CAI ShopVue
Materials Traceability

CAI RADLEY MATERIALS TRACEABILITY
MASTER SERVICES AGREEMENT

Last Updated: October 12, 2026

This Master Services Agreement (the "**Agreement**") governs CAI Software's Radley Materials Traceability software and related services purchased by the customer identified in an order form executed by the parties (each, an "**Order Form**") ("**Customer**") from the CAI Software entity identified in that Order Form ("**Company**"). Each Order Form incorporates this Agreement by reference and identifies its applicable effective date. The version of this Agreement applicable to each Order Form is determined under Section 13.14.

1. LICENSE; TERM; USE OF THE PRODUCTS

1.1 License and Term. Subject to Customer's payment of applicable fees and compliance with this Agreement, Company grants Customer a non-exclusive, non-transferable (except as otherwise permitted herein), limited right to use the Radley Materials Traceability software and related products identified in the applicable Order Form (the "**Products**") for Customer's internal business purposes during the term specified in that Order Form. Related professional services are governed by this Agreement and the applicable Order Form or statement of work but are not licensed Products. Customer may permit its Affiliates to use the Products as described in Section 1.3, provided Customer remains responsible for their compliance. Unauthorized reverse engineering, sublicensing, or distribution constitutes a material breach subject to Section 6.

1.2 Renewal. Unless an Order Form expressly provides otherwise, each Order Form automatically renews for successive twelve (12) month terms following its initial term unless either party gives the other written notice of nonrenewal at least one hundred twenty (120) days before expiration of the then-current term of that Order Form. Expiration or nonrenewal of one Order Form does not, by itself, terminate any other Order Form.

1.3 Entity Restriction. Only Customer and its Affiliates may use or receive the benefit of the Products. For purposes of this Agreement, "**Affiliate**" means any legal entity that is directly or indirectly more than fifty percent (50%) owned by Customer or Customer's parent company. Customer shall be responsible for its Affiliates' compliance with this Agreement.

1.4 Customer Restrictions. Customer shall not, directly or indirectly: (a) use the Products or any component thereof to provide products or services to third parties, except as expressly authorized in an applicable Order Form; (b) sell, assign, sublicense, pledge, or otherwise transfer its license or any rights under this Agreement, except as expressly permitted herein; (c) copy, reproduce, modify, adapt, or create derivative works of the Products, except as expressly authorized by Company in writing; (d) reverse engineer, decompile, or disassemble the Products, except to the extent such restriction is prohibited by applicable law; (e) distribute, resell, or otherwise make the Products available to third parties, whether for a fee or otherwise; (f) remove, alter, or obscure any proprietary notices or restrictive legends contained in the Products; (g) use automated tools or processes to monitor, frame, copy, or reproduce the Products or any component thereof, except as expressly authorized by Company; (h) access or use the Products to develop a competing product or service or copy any features, functions, or graphics of the Products; or (i) make any portion of the Products, including software or documentation, available for use by unauthorized third parties.

1.5 Product Modifications and Customizations. Company may, upon Customer's request and for fees mutually agreed upon in writing, make changes, modifications, customizations, or improvements to the Products, or arrange for such work to be performed by one of Company's certified partners. Additional annual support fees may apply to such changes, modifications, customizations, or improvements, as specified in the applicable Order Form or otherwise agreed upon in writing by the parties. Any such changes, modifications, customizations, improvements, and derivatives thereof shall be the exclusive property of Company.

2. ACCESS TO THE PRODUCT

2.1 Product Access. Except for Company-hosted Products, Customer shall install and maintain a dedicated broadband Internet connection to Customer's internal application servers and provide Company with reasonable access to such servers as necessary for the installation, configuration, troubleshooting, assessment, maintenance, support, and removal of the

Products. Such connection shall have a static IP configuration to facilitate access by Company personnel. Customer shall maintain such connectivity and access during the applicable Order Form term and, following its expiration or termination, for such additional period as is reasonably necessary to complete any required removal or deinstallation of the affected Products.

2.2 Product Access Changes. Customer shall notify Company at least forty-eight (48) hours in advance of any planned changes to the connection or access arrangements described in Section 2.1 that may affect Company's ability to access or support the Products. If advance notice is not reasonably practicable, Customer shall notify Company as soon as reasonably practicable. Customer shall be responsible for all costs associated with the installation, maintenance, and use of such connection.

2.3 Support Expectations. Customer shall provide Company with reasonable access to its systems, personnel, and other information necessary to investigate, reproduce, diagnose, test, and resolve issues relating to the Products. Customer acknowledges that Company's ability to provide support may depend upon Customer's timely cooperation and provision of the access and information reasonably requested by Company.

3. FEES AND PAYMENT TERMS

3.1 License Fees. Customer shall pay the license, subscription, and other fees specified in each applicable Order Form. Any agreed changes to licensed users, Products, or fees shall be documented in an additional or amended Order Form. Company may change fees or payment terms for a renewal term upon prior written notice, subject to any pricing commitments in the applicable Order Form. Any increase in licensed users may result in a prorated adjustment to the applicable fees.

3.2 Professional Services Fees. Customer shall pay Company the professional services fees and rates specified in the applicable Order Form or mutually agreed written statement of work. Customer shall reimburse reasonable travel, accommodation, and meal expenses associated with professional services, as agreed in the applicable Order Form or statement of work.

3.3 Payment Terms. Customer shall remit all fees due to Company within thirty (30) days of receipt of an invoice. Except as expressly provided in this Agreement or the applicable Order Form, all fees are nonrefundable.

3.4 Late Payment Terms. Upon prior written notice, any amounts not paid within thirty (30) days after the invoice due date will incur a charge equal to the lesser of (i) 1.5% per month or (ii) the maximum amount permitted by law. The charge will accrue from the due date on a daily basis until payment of all outstanding amounts is made in full. If Customer fails to pay amounts when due, Company may exercise its rights under Section 6, subject to any applicable notice and cure requirements.

3.5 Service Commitment. For each Order Form, Customer commits to purchase and pay for the Products for the term stated in that Order Form (the "**Service Commitment Period**"). Each Order Form has its own Service Commitment Period.

3.5.1 Termination of Service. Customer may not terminate an Order Form for convenience during its Service Commitment Period unless expressly permitted in that Order Form. If Customer terminates or purports to cancel an Order Form before the expiration of its Service Commitment Period without a contractual right to do so, Customer shall remain responsible for all accrued and unpaid fees, together with the recurring fees that would otherwise have become payable for the remainder of the Service Commitment Period, without duplication. This obligation shall not apply where Customer terminates the applicable Order Form for Company's uncured material breach under Section 6.1 or pursuant to Section 6.3. Any amounts payable under this Section shall relate only to the affected Order Form.

3.5.2 Additional Service(s). Customer may add Products, users, or services by executing an additional or amended Order Form. Any additional purchase will be subject to the fees and Service Commitment Period specified in that Order Form and will not alter the term or commitment under any other Order Form unless expressly stated in writing. A subsequent reduction in usage will not reduce committed fees during the applicable Service Commitment Period unless otherwise agreed in writing.

4. TECHNICAL SUPPORT

4.1 Subject to the terms of this Agreement and payment of the applicable fees, Customer shall have access to Technical Support for Products covered by an active Order Form during the term of that Order Form, including any renewal term.

4.2 Company shall have adequate technical personnel available at a minimum from 8:30 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding major holidays, to provide assistance to Customer's personnel in the operation of the Products.

5. USE OF THE PRODUCTS

5.1 **Acceptable Use.** Customer shall use the Products only for lawful purposes, for its internal business operations, and in accordance with this Agreement. Customer shall not use the Products in any manner that (a) violates applicable law or the rights of any third party; (b) compromises the security, integrity, or operation of the Products or Company's systems or networks; or (c) interferes with or disrupts the Products or Company's systems or networks. The license restrictions set forth in Section 1.4 shall also apply to Customer's use of the Products.

5.2 **Malicious Code.** Customer shall not introduce or permit the introduction of viruses, worms, Trojan horses, time bombs, or other malicious code or mechanisms designed to disable, damage, disrupt, or otherwise adversely affect the Products or Company's systems or networks.

5.3 **Customer Content and Compliance.** For purposes of this Agreement, "**Customer Content**" means any application, material, data, software, or product placed on or within the Products by or through Customer. Customer is solely responsible for its Customer Content and for ensuring that such Customer Content and its use of the Products comply with this Agreement and applicable law. Company may utilize reasonable technical measures, including license verification and deployment monitoring, to verify Customer's authorized use of the Products and prevent unauthorized use.

5.4 **Noncompliant Customer Content.** If Customer becomes aware that any Customer Content violates this Agreement, Customer shall promptly cease the offending use and remove or disable the noncompliant Customer Content. If Company identifies Customer Content that violates this Agreement, Company may notify Customer and require Customer to take appropriate corrective action. If Customer fails to take such corrective action within twenty-four (24) hours following Company's notice, Company may, to the extent technically feasible, disable access to the affected Customer Content until the violation is remedied. Customer's failure to comply with this Section shall constitute a material breach of this Agreement, subject to the termination provisions of Section 6.

5.5 **Suspension for Security Reasons.** Company may suspend Customer's access to or use of the affected Products, in whole or in part and to the extent technically feasible, if Company reasonably determines that such suspension is necessary to (a) prevent or address a security threat to the Products or Company's systems or networks; (b) prevent unauthorized access to or use of the Products; or (c) prevent material harm to Company, its customers, or third parties. Company will limit the scope and duration of the suspension to what is reasonably necessary to address the circumstances giving rise to it, provide Customer with notice as soon as reasonably practicable, and use commercially reasonable efforts to restore access once those circumstances have been resolved.

6. TERMINATION AND SUSPENSION OF PRODUCTS USE

6.1 **Termination for Cause.** Either party may terminate an affected Order Form if the other party materially breaches this Agreement or that Order Form and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. If the material breach affects this Agreement generally or substantially affects multiple Order Forms, the non-breaching party may terminate this Agreement and all affected Order Forms following the same notice and cure period. Either party may also terminate this Agreement or an affected Order Form upon written notice if the other party (a) ceases substantially all of its business operations; (b) becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to receivership or similar proceedings; or (c) becomes subject to bankruptcy or insolvency proceedings that are not dismissed within sixty (60) days, to the extent termination is permitted by applicable law.

6.2 **Effect of Expiration or Termination.** Upon expiration or termination of an Order Form, Customer's right to use the Products covered by that Order Form shall cease, and Customer shall discontinue use of and remove the affected Products

from its systems, as applicable, and return or destroy Company materials in its possession, except as otherwise required by applicable law. For Company-hosted Products, Customer may request an export of its Customer Content within thirty (30) days following expiration or termination of the applicable Order Form, to the extent such Customer Content remains available and export is technically supported. Company may charge reasonable fees for post-termination assistance. For Customer-hosted Products, Customer remains responsible for maintaining and backing up its own data. Following the applicable thirty (30) day period, Company may delete Customer Content in its possession, subject to applicable law and any agreed data processing terms. Expiration or termination shall not relieve either party of obligations accrued before the effective date of expiration or termination or obligations that expressly or by their nature survive. Termination of one Order Form shall not, by itself, terminate any other Order Form. If no Order Forms remain in effect, this Agreement shall terminate, subject to its surviving provisions.

6.3 **Changes in Law.** If any change in applicable law, regulation, or binding governmental requirement materially affects Company's ability to provide the Products or either party's ability to perform its obligations under this Agreement or an applicable Order Form, Company may notify Customer and request that the parties negotiate in good faith any modifications reasonably necessary to address such change. If the parties are unable to agree upon appropriate modifications within thirty (30) days after such notice, either party may terminate the affected Order Form upon written notice. If the change materially affects the Agreement as a whole, either party may terminate this Agreement upon written notice.

6.4 **Suspension or Termination for Unlawful Use.** Company may immediately suspend Customer's access to or use of the affected Products, to the extent technically feasible, if Company reasonably determines that Customer's use of the Products violates applicable law or presents a material risk of harm to Company, the Products, or third parties. Company shall provide notice as soon as reasonably practicable. Company may terminate the affected Order Form or this Agreement for such violation in accordance with Section 6.1, except where continued performance would violate applicable law or expose Company to material legal liability, in which case Company may terminate immediately upon written notice.

6.5 **Survival.** Sections 3 (to the extent of accrued or continuing payment obligations), 6.2, 7, 8, 9, 11, 12, and 13, together with any other provisions that expressly or by their nature are intended to survive, shall survive expiration or termination of this Agreement or any Order Form

7. PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

7.1 **Ownership of Products.** As between Company and Customer, Company retains all right, title, and interest in and to the Products, related documentation, updates, enhancements, improvements, modifications, customizations, and derivative works thereof, including all associated intellectual property rights, excluding third-party and open-source components. Except for the limited rights expressly granted under this Agreement, no rights or licenses to Company's intellectual property are granted to Customer, whether by implication, estoppel, or otherwise. Company reserves all rights not expressly granted herein.

7.2 **Customer Content and Materials.** Customer retains all right, title, and interest in and to its Customer Content and pre-existing materials. Customer grants Company a non-exclusive right to use such Customer Content and materials solely as reasonably necessary to provide, maintain, and support the Products, perform services, and fulfill Company's obligations under this Agreement. Nothing in this Agreement transfers ownership of Customer Content or Customer's pre-existing materials to Company.

7.3 **Protection of Proprietary Information.** The Products and related software, documentation, and technical information constitute Company's confidential and proprietary information and shall be protected in accordance with Section 8. Customer shall take reasonable measures to prevent unauthorized access to or disclosure of such information and shall restrict access to its employees, Affiliates, and authorized third-party contractors, consultants, and integrators who have a legitimate business need for such access in connection with Customer's permitted use of the Products and are subject to confidentiality obligations at least as protective as those set forth in this Agreement. Customer shall not permit any third party that develops or provides software products competitive with the Products to access the Products, related software, or proprietary technical information without Company's prior written consent. Customer shall be responsible for any breach of this Agreement by persons to whom Customer grants access.

7.4 **Unauthorized Third-Party Access.** Customer shall promptly notify Company upon becoming aware of any unauthorized third-party access to the Products, related software, or Company's proprietary technical information. Customer shall provide reasonably available information regarding the nature and scope of such access, including the identity of the third party, the dates and extent of access, and any modifications made to the Products, and shall reasonably cooperate with Company in investigating and addressing such access.

8. MUTUAL CONFIDENTIALITY

8.1 **Definition of Confidential Information.** "**Confidential Information**" means all non-public information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally, in writing, electronically, or otherwise, before or after the effective date of the applicable Order Form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Company's Confidential Information includes the Products and their components, related software, documentation, and technical information. Customer's Confidential Information includes Customer Content. Confidential Information of each party also includes the terms of this Agreement and all Order Forms, as well as business and marketing plans, technology, product plans and designs, and business processes disclosed by that party.

8.2 **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was lawfully known to the Receiving Party without restriction on disclosure before receipt from the Disclosing Party; (c) is lawfully received from a third party without breach of any confidentiality obligation; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

8.3 **Protection and Permitted Disclosure.** The Receiving Party shall protect the Disclosing Party's Confidential Information using at least reasonable care and no less than the degree of care it uses to protect its own similar confidential information. The Receiving Party shall use Confidential Information only as necessary to perform its obligations or exercise its rights under this Agreement and shall disclose it only to its employees, Affiliates, contractors, consultants, agents, and professional advisers who have a legitimate need to know and are subject to confidentiality obligations or professional duties at least as protective as those set forth herein. The Receiving Party shall be responsible for its representatives' compliance with this Section. If disclosure is required by applicable law, regulation, or legal process, the Receiving Party may disclose only the portion of Confidential Information legally required to be disclosed and, to the extent legally permitted, shall provide the Disclosing Party with prompt prior notice and reasonable cooperation in seeking confidential treatment or other appropriate protection. Customer's use and disclosure of Company's proprietary materials remain subject to Section 7.

9. WARRANTIES, REMEDIES, AND LIMITATION OF LIABILITY

9.1 **Limited Warranty.** During the applicable Order Form term, Company warrants that the Products will perform substantially in accordance with Company's then-applicable documentation in all material respects when used as authorized and in accordance with such documentation. Company further warrants that professional services will be performed in a professional and workmanlike manner. Customer shall promptly notify Company in writing of any claimed nonconformity with reasonable detail. Company will use commercially reasonable efforts to correct any reproducible Product nonconformity or reperform nonconforming professional services. If Company is unable to materially cure a nonconformity within thirty (30) days after receipt of written notice, Customer may terminate the materially affected Product or services under the applicable Order Form and receive a prorated refund of prepaid fees for the terminated Product attributable to the unused portion of the applicable term or a refund of fees paid for nonconforming professional services that Company has not remedied. This Section states Customer's sole and exclusive remedies for breach of the warranties in this Section.

9.2 **Third-Party Products and Services.** Company is not responsible for third-party technology, software, applications, products, or services independently procured or contracted for by Customer, even if such third parties are certified or recommended by Company. Any warranties, support obligations, or other commitments relating to such third-party products or services are solely between Customer and the applicable third-party provider. Unless expressly agreed

otherwise in writing, Company has no obligation to maintain or support such third-party products or services.

9.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY PROVIDES THE PRODUCTS AND SERVICES WITHOUT ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. COMPANY DOES NOT WARRANT THAT THE PRODUCTS WILL OPERATE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED. THIRD-PARTY PRODUCTS PROVIDED BY COMPANY ARE PROVIDED "AS IS," EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY AGREED IN WRITING.

9.4 Exclusion of Certain Damages. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNLAWFUL DISCLOSURE OF INTELLECTUAL PROPERTY; OR (B) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF USE, LOSS OR CORRUPTION OF DATA, OR FAILURE OF SECURITY MECHANISMS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.5 Limitation of Liability. EXCEPT FOR (A) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR UNLAWFUL DISCLOSURE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY; (B) CUSTOMER'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12.1; OR (C) CUSTOMER'S OBLIGATION TO PAY FEES PROPERLY DUE UNDER THIS AGREEMENT OR ANY ORDER FORM, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY ORDER FORM SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER FORM GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; PROVIDED THAT, IF THE EVENT OCCURS BEFORE TWELVE (12) MONTHS HAVE ELAPSED UNDER THE APPLICABLE ORDER FORM, THE LIMIT SHALL BE THE FEES PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTHS OF THAT ORDER FORM. MULTIPLE CLAIMS SHALL NOT INCREASE THIS LIMIT.

10. WARRANTY EXCLUSIONS

10.1 Warranty Exclusions. The warranties in Section 9.1 shall not apply to the extent any claimed nonconformity results from unauthorized modifications, misuse, operation contrary to Company's documentation, Customer's systems or infrastructure, or third-party products or services not supplied by Company.

11. THIRD-PARTY DISRUPTIONS

11.1 Third-Party Disruptions. Company shall not be responsible for interruptions, failures, or disruptions of internet connectivity, telecommunications networks, or other third-party systems or services outside Company's reasonable control, except to the extent directly caused by Company's acts or omissions.

12. INDEMNIFICATION

12.1 Customer Indemnification. Customer shall defend Company against any third-party claim arising out of or relating to (a) Customer's violation of applicable law; (b) Customer Content or products or services provided by Customer in connection with its business; or (c) Customer's unauthorized use, modification, or distribution of the Products, in each case to the extent arising from Customer's acts or omissions. Customer shall indemnify Company against damages and reasonable attorneys' fees finally awarded against Company or agreed to in a settlement approved by Customer. Company shall promptly notify Customer of any such claim, reasonably cooperate in the defense at Customer's expense, and permit Customer to control the defense and settlement. Customer shall not agree to any settlement that admits wrongdoing by Company, imposes non-monetary obligations on Company, or fails to fully release Company without Company's prior written consent, not to be unreasonably withheld. Company may participate in the defense through counsel of its choice at its own expense.

12.2 Company Indemnification. Company shall defend Customer against any third-party claim alleging that the Products, as provided by Company and used in accordance with this Agreement, infringe a United States patent or copyright, or misappropriate a trade secret right, and shall indemnify Customer against damages and reasonable attorneys'

fees finally awarded against Customer or agreed to in a settlement approved by Company. Customer shall promptly notify Company of any such claim, reasonably cooperate in the defense at Company's expense, and permit Company to control the defense and settlement. Company shall not agree to any settlement that admits wrongdoing by Customer, imposes non-monetary obligations on Customer, or fails to fully release Customer without Customer's prior written consent, not to be unreasonably withheld. Customer may participate in the defense through counsel of its choice at its own expense.

12.3 Infringement Remedies. If the Products become, or in Company's reasonable opinion are likely to become, the subject of an infringement claim covered by Section 12.2, Company may, at its option and expense: (a) procure for Customer the right to continue using the affected Products; (b) replace or modify the affected Products so that they become non-infringing without materially reducing their functionality; or (c) terminate the affected Order Form or portion thereof upon thirty (30) days' written notice and refund any prepaid fees attributable to the affected Products for the unused portion of the then-current term.

12.4 Exclusions. Company's obligations under Sections 12.2 and 12.3 shall not apply to the extent a claim arises from: (a) use of the Products in violation of this Agreement or applicable documentation; (b) modifications to the Products not made or authorized by Company; (c) combination of the Products with products, services, or technology not provided or authorized by Company, where the claim would not have arisen but for such combination; (d) products or services developed in accordance with Customer-provided specifications, designs, or instructions; or (e) third-party or open-source components not developed by Company.

12.5 Exclusive Remedy. THIS SECTION 12 SETS FORTH COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS THAT THE PRODUCTS OR THEIR USE INFRINGE OR MISAPPROPRIATE THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

13. ADDITIONAL PROVISIONS

13.1 Customer Information. Customer shall provide Company with accurate and complete information in connection with each Order Form, including Customer's legal name, address, contact information, and billing information ("**Order Information**"). Customer shall promptly update its Order Information and provide other information reasonably required by Company to administer Customer's account and provide the Products.

13.2 Taxes. Fees are exclusive of applicable sales, use, value-added, goods and services, withholding, and similar taxes, duties, tariffs, and governmental charges arising from Customer's purchase or use of the Products or services, excluding taxes based on Company's net income. Customer shall be responsible for such amounts. If Customer is required by law to withhold taxes from a payment, Customer shall increase the payment so that Company receives the amount it would have received absent such withholding, except to the extent prohibited by applicable law.

13.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign its rights and obligations under this Agreement upon written notice to the other Party: (a) to a subsidiary, parent, or Affiliate; (b) in connection with a sale or transfer of all or substantially all of its assets; or (c) pursuant to a financing, merger, or reorganization, provided that the assignee assumes the assigning Party's obligations under this Agreement and is capable of performing them. Any attempted assignment in violation of this Section shall be void.

13.4 Independent Contractors. The parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, agency, franchise, or employment relationship between them, and neither party may bind the other. Company may provide similar products and services to other customers.

13.5 Compliance with Laws. Each party shall comply with applicable laws in performing its obligations under this Agreement. Customer shall comply with applicable export control and economic sanctions laws in its access to and use of the Products and shall not export, re-export, or make the Products available in violation of such laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

13.6 Governing Law and Jurisdiction. This Agreement and all disputes arising out of or relating to it or any Order Form shall be governed by the laws of the State of Delaware, without regard to conflict-of-laws principles. The parties irrevocably submit to the exclusive jurisdiction of the state courts located in New Castle County, Delaware, and the United States

District Court for the District of Delaware, and waive objections to venue in those courts.

13.7 Statute of Limitations. To the extent permitted by applicable law, any claim or cause of action arising out of or relating to this Agreement or Customer's use of the Products must be commenced within one (1) year after the claim or cause of action arose, regardless of when it was discovered, or such claim shall be barred.

13.8 Attorneys' Fees. In any action or proceeding to enforce this Agreement or an Order Form, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party, in addition to any other relief awarded.

13.9 Force Majeure. Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent caused by circumstances beyond its reasonable control ("**Force Majeure Event**"), including acts of God, fire, flood, pandemic, natural catastrophe, governmental actions, national emergency, riot, terrorism, war, labor disputes, or third-party damage to telecommunications infrastructure, provided the affected Party was not negligent in causing the event. This Section shall not excuse Customer's obligation to pay fees due under this Agreement.

13.10 Course of Dealing. No course of dealing, course of performance, or trade usage shall modify or supplement the terms of this Agreement.

13.11 Severability. If any provision of this Agreement is held invalid or unenforceable, it shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in full force and effect.

13.12 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver must be in writing and shall apply only to the specific instance for which it is given.

13.13 Publicity. Neither party may issue a press release or make a public announcement identifying the other party or describing the parties' contractual relationship without the other party's prior written consent, except as required by applicable law.

13.14 Amendments; Updates to Online Terms. Company may publish updated versions of this Agreement at any time. Updated terms shall become effective on the effective date stated in the posted version. Company shall provide reasonable notice of material changes to affected Customers. During the then-current term of an Order Form, updates shall apply only to the extent they do not materially diminish Customer's rights or materially increase Customer's obligations, unless required by applicable law or expressly agreed by the parties. Upon renewal of an Order Form, the version of this Agreement in effect at the commencement of the renewal term shall apply unless that Order Form expressly provides otherwise. Each new Order Form shall be governed by the version of this Agreement in effect when that Order Form becomes effective, unless otherwise expressly agreed in writing. Company shall maintain an archive sufficient to identify the applicable versions. Except as provided in this Section, amendments must be in writing and signed by authorized representatives of both parties.

13.15 Entire Agreement; Order Forms; Order of Precedence. This Agreement, the applicable Order Forms, and any expressly incorporated statements of work or schedules constitute the entire agreement between the parties concerning the Products and services purchased and supersede all prior or contemporaneous agreements and understandings concerning the same subject matter. Each Order Form is governed by the applicable version of this Agreement as determined under Section 13.14. In the event of a conflict, this Agreement shall control unless an Order Form expressly identifies the provision being overridden and is signed by authorized representatives of both parties. Additional or conflicting terms in Customer purchase orders, acknowledgments, or other procurement documents shall have no effect, notwithstanding Company's acceptance of or reference to such documents. An Order Form shall not modify another Order Form unless expressly agreed in writing.

13.16 Authority. Each party represents that the individual executing an Order Form on its behalf has authority to bind that party to the Order Form and this Agreement.

13.17 Equitable Relief. Each party acknowledges that unauthorized use or disclosure of the other party's Confidential Information or infringement or misappropriation of its intellectual property rights may cause irreparable harm for which monetary damages may be inadequate. Accordingly, the affected party may seek injunctive or other equitable relief, in

addition to any other remedies available at law or in equity, subject to applicable law.

13.18 Notices. All notices required or permitted under this Agreement must be in writing. Notices to Company must be sent by email to **legal@caisoft.com**. Notices to Customer may be sent by email to the email address designated in the applicable Order Form (or, if none is designated, Customer's primary business contact email address on file with Company), or by nationally recognized overnight courier or certified mail to Customer's address specified in the applicable Order Form. Either party may update its designated notice information by providing written notice to the other party in accordance with this Section. Notices sent by email shall be deemed received on the date sent, provided the sender does not receive an automated delivery failure notification. Notices sent by courier or certified mail shall be deemed received upon confirmed delivery or refusal of delivery. Notices received outside the recipient's normal business hours shall be deemed received on the next business day.