are provided; and (iii) return or destroy all copies or other embodiments of I2O AI's Confidential Information.
11. **Miscellaneous.**
- a. **Independent Contractors.** The Parties acknowledge and agree that each is an independent contractor. These Terms shall not be construed to create a partnership, employment, joint venture, or agency relationship between the Parties and Client does not have the authority of any kind to bind the I2O AI in any respect whatsoever.
- b. **Entire Agreement.** These Terms is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. Neither Party will be bound by any inducements or representations other than as expressly provided for in this Agreement.
- c. **Assignment.** This Agreement, and any rights or obligations in this Agreement, shall not be assigned by either Party without the prior written consent of the other Party; provided, however, that a Party may assign these Terms upon notice to the other Party to an affiliate as part of a corporate reorganization; or (b) to a successor in interest to substantially all of the stock or assets of the Party provided that such successor agrees in writing to be bound by the terms and conditions of this Agreement. Any change in control of Client, whether by merger, share purchase, asset sale or otherwise, shall be deemed an "Assignment" subject to terms of this Section 11.c.
- d. **Force Majeure.** No failure, delay or default in performance of any obligation of a Party to this Agreement, except payment of fees due prior to the occurrence of the Force Majeure Event, shall constitute an event of default or breach of the Agreement to the extent that such failure to

perform, delay or default arises out of a cause existing or future, that is beyond the reasonable control of such Party, including without limitation, action or inaction of a governmental agency, civil or military authority, fire, strike, lockout or other labor dispute, inability to obtain labor or materials on time, flood, war, riot, theft, epidemic or pandemic event, earthquake or other natural disaster ("Force Majeure Event"). The Party affected by such Force Majeure Event shall take all reasonable actions to minimize the consequence of any Force Majeure Event and resume its obligations under the Agreement.

- e. **Non-Solicitation by the Client.** During the Term and for two (2) years thereafter, Client shall not and shall not assist any other third-party to, directly or indirectly, recruit or solicit for employment or engagement as an independent contractor any employee engaged by the I2O AI. In the event of a violation of this Section 11.5, I2O AI will be entitled to liquidated damages equal to the compensation paid by I2O AI to the applicable employee or contractor during the prior twelve (12) months.
- f. **Waiver.** The waiver of any right or election of any remedy in one instance shall not affect any rights or remedies in another instance. A waiver shall be effective only if made in writing and signed by an authorized representative of the applicable Party.
- g. **Severability.** If any provision of these Terms is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in these Terms will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of these Terms invalid or unenforceable whatsoever.
- h. **Notices.** All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Notices shall be addressed to the Parties based on the address stated in the applicable Order Form. Any change of address for notice purposes shall be notified to the other Party at the earliest.
- i. **Choice of Law; Jurisdiction.** THESE TERMS SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE COMMONWEALTH OF VIRGINIA LOCATED IN FAIRFAX COUNTY. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.
- j. **Press Release.** I2O AI reserves the right to reference the Client as a user of the I2O AI service. Neither Party shall make a formal announcement or press release of these Terms or the relationship between the Parties without the prior written consent of the other Party. Consent shall not be unreasonably withheld or delayed. The Parties shall agree upon the content and timing of an initial public announcement.
- k. **Amendment.** These Terms may be modified or supplemented by a written document executed by both the Parties.
- l. **Survival.** Any terms of this Agreement, which by their nature extend beyond the termination of these Terms will remain in effect until fulfilled. Such terms will include, without limitation, Section 4 (Ownership and Intellectual Property Rights), Section (Treatment of Confidential Information), Section 7 (Warranties and Disclaimers), Section 8 (Limitation of Liability), Section 9 (Indemnification), Section 10 (Term and Termination), and Section 11 (Miscellaneous).
- m. **Heading.** Headings used in these Terms are for reference only and will not be considered when interpreting this Agreement.
- n. **Counterparts.** These Terms may be signed in counterparts which may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[End of Terms and Conditions]

