



Zink Labs

Software-as-a-Service, Cloud Services Agreement

Cover Page

The **Agreement** comprises of the contents in this **Cover Page**, including **Key Terms** and **Supplemental Documentation** (if any). By executing this Cover Page, the **Parties** enter into an Agreement which incorporates the oneSaaS **Standard Terms** (available at lawinsider.com/standards/onesaaS) by reference. Capitalized terms that are not defined in this Cover Page will have the meanings given in the oneSaaS Standard Terms.

By creating an account, clicking “I agree”, or otherwise electronically accepting this Agreement within the Services, the Customer agrees to be bound by this Agreement. Any online plan selection, checkout flow, or similar in-app ordering process constitutes an “Order Form” for purposes of this Agreement.

KEY TERMS

1. GENERAL TERMS

Agreement Start Date	December 26, 2025
Governing Law	The laws of the state of Florida.
Dispute Resolution Method	Dispute Resolution Method: Any dispute arising out of or in connection with this Agreement shall be exclusively resolved in the state or federal courts located in the State of Florida. Each Party irrevocably consents to personal jurisdiction and venue in such courts. Notwithstanding the foregoing, either Party may seek equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information.



Documentation

“**Documentation**” refers to the user guides, manuals, technical specifications, and other materials provided by the Provider, in any form or medium that describe the functionality, use, or operation of the Services.

Publicity

The Customer grants the Provider a perpetual, non-exclusive license to use the Customer's name, logo, and screenshots of the Deliverables (excluding Confidential

2. SERVICES & USAGE

Services

Description of the cloud-based and other services provided by the Provider under the Agreement.

The cloud-based software-as-a-service solutions provided by the Provider to the Customer under this Agreement. This includes access to and use of the Provider's software, hosting, updates, support, and related services [as specified in the Order Form] or other applicable Documentation.

Services exclude any third-party applications, integrations, or services that may interact with or be accessible through the Provider's software unless expressly included in the Agreement.

Support Services

Description of the support services provided by the Provider under the Agreement. These are distinct from any professional services outlined in the Add-On Terms (if applicable) or other supplemental documents.

Technical assistance, maintenance, and updates provided by the Provider to ensure the effective use and operation of the Services, including issue resolution, delivery of patches and upgrades, access to user documentation, and support through designated communication channels, subject to the scope and limitations outlined in this Agreement or any applicable Supplemental Document.

Authorized Purpose:

The specific use of the Services permitted under this Agreement.

To enable the Customer to manage business performance, track goals, and feedback, and generate reports for internal business purposes. This includes storing and analyzing data solely for improving business productivity and excludes any use for commercial resale, or distribution to third parties.

Authorized Users:

Individuals or entities permitted to access and use the Services under this Agreement.

“**Authorized User**” means only those of Customer's or its Affiliates' employees, consultants, contractors, and agents authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

Affiliates

Entities that control, are controlled by, or are under common control with a Party to this Agreement.

“**Affiliates**” means, with respect to a Party, any entity that directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party, where “**control**” means at least a 50% ownership interest in such entity or the power to direct the management of such entity, whether through the ownership of voting securities, by contract, or otherwise.

Affiliate Usage Rights:

The rights granted under this Agreement allowing Affiliates to access and use the Services, subject to the same terms and conditions.

The Customer may extend the use of the Services to its Affiliates, provided that such Affiliates comply with the terms of this Agreement. The Customer is responsible for all actions or omissions of its Affiliates as if they were its own.



Additional Use Rights and Limitations:

Any additional rights granted to the Customer beyond the standard use of the Services along with any corresponding restrictions, if any.

The Customer is granted the right to integrate the Services with third-party applications for internal reporting purposes, subject to the limitations outlined in the Section. This right is granted for the Agreement Term and may not be sublicensed or transferred to any third party. Any use beyond internal reporting, including commercial resale or redistribution of the integrated data, is strictly prohibited. Additionally, the Customer may not exceed the agreed usage limits without prior written consent from the Provider, which may be subject to additional fees.

3. PAYMENT TERMS

Fees:

Fees payable for the Services.

Subscription fees for the Services as displayed within the Services at the time of signup or plan change ("Subscription Fees").

Billing Frequency:

Frequency of billing.

Billing Frequency: Subscription Fees are billed in advance on a recurring basis (monthly or annually), as selected by Customer during the online signup or plan selection process within the Services.

Payment Terms:

The terms and process for payments due under the Agreement.

Payment Terms: Subscription Fees are payable automatically via credit card, debit card, or other payment methods made available through the Services. By signing up, Customer authorizes Provider and its third-party payment processors to automatically charge Customer's selected payment method for all applicable Subscription Fees, including recurring payments, until Customer cancels the subscription in accordance with this Agreement.

4. DATA AND SUSPENSION

Data Export Period:

The period within which the Customer can export their data after termination.

60 days post-termination / throughout the Agreement Term. Data Export will not be possible post-termination of the Agreement

Data Deletion Period:

The period after termination within which the Provider must delete Customer Content.

30 days

5. USAGE AND LIMITATIONS

Usage Limits:

Restrictions on the scope or volume of use of the Services.

The Customer's use of the Services is subject to reasonable usage limits, as determined by the Provider in good faith based on industry standards and typical usage patterns. If the Provider reasonably determines that the Customer's usage exceeds reasonable limits, the Provider may notify the Customer, and the Parties will work together in good faith to address the excess usage, which may include agreeing on additional fees or adjusting the Customer's subscription tier.]



Overage Fees:

Charges incurred for exceeding the Usage Limits specified under this Agreement.

If the Customer's usage of the Services exceeds the agreed limits specified in the applicable Key Terms, the Provider will notify the Customer of such overages. The Customer agrees to pay additional fees for the excess usage, which will be agreed in writing. The Provider reserves the right to invoice for overage fees separately or include them in the next scheduled invoice.

High-Risk and Sensitive Use Restrictions:

Limitations on using the Services for high-risk activities or processing sensitive data.

The Services must not be used in high-risk environments or for processing sensitive personal data unless explicitly agreed in writing by the Provider.

Third-Party Integration Connections:

Integrations established between the Services and third-party applications or systems.

The Provider may transmit Customer Content to third-party applications and services configured by the Customer to integrate with the Services, provided such integrations are set forth in the Key Terms.

6. SPECIAL PROVISIONS

Special Provisions:

PARTIES AND EXECUTION

	CUSTOMER	PROVIDER
Company Name, Unique Identifier and Country of Organization		Zink Labs LLC EIN Pending United States of America
Signature		<i>M. Zink</i>
Print Name and Title		Mitch Zink - Founder & CEO
Signature Date		December 26, 2025



Notices Address

mitch@zinklabs.dev

Collectively referred to as the “**Parties**” and individually as the “**Party**”.



Zink Labs

Software-as-a-Service, Cloud Services Agreement

Standard Terms

1. ORDER OF PRECEDENCE

This Agreement is comprised of the following documents, listed in order of precedence:

- a) the Cover Page or any alternative document, such as an order form, specifying the services and other key terms (of which there may be multiple) (**Key Terms**);
- b) any document referred to in the Key Terms, including any addendum, agreement, schedule, or statement of work (**Supplemental Document**); and
- c) the oneSaaS standard terms (**Standard Terms**).

2. RULES OF INTERPETATION

In this Agreement:

- a) section, schedule, and paragraph headings will not affect its interpretation;
- b) reference to a person includes a natural person and an incorporated or unincorporated body (whether having a separate legal personality or not);
- c) reference to legislation or any legislative provision is a reference to the same as amended, extended, or re-enacted in the future and includes all legislation made under such legislation now or in the future; and
- d) a reference to writing or written includes email and any notifications given through the Services (where applicable).
- e) in case of a conflict or inconsistency between various terms contained in the different documents listed in the Order of Precedence section above, the terms contained in a higher-listed document shall take precedence over the terms in a lower-listed document.

3. USE OF SERVICES



3.1 Provision and Use of Services. During the Agreement Term, the Provider shall provide the Services to the Customer in accordance with the terms of this Agreement.

3.2 Customer Obligations. The Customer agrees to:

- (a) use the Services solely for the Authorized Purpose;
- (b) ensure that only Authorized Users use the Services and that Authorized Users comply with the terms of this Agreement;
- (c) refrain from copying, modifying, reverse engineering, decompiling, disassembling, creating derivative works, or otherwise attempting to identify, discover, or obtain any source code, underlying algorithms, or technical information of the Services, except to the extent expressly permitted by law or this Agreement;
- (d) not observe the functionality of the Services to develop a product or service that is substantially similar to the Services;
- (e) not use Services in breach of applicable law, regulations, and the Documentation;
- (f) refrain from accessing, uploading, storing, or transmitting any viruses, malicious code, spam, or material that is unlawful, abusive, obscene, harmful, or otherwise inappropriate; and
- (g) not to use the Services to build, train, or configure any artificial intelligence model.

4. DATA AND SECURITY

4.1 Customer Content. “Customer Content” means all data, materials, or content uploaded by the Customer or its Authorized Users in connection with the Services, including but not limited to structured or unstructured data such as personal data, financial metrics, or operational data. For the avoidance of doubt, this does not include usage data or audit logs, which the Provider may monitor independently for their internal purposes, including but not limited to improving the Services, ensuring accurate billing, and providing support.

4.2. Customer Content Responsibilities. Customer Content will remain the property of the Customer. The Customer is responsible for:

- (a) the content, quality, legality, and accuracy of the Customer Content provided by the Customer and its Authorized Users;
- (b) obtaining all necessary consents before sharing the Customer Content with the Provider; and
- (c) notifying the Provider promptly if the Customer becomes aware of any unauthorized access to the Services that may impact the security, stability or integrity of Provider’s systems, or other users.



4.3 Data Security. The Provider shall maintain appropriate administrative, physical, technical, and organizational safeguards to protect the security, confidentiality, and integrity of Customer Content, as further outlined in any applicable Data Processing Addendum or related Documentation. The Provider agrees to notify the Customer of any security breaches that adversely impact the Customer Content within 72 hours of becoming aware of such security breach.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Ownership of Services and Documentation. The Provider or its third-party licensors own all intellectual property rights in and to the Services and Documentation, including any modifications or derivatives.

5.2 Ownership of Feedback. The Customer acknowledges that any intellectual property rights related to the Services or Documentation that arise from the Customer's, its Affiliates' (where applicable), or Authorized Users' requests, suggestions, or ideas (**Feedback**) will vest in the Provider. The Customer grants the Provider a worldwide, perpetual, irrevocable, royalty-free license to use, modify, and incorporate such Feedback into its products or services in any manner the Provider deems appropriate. If the Feedback includes the Customer's Confidential Information, the Provider does not own that information and will handle it in accordance with the Confidentiality Section in this Agreement.

5.3 Independent Development and Use of Customer Content

5.3.1 The Customer grants the Provider the right to:

- (a) use Customer Content as necessary to provide the Services and fulfil the Provider's obligations under this Agreement;
- (b) anonymise and aggregate Customer Content (and related usage data) with similar information from other customers ensuring no individual can be identified directly or indirectly, to improve, develop, or offer new services, tools, or insights that align with the Authorized Purpose or benefit the Customer and its industry; and
- (c) transmit Customer Content to third-party applications and services configured to integrate with the Services provided under this Agreement.

5.3.2 The Provider will ensure that any anonymization is performed using industry-standard techniques to render the data irreversibly non-identifiable. The Customer acknowledges that anonymized data will not be subject to any controller-processor relationship and that the Provider may use such data in compliance with applicable laws and this Agreement, including for the development and improvement of the Services.



6. FEES

6.1 Payment Terms. Subscription Fees for the Services will be charged automatically in accordance with the Billing Frequency and Payment Terms set out in the Key Terms. Customer authorizes Provider and its third-party payment processors to automatically charge Customer's designated payment method for all Subscription Fees when due. If any automatic charge is declined, Provider may require Customer to update its payment method and may suspend access to the Services in accordance with Section 12.4.

6.2 Non-Cancellable and Non-Refundable Fees. Except where required by applicable law or where expressly stated otherwise within the Services (for example, free trials or specific promotional offers), all Subscription Fees are non-cancellable and non-refundable. Subscriptions may be cancelled by Customer only in accordance with Section 12.1, and such cancellation will take effect at the end of the then-current billing period. If Customer terminates for Provider's material breach in accordance with this Agreement, Provider will refund any prepaid Subscription Fees for the affected Services not yet delivered as of the effective date of termination.

6.3 Disputed Payments. Provider uses third-party payment processors (currently Stripe, Inc. and its affiliates) to process payments for the Services. Customer's use of such payment processors is subject to the applicable processor's terms, conditions, and privacy policies. Provider does not store full payment card numbers or card security codes (CVV/CVC) within the Services and relies on its payment processors to handle such information securely

7. TAXES

7.1 Applicability of Taxes. All fees and charges under this Agreement are exclusive of applicable taxes, levies, duties, or similar governmental charges, such as value-added tax (VAT), sales tax, goods and service tax, or use tax (collectively, **Taxes**), which shall be paid by the Customer at the rate and in the manner prescribed by law.

7.2 Taxes Collected by Provider. If the Provider is legally required to collect Taxes on behalf of a taxing authority, these Taxes will be itemized on the invoice provided to the Customer. Customer agrees to pay the invoiced Taxes unless it provides the Provider with a valid tax exemption certificate authorized by the appropriate taxing authority by the invoice payment due date.

8. WARRANTIES

8.1. Provider Warranties. The Provider warrants that:



- (a) the Services will perform in substantial conformity with the applicable Documentation;
- (b) any Support Services and Add-On Services (if applicable) will be provided with reasonable care and skill;
- (c) the Provider will take reasonable steps to keep the Services free from viruses, malware, or other harmful code.

8.2 Sanctions and Export Controls. Customer shall not (and shall procure that Authorized Users shall not):

- (a) export, re-export, or transfer the Services (i) in violation of any applicable export control laws or regulations, sanctions, embargoes, restrictive state lists or measures; or (ii) to any embargoed country; or
- (b) permit access to or use of the Services by an organization or individual identified on any government denied-party list or owned 50% or more by an organization or individual on a denied-party list.

8.3 Mutual Warranties and Representations

8.3.1 Each Party warrants that it will comply with all applicable laws in performing its obligations or exercising its rights in this Agreement and represents that it:

- (a) has the legal power and authority to enter into this Agreement;
- (b) is duly organized, validly existing, and in good standing under applicable laws; and
- (c) has all rights necessary to meet its obligations under this Agreement.

8.3.2 For the avoidance of doubt, the Provider makes no warranty that the Customer's use of the Services will comply with the Customer's legal obligations, which the Customer is solely responsible for determining.

8.4 Limitation of Warranties. The Provider's warranties shall not apply if any loss or damage arises from:

- (a) using or causing the Services to be used in a way that is outside the scope of this Agreement and accompanying Documentation;
- (b) unauthorized modifications or alterations to the Services, whether directly or materially caused by the Customer;
- (c) negligence, misuse, or omission by the Customer that results in or amounts to a breach of its obligations under this Agreement;
- (d) delays, delivery failures, or any other loss or damage resulting from the transfer of data over third-party communications networks and facilities, including the internet; or
- (e) the Customer's failure to determine its compliance with applicable laws in its use of the Services.



8.5 Remedies

8.5.1 If the Customer notifies the Provider in writing of a breach of the warranties, the Provider will, within 30 days of notification, at its discretion (acting reasonably) and expense:

- (a) repair or replace the non-conforming Services or re-perform the Support Services or Add-On Services (if applicable); or
- (b) if repair, replacement, or reperformance is not feasible, terminate the affected Services and provide a pro-rata refund for any unused fees paid by the Customer.

8.5.2 These remedies are the Customer's sole and exclusive remedies for breach of warranties.

8.6. Disclaimers

8.6.1 To the maximum extent permitted by law, the Provider disclaims all warranties not expressly stated in this Agreement, including but not limited to implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation.

8.6.2 Except as expressly provided, all Services, support, and materials are provided on an "as is" and "as available" basis. The Provider makes no warranty that the Services, Documentation, or that results of use will:

- (a) meet the Customer's or any third party's requirements;
- (b) operate without interruption;
- (c) achieve any intended result;
- (d) be error-free; or
- (e) be compatible or work with Customer components.

Changes to or unavailability of Customer components, connections, or environments during the Agreement Term do not alter the Customer's obligations under this Agreement.

9. LIMITATION OF LIABILITY

9.1 Liability Cap. Unless otherwise agreed in the Key Terms, each Party's total aggregate liability arising under or in connection with this Agreement shall not exceed fees paid or payable in the 12-month period immediately preceding the first event giving rise to a claim (**Liability Cap**).



9.2 Liability Exemption. Neither Party will be liable for (a) any indirect, special, or consequential damages; or (b) whether incurred directly or indirectly, any loss of profits, revenue or goodwill, anticipated savings, or wasted expenditure (and even if advised of the possibility of such losses).

9.3 Exclusions from Liability Cap

9.3.1 The limitations and exclusions of liability set forth in this Agreement do not apply to:

- (a) amounts due and payable by the Customer for the Services under this Agreement;
- (b) the indemnification obligations in Section 10;
- (c) violation of a Party's or its Affiliates' intellectual property rights;
- (d) fraud or wilful misconduct; or
- (e) any other liability that cannot be excluded or limited under applicable law.

9.4 Applicability of Limitations and Exclusions. The limitations and exclusions in this Section 9 shall apply regardless of the legal basis of the claim, including contract, tort (including negligence), statute, strict liability, or any other legal theory.

10. INDEMNITIES

10.1 Indemnity by the Provider

10.1.1 Subject to Section 9.3 (Exclusions from Liability Cap), the Provider agrees to defend any suit or action brought against Customer for any third-party claim that the Services directly infringe such third party's patent, copyright, or trademark, or misappropriates such third party's trade secret (**Infringement Claim**).

10.2 Exclusions and Limitations

The Provider shall have no liability or obligations under this Section 10 for any Infringement Claim to the extent that it results from:

- (a) modifications to the Services made by a party other than the Provider or a party under its direct control;
- (b) the combination, operation, or use of the Services with unauthorized third-party products, software, services, or materials;
- (c) use of the Services in breach of the Agreement; or
- (d) any Customer Content, designs, instructions, specifications, or similar materials provided by the Customer.

10.3 Remedies for Infringement. In the event of an Infringement Claim or Provider's reasonable belief that an Infringement Claim may arise, the Provider, at its option and expense, may:

- (a) procure the right for the Customer to continue using the Services in accordance with the Agreement; or
- (b) make modifications to or replace the Services so that they become non-infringing without incurring a material reduction in performance or functionality; or,
- (c) if (a) or (b) are not commercially feasible, terminate the Customer's right to use the infringing Services and refund the unused remainder of any prepaid Fees for those Services.

10.4 Indemnity by the Customer. Subject to Section 9.3 (Exclusions from Liability Cap), the Customer agrees to defend any suit or action brought against the Provider for any third-party claim that the Customer Content directly infringes such third party's patent, copyright, or trademark, or misappropriates such third party's trade secret, or violates applicable law.

10.5 Indemnification Procedure. The indemnifying Party shall not settle any claim in a manner that materially prejudices the indemnified Party without the indemnified Party's prior written consent. Each Party agrees to indemnify the other from any resulting costs related to such defence and damages finally awarded by a court of competent jurisdiction, provided that:

- (a) the indemnified Party promptly notifies the indemnifying Party in writing of the claim;
- (b) the indemnifying Party has sole control of the defence and all related settlement negotiations; and
- (c) the indemnified Party provides the indemnifying Party with the information, assistance, and authority necessary to fulfil its obligations under this Section 10.

10.6 Limitation. This Section 10 sets out the Parties' sole and exclusive remedies and their entire liability with respect to claims that are subject to indemnification under the Agreement.

11. CONFIDENTIALITY

11.1 Definition of Confidential Information Each Party may share confidential, proprietary, or sensitive information (**Confidential Information**) with the other in connection with this Agreement. Confidential Information does not include publicly available information obtained without breach of this Agreement or any information that:

- (a) was known by the receiving Party on a non-confidential basis before disclosure,
- (b) was lawfully obtained from a third party without confidentiality obligations, or
- (c) is independently developed without reference to or use of the disclosing Party's information.



11.2 Obligations Regarding Confidential Information. The receiving Party agrees to use Confidential Information solely for purposes of this Agreement, to protect it using at least the same level of care as it uses for its confidential information, and to limit the disclosure to its employees, contractors, or agents who need to know it to fulfil obligations under this Agreement and are bound by confidentiality obligations. The receiving Party may disclose Confidential Information if required by law, provided it promptly notifies the disclosing Party (if permitted) and cooperates to minimise the disclosure. Upon termination of this Agreement, the receiving Party will, upon written request, destroy or return Confidential Information, except as required for legal or regulatory purposes or archival practices.

12. TERM AND TERMINATION

12.1 Term. This Agreement commences on the Agreement Start Date and remains in effect until terminated in accordance with this Section 12 (the "Agreement Term"). Unless otherwise specified in the Key Terms, Customer's subscription to the Services will begin on the date Customer first subscribes within the Services and will continue on a recurring basis (monthly or annually, as selected by Customer) until cancelled. Customer may cancel its subscription at any time through the account settings within the Services, in which case cancellation will be effective at the end of the then-current billing period. Provider may terminate this Agreement or any subscription in accordance with the termination rights in this Section 12.

12.2 Termination Rights. Either Party may terminate this Agreement immediately by giving written notice to the other Party if:

- (a) the other Party commits a material breach of this Agreement that is not remedied within 30 business days of receiving written notice specifying the breach and requiring it to be remedied;
- (b) the other Party engages in persistent breaches which, when taken together, can reasonably be considered to constitute a material breach and shall be subject to the remedy period set out in 12.2(a) above;
- (c) the other Party is unable to pay its debts when they fall due or admits inability to pay its debts, becomes insolvent, files for bankruptcy, or undergoes similar proceedings; or
- (d) the other Party's operational or business processes have demonstrably and substantially changed to the extent that it is no longer capable of meeting its obligations under this Agreement.

12.3 Actions on Termination. Upon termination of this Agreement, if requested by Customer during the Data Export Period, the Provider must return to the Customer (or otherwise make available functionality for the Customer to download) a copy of the Customer Content in a commonly used, machine-readable format. Following the conclusion of any applicable Data Export Period, the Provider will delete all Customer Content from its systems within the Data Deletion Period specified in the Key Terms unless retention is

required to comply with legal or regulatory obligations. The Provider will ensure that deletion is performed in a secure and industry-standard-compliant manner.

12.4 Suspension of Services

12.4.1 The Provider may suspend or limit the Customer's use of the Services under the following circumstances (**Suspension Triggers**):

- (a) **Overdue Payments:** Payments are overdue by 15 days or more.
- (b) **Illegal or Inappropriate Use:** The Provider becomes aware of, or has valid reason to believe, the Customer is engaging in unlawful use of the Services.
- (c) **Risk of Harm:** The Provider determines that the Customer's use may harm the Services, compromise the security of the Provider's systems or other customers, or infringe on third-party rights.
- (d) **Breach of Agreement:** The Customer's use of the Services breaches this Agreement, disrupts other customers or adversely impacts the performance of the Provider's systems.

12.4.2 In the event of a Suspension Trigger, the Provider may take actions including immediate suspension in emergencies or within 30 days for other triggers. The Provider will notify the Customer in writing (where permitted by law) and may modify, suspend, or deactivate the Services to address the issue or comply with this Agreement and applicable laws.

12.4.3 If the Customer is subject to an investigation for alleged illegal or inappropriate use of the Services, they must cooperate with the Provider. Failure to cooperate or resolve the issue within a reasonable timeframe may result in immediate suspension or termination of access to the Services.

12.4.4 The Provider will take reasonable steps to mitigate and minimise the duration of any suspension. Access to the Services will be restored promptly once the underlying issue is resolved to the Provider's reasonable satisfaction.

13. GENERAL TERMS

13.1 Notices. Formal notices under this Agreement must be in writing and sent to the email or postal addresses on the Agreement's Cover Page as may be updated by a Party to the other in writing.

13.2 Third parties. Only Parties to this Agreement have the right to enforce any of its terms.

13.3 No Partnership. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, joint venture, agency, fiduciary relationship, or other form of legal association between the Parties. Neither Party shall have any authority to bind or obligate the other Party in any manner unless expressly agreed in writing.



13.4 Amendments. Any amendments to this Agreement must be agreed in writing and in accordance with any change management procedures outlined in the Key Terms or Supplemental Documentation, if any.

13.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, except (a) to an Affiliate, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. Any assignment made in violation of this Section will be null and void.

13.6 Waiver. If a Party fails to enforce a right under this Agreement, that will not be deemed a waiver of that right at any time.

13.7 Counterparts. This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with, the Governing Law as outlined in the Key Terms, disregarding its conflict of laws and jurisdiction provisions.

13.9 Dispute Resolution. Any dispute arising in connection with this Agreement must be resolved by the Dispute Resolution Method as outlined in the Key Terms.

13.10 Force Majeure. Neither Party will be considered in breach of this Agreement if a delay in meeting their obligations is caused by something beyond their reasonable control. This includes, but is not limited to, strikes, industrial disputes, utility or transport failures, natural disasters, war, riots, vandalism, compliance with laws or government orders, terrorist acts, internet or communication network failures, cyberattacks, fires, floods, or storms. The affected Party must inform the other Party as soon as possible and resume their obligations as soon as the issue is resolved.

13.11 Entire Agreement. This Agreement, including its appendices and other documents that are referenced throughout the Agreement, constitutes the entire agreement between the Parties and replaces any pre-contractual agreements, warranties, conditions, duties and obligations that the Parties have agreed to during their negotiations.

13.12 Severability. If any provision in this Agreement is determined to be unenforceable, invalid, frustrated, or otherwise beyond the scope permitted by law, the remainder of the Agreement shall remain operative.

13.13 Survival. The rights and obligations of the Parties under this Agreement that by their nature or context are intended to survive termination or expiration of this Agreement will remain in effect, including but not limited to Sections related to Fees, Confidentiality,



Intellectual Property, Indemnification, Limitation of Liability, Governing Law, and Dispute Resolution.