

TERMS AND CONDITIONS

These Terms and Conditions (“**Terms**”), together with the Service Proposal which is executed by the Client (the “**Proposal**” and collectively with the Terms, the “**Agreement**”), shall govern in all respects any services or goods (collectively the “**Deliverables**”) provided by the Patriot Consulting Technology Group LLC, a California limited liability company (“**Patriot**”) to the client identified in the Proposal, or if not so named, the client who purchased or received the Deliverables (the “**Client**”). Patriot and Client are hereinafter at times referred to singularly as a “**Party**” and collectively as the “**Parties**.”

1. **Definitions.** The terms defined in the Proposal or elsewhere in these Terms shall have the meaning ascribed to them where so defined. If there is any conflict in the definitions set forth in these Terms, and the definitions set forth in the Proposal, the defined terms in this Proposal shall control.

2. **The Deliverables.** Patriot agrees to provide, and Client agrees to purchase from Patriot, the Deliverables identified in the Proposal pursuant to the terms and conditions set forth in the Agreement. If there is any conflict between these Terms, on the one hand, and the Proposal, on the other, the Proposal shall control. The Deliverables shall not include (i) third-party AV and EDR technologies; and (ii) Microsoft Defender for Cloud and Azure ARC.

3. **Deliverables Requirements.** In order for Patriot to provide the Deliverables to Client, Client must (i) have a license for either Microsoft E5 or Microsoft E5 Security (each a “**Microsoft License**”), obtained at its own expense; (ii) permit Patriot to configure Client’s Microsoft Defender products; (iii) host and pay for Azure Consumption Costs, and (iv) configure Azure Log Analytics Workspace and Microsoft Sentinel prior to initiation of the Deliverables. Client is also solely responsible for paying Microsoft for all Sentinel and related charges including, but not limited to, Log Analytic storage, logic applications and long-term retention greater than ninety (90) days. Data retention greater than ninety (90) days is subject to an additional fee.

4. **Changes to the Deliverables.** If Client should require a change, addition, or any other alteration to the Deliverables after the Proposal has been executed (a “**Change(s)**”), Client shall provide Patriot with a detailed description of the requested Change in writing (a “**Change Request**”). Patriot shall have five (5) days from receipt of the Change Request to provide Client with a revised Proposal reflecting the additional fees, costs, installations, configurations and/or other applicable requirements necessary to fulfill a Change Request (“**Revised Proposal**”). Client shall have five (5) days from Patriot’s transmission of the Revised Proposal to sign and return the Revised Proposal to Patriot. Should Client fail to accept the Revised Proposal within said time frame, or if Client rejects or changes any portion of the Revised Proposal, Patriot shall have the right, but no obligation, to proceed with the fulfillment of the Proposal, and Client shall remain obligated to pay to Patriot the amounts set forth in the Proposal as previously agreed upon. Each Revised Proposal duly authorized in writing and executed by the Parties shall be deemed subject to the terms and conditions of the Agreement, unless otherwise amended by the Parties as permitted hereunder, and each such Revised Proposal shall constitute a formal amendment to the Agreement. Patriot may suspend the provision of the Deliverables and shall have no obligation to provide any

portion of the Deliverables, upon receipt of a Change Request and until such time as a Revised Proposal has been executed or rejected by Client.

5. **Deliverables Fees.** Client shall pay to Patriot the fees set forth in the Appendix A of the Proposal (“**Service Fees**”).

5.1. **Payment of Service Fees.** Payment shall be made within thirty (30) days from the date of any invoice transmitted by Patriot (an “**Invoice**”), unless stated otherwise on the Proposal. The first Invoice will be sent to Client upon execution of the Proposal by the Parties. Client must pay all amounts by check or, if agreed by Patriot in advance, bank transfer to the account designated by Patriot, in each case without any deduction by way of set-off, counterclaim, discount, abatement or otherwise (except as expressly permitted by this Section 5). All Service Fees are quoted, and must be paid, in U.S. Dollars, and shall be paid in lump sum, or as otherwise specified in the Proposal. Service Fees are exclusive of applicable federal, state or local taxes.

5.2 **Late Payments.** If Client fails to make any payment or pay any Invoice according to its terms, or upon such credit terms as expressly agreed to in writing by Patriot, then, in addition to all other rights and remedies available to Patriot: (a) Patriot shall have the right to terminate the Agreement or suspend the Deliverables and further performance under the Agreement and any other agreements with Client; (b) Client shall be liable to Patriot for all reasonable costs of recovering the monies owed, including reasonable attorneys’ fees and costs; and (c) Patriot shall be under no obligation to perform any future Deliverables to Client.

5.3 **Overdue Fees.** Patriot shall charge Client interest (calculated on a daily basis) on any overdue payment from the date when such payment was due to the date of actual payment at the rate of ten percent (10%) per annum. If Client disputes all or a portion of any Invoice, Client shall notify Patriot within five (5) days of receipt of an Invoice and Client and Patriot shall negotiate in good faith to resolve the dispute. If Client fails to dispute an Invoice within the above time period, Client shall be deemed to have accepted the Deliverables rendered and waived any defect or performance issues associated therewith.

5.4 **Reactivation Fee.** If the Deliverables are halted by Client request or Client’s failure to timely pay Service Fees, and as a result performance of the Deliverables is suspended by Patriot, Client may be required to pay a reactivation fee to re-engage the Deliverables (“**Reactivation Fee**”). A Reactivation Fee shall be equal to the amount of five percent (5%) of the annual contract value.

5.5 **Payment Disputes.** If Client disputes all or any portion of any Invoice, or the Deliverables identified therein, Client shall notify Patriot in writing of said dispute within ten (10) days of the date of the Invoice. If Client fails to dispute an Invoice within the above time period, Client shall be deemed to have accepted the Deliverables rendered and waived any defect or performance issues associated therewith.

6. **Term.** The term of the Agreement (“**Term**”) shall be one (1) year from the date of execution of the Proposal by the Parties (the “**Effective Date**”). The Agreement will automatically renew for additional one (1) year periods, unless either Party gives the other Party written notice

of non-renewal of the Agreement at least thirty (30) days prior to the end of the current Term.

7. **Clients Duties.** In addition to those obligations, conditions, representations, and warranties set forth herein, Client hereby agrees: (i) to provide Patriot with all information necessary to perform the Deliverables in a timely manner; (ii) to refrain from making any representations, warranties, guaranties, indemnities, similar claims, or other commitments actually, apparently, or ostensibly on behalf of Patriot; (iii) not to engage in any misleading or deceptive practices whether through the medium of the Deliverables or otherwise; (iv) not to copy, decompile, modify, reverse engineer, or create derivative works out of any Confidential Information it receives hereunder; and/or (v) not to engage in any act or commission in violation of Applicable Laws. As used in the Agreement, “**Applicable Laws**” means and refers to any applicable federal, state, or local law, rule, regulation, prohibition or anything of the like, as applicable.

Client acknowledges and understands that Patriot’s ability to meet the obligations and/or schedule(s) set forth in the Proposal is dependent upon Client’s timely written or oral feedback, approvals, provision of information, or any other related collaboration from Client. In the event of delays by Client (or Client’s contractors or partners), which result in a material change to Patriot’s provision of the Deliverables, the Parties shall document any such changes in an addendum to the applicable Proposal.

8. **Access.** If access to Client’s (or any of Client’s affiliates’) computer systems or other equipment (collectively “**Systems**”) is required in order for Patriot to provide the Deliverables, Client shall grant Patriot the requisite access to the Systems to allow Patriot to provide the Deliverables, as well as allow Patriot to perform any obligations as required pursuant to the Agreement.

9. **Client’s Representations and Warranties.** Client hereby represents and warrants to Patriot the following:

9.1. **Authority.** Client has the full power and authority to enter into and perform the Agreement.

9.2. **Organization/Legality.** Client is duly incorporated, authorized and is in good standing under the laws of the state of its organization, and is duly authorized to do business in each other state in which Client does business.

9.3. **Compliance/Conflict.** There is no Applicable Law or any agreement to which Client is presently bound, or any pending or contemplated litigation to which Client is a party that would in any way affect Client’s ability to enter into or perform the Agreement. Client agrees to comply with all Applicable Laws, which are incorporated into the Agreement by reference. Client has no notice of infringement of any type, or notice of any demand of any type, with respect to any information that Client has provided to Patriot or authorized Patriot to use in connection with the Deliverables.

9.4 **No Encumbrances**. Any content in whatever form provided to Patriot to use for the Deliverables will be original, free and clear from any and all encumbrances whatsoever and does not and will not infringe or misappropriate any intellectual property or other proprietary rights of any third party.

9.5 **Approval**. If necessary, Client shall obtain any regulatory approvals or permits required by any federal, state or foreign government related to the use of the Deliverables delivered the Agreement.

9.6 **Trademark Compliance**. Client has performed the necessary searches, regulatory tests and if applicable trademark searches to ensure the name is capable of being used in the capacity listed within the Agreement and if necessary, has paid to file a trademark (for avoidance of doubt, the services provided under any Proposal do not include filing a trademark on behalf of the Client).

9.7 **Ownership**. The content provided by Client (“**Client’s IP**”) will contain only original material created by Client, owned by Client, or material which has been properly licensed from third parties and has been used by Client in compliance with the terms of such licenses. Client’s IP does not infringe upon any patents, copyrights, trade secrets or other proprietary rights of any third party and Client has no reason to believe that any such infringement or claims thereof could be made by any third parties. Client has obtained all necessary rights and licenses to the third-party materials included in Client’s IP.

9.8 **Enforcement**. The Agreement constitutes, or will constitute, a legal, valid and binding obligation of the Client, enforceable against Client in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and general principles of equity.

10. **Termination of the Agreement**.

10.1 **Events of Termination**. The Agreement may be terminated as follows:

- i. By the mutual written consent of both Parties.
- ii. In the event of a Party’s breach of a material obligation under the Agreement. Upon the breach of a material obligation under the Agreement, the non-breaching Party shall inform the breaching Party, in writing, of the specific conduct or omission resulting in the breach in writing. Except as otherwise provided for herein, upon provision of the written notice, the breaching Party shall have ten (10) days to cure said breach, if the breach is reasonably capable of cure (“**Cure Period**”). Upon the expiration of the Cure Period, or if the breach is not reasonably capable of cure, the non-breaching Party may declare the breaching Party in default of the Agreement and the non-breaching Party may terminate the Agreement. In the case of Client failing to make timely payment to Patriot, Patriot may declare an immediate default under the Agreement and suspend the provision of any and all Deliverables.

iii. Client suffers an event of insolvency including: suspending, or threatening to suspend, payment of its debts or admitting to being unable to pay its debts in writing or an application is made to a court, or an order is made for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over Client; a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up or bankruptcy of Client.

iv. Client shall have ninety (90) days from the Effective Date in which to cancel the Agreement, which shall be communicated to Patriot Account Executive via Email (“**Client Cancellation**”). In the event of a Client Cancellation, Client shall pay Patriot for any outstanding payments owing under the Proposal up and through the date of cancellation, within ten (10) days of cancellation, including, but not limited to, any and all installation and/or Deployment (as defined in the Proposal) fees if selected by Client in the Proposal.

10.2 **Effect of Termination.** Upon the termination of the Agreement, unless otherwise agreed by the Parties in writing, Client shall:

i. Timely pay Patriot for any outstanding payments owing under the Proposal, whether the Deliverables identified in that Proposal have been delivered or not. Client acknowledges that in order to provide the Deliverables, Patriot is required to make monetary commitments to ensure that necessary resources are available to perform said Deliverables, and that should the Agreement be terminated as a result of Client’s breach, that the remaining compensation owed for provision of the Deliverables is a fair and reasonable estimate of the damages that Patriot would incur in the event of such a breach.

ii. Forfeit all rights and benefits under the Agreement, including the right to receive the Deliverables.

iii. Immediately return all Confidential Information (as defined herein) to Patriot, or if instructed to do so in writing by Patriot, destroy any Confidential Information.

iv. Continue to abide by the duties, obligations, and restrictive covenants that are to survive the Agreement, including but not limited to Sections 11 through 13 and 18.

11. **Confidentiality.** Client acknowledges that during the course of its engagement with Patriot, it may have access to certain Confidential Information and that such Confidential Information (as defined herein) will be acquired in confidence. Client acknowledges and agrees that maintaining the confidentiality of all of the Confidential Information is integral to the value of Patriot and is vital to the successful operations of Patriot. In view of the foregoing, Client agrees to maintain the confidentiality of all Confidential Information and to not disclose, divulge, exploit, or use, in any manner whatsoever, the Confidential Information for any purpose not consistent with the Agreement, or to Client’s own benefit or the benefit of another person to the exclusion or detriment of Patriot. Client will additionally take all reasonable precautions to prevent the inadvertent or accidental exposure of the Confidential Information. Client’s obligations under this

section of the Terms shall survive the termination of the Agreement engagement regardless of the manner of such termination and shall be binding upon Client's assigns, agents, heirs, executors, and administrators. Client will be obligated to maintain the confidentiality of the Confidential Information except to the extent: (i) it is or becomes within the public domain through no act of Client in breach of the Agreement; (ii) it was in Client's possession prior to its disclosure under the Agreement, and Client can prove that; (iii) it was received from another source that has no restriction on use or disclosure; or (iv) it is required to be disclosed by Applicable Law.

11.1 **Confidential Information**. As used herein, "**Confidential Information**" shall mean information that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Additionally, Confidential Information shall mean all information or material that has or could have commercial value or other utility in the business in which Patriot is engaged, such as trade secrets, inventions, innovations, processes, information, records, software programs, and specifications owned or licensed by Patriot, and/or used by Patriot in connection with the operation of its telecommunications business, including without limitation Patriot's business and product processes, methods, customer lists, accounts and procedures.

11.2 **Trade Secrets**. Client agrees that all Confidential Information, whether reduced to writing, maintained on any form of electronic media, or maintained in the mind or memory of Client, and whether compiled by Patriot or Client, or both, has significant independent economic value to Patriot from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by Patriot to maintain the secrecy of such information, that such information is the sole property of Patriot and that any retention and use of such information by Client during its association with Patriot (except in the course of its duties and obligations hereunder) or after the termination of the Agreement shall constitute a misappropriation of Patriot's trade secrets.

11.3 **Associated Third Parties**. Client recognizes that it may have access to Confidential Information belonging to Patriot's vendors, customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), which may be subject to a duty on Patriot's part to maintain the confidentiality of such Associated Third Party's Confidential Information and to use it only for certain limited purposes. Client agrees that it shall owe Patriot and its Associated Third Parties a duty to hold all such Associated Third Party's Confidential Information in the strictest confidence, and not to use it or to disclose it to any person or entity, of any kind, except as necessary in carrying out the terms of the Agreement.

11.4 **Compelled Disclosure**. If the Client or any of its representatives is required by law or compelled to disclose any Confidential Information, then, to the extent permitted by law, the Client shall: (i) promptly, and prior to such disclosure, notify the Patriot in writing of such requirement so that the Patriot can seek a protective order or other remedy, or waive its rights under the Agreement; and (ii) provide reasonable assistance to the Patriot in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Patriot waives compliance or, after providing the notice and assistance required under this Section 11, the Client remains required by law to disclose any Confidential Information, the Client shall disclose only

that portion of the Confidential Information that, on the advice of the Client's legal counsel, the Client is legally required to disclose. No such compelled disclosure by the Client will otherwise affect the Client's obligations hereunder with respect to the Confidential Information so disclosed.

11.5 **Ownership.** It is understood and agreed that the Deliverables are being provided by Patriot for the sole and exclusive use of Client, and, except as otherwise provided in the Agreement, Patriot shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto. Except as otherwise set forth herein Client has the right to use or not use the Deliverables and to use, reproduce, re-use, alter, modify, edit, or change the Deliverables as it sees fit and for any purpose.

11.6 **Injunctive Relief.** Client acknowledges that a violation of Section 11 (Confidentiality) would cause immediate and irreparable harm for which money damages would be inadequate. Therefore, Patriot will be entitled to injunctive relief for Client's breach of any of its obligations under Section 14 without proof of actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation but shall be in addition to all other remedies available at law or in equity.

11.7 **Return/Destruction of Patriot's Confidential Information.** Upon the expiration or termination of the Agreement and Patriot's written request, Client shall immediately: (i) return or destroy (at Patriot's option) all the Patriot's Confidential Information in the Client's possession and under Client's control (except that Client shall have the right to retain any copies automatically created and maintained in accordance with Client's pre-existing documented electronic back-up standard operating procedures); and (ii) provide Patriot with written notice representing that the Client has returned or destroyed all of the Patriot's Confidential Information in Client's possession and under Client's control in accordance with Section 11.

12. **Non-Solicitation:** For a period of two (2) years following the Effective Date, Client agrees that it will not, directly or indirectly, enter into an agreement with, hire, recruit, or solicit any of Patriot's employees, Patriots, or representatives, agents, contractors, vendors, or subcontractors ("**Patriot Representative(s)**") or otherwise interfere with Patriot's existing or prospective relationships with the Patriot Representatives or otherwise encourage them to terminate their relationship with Patriot. Also, for the same two (2) year period, Client agrees that it will not hire, recruit, or solicit any Patriot Representative who has left Patriot's employment within two (2) years following the Effective Date.

13. **Indemnification.** Client agrees to indemnify, hold harmless, and defend Patriot, its affiliates, owners, and agents, from and against any and all liability, claims, losses, judgments, lawsuits, decrees, disputes, demand, proceeding, attorney's fees, costs, proceedings, fines, expenses, or anything of the like, arising out of or related to Patriot's: (i) performance of its obligations pursuant to the Proposal, including, but not limited to, any alleged failure by Patriot to act to detect or respond to a cybersecurity incident; (ii) any negligent act or willful misconduct by Patriot, its employees or independent contractors in the performance of the Agreement, (iii) Patriot's failure to comply with any federal, state or local (or equivalent jurisdiction) law or regulation in any jurisdiction in which the Deliverables are performed, (iv) claims from Client, its

employees or independent contractors against Patriot alleging entitlement to participate in any of Patriot's benefit programs, (v) claims based on Patriot's breach of its warranties, representations, and obligations under the Agreement, (vi) any claims against Patriot relating to any infringement, or alleged infringement, of intellectual property rights, including, without limitation, patent, copyright, trademark, or publicity rights, of a third party by any element of the Deliverables; provided, however that Patriot shall have no liability for any claim of infringement to the extent caused by: (a) information, design, specification, instruction, software, data, or material furnished by Client, or (b) any changes to the Deliverables made by Client and not authorized by Patriot; and (vi) claims made by any entity on account of an alleged failure by Patriot to satisfy any tax or withholding obligations.

13.1 **Indemnification Procedure.** Upon the occurrence of an event or claim which gives rise to the indemnity obligations set forth herein, Patriot shall send immediate written notice to Client of the same. In any case, and whether such notice is given or not, if Patriot provides Client with a demand for indemnity pursuant to receipt of an event or claim which gives rise to Client's indemnity obligations under the Agreement, Client shall, within five (5) days, confirm receipt of the demand for indemnity and shall acknowledge its obligation to indemnify, defend, and hold Patriot harmless. If Client assumes the defense of Patriot: (i) Patriot shall have the right to participate in any such defense and to employ separate counsel of its choosing at Client's cost and expense; (ii) Client shall promptly keep Patriot reasonably informed of material developments in such claim or demand at all stages thereof; and (iii) Client may not agree to any compromise or settlement to which Patriot has not consented in writing, which consent shall not be unreasonably withheld. Should Client fail to assume the defense of Patriot pursuant to its written demand, Patriot shall have the right to assert its own defense at the expense of Client.

14. **Limitation of Liability.** PATRIOT'S TOTAL LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION OR OTHERWISE (EACH AN "ACTION"), SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID BY CLIENT UNDER THE AGREEMENT FOR THE SPECIFIC DELIVERABLES GIVING RISE TO THE ACTION, BUT IN NO CASE MORE THAN THE TOTAL SERVICE FEES PAID FOR THE TERM. IN NO EVENT SHALL PATRIOT BE LIABLE FOR: (I) ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES FOR ANY REASON; (II) LOSS OF PROFIT; (III) LOSS OF BUSINESS; (IV) LOSS OF REVENUE; (V) DEPLETION OF GOODWILL; (VI) LOSS OF REPUTATION; OR (VII) COSTS INCURRED FOR CAPITAL OR ENVIRONMENTAL CLEANUP (WHETHER THE LOSS OR DAMAGE SET OUT IN (II) - (VII) IS CONSIDERED TO BE DIRECT OR INDIRECT AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE). NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS THE LIABILITY OF PATRIOT FOR: (I) DEATH OR PERSONAL INJURY CAUSED BY PATRIOT'S ACTS OR OMISSIONS; (II) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) ANY OTHER TYPE OF LOSS THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. Any Action must be commenced within one (1) year after the date of provision of the Deliverables. Client acknowledges and accepts that the limits and exclusions set out in the Agreement are reasonable given the type and extent of Deliverables

being provided and that Patriot has set the Service Fees and entered into the Agreement in reliance upon such terms.

15. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, THE DELIVERABLES, AND ANY TOOLS, APPLICATIONS, INFORMATION OR MATERIALS PROVIDED TO CLIENT IN CONNECTION WITH THE DELIVERABLES, ARE PROVIDED ON AN “AS IS” BASIS AND ALL OTHER WARRANTIES OF ANY KIND, PAST OR PRESENT, EXPRESS OR IMPLIED, WHETHER STATUTORY, COMMON LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY DISCLAIMED. PATRIOT MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE DELIVERABLES, ALONG WITH ANY ADDITIONAL SERVICES PROVIDED BY PATRIOT FOR THE BENEFIT OF CLIENT, ARE PROVIDED BY PATRIOT ON AN “AS IS” AND “AS AVAILABLE” BASIS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PATRIOT OR PATRIOT’S REPRESENTATIVES SHALL CREATE A WARRANTY. PATRIOT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY OF INFORMATIONAL CONTENT, AND FITNESS FOR A PARTICULAR PURPOSE.

16. **Force Majeure.** Neither Party shall be considered in default of its performance of any obligation under the Agreement (other than an obligation to make any payment due under the Agreement) to the extent that performance of such obligation is prevented or delayed by acts of God; war (declared or undeclared); terrorism or other criminal conduct; fire; flood; weather; sabotage; strikes, or labor or civil disturbances; pandemics; governmental requests, restrictions, laws, regulations, orders, omissions or actions; unavailability of, or delays in, utilities or transportation; default of suppliers or other inability to obtain necessary materials; embargoes or any other events or causes beyond that Party’s reasonable control, (each, a “**Force Majeure Event**”). In the event of a Force Majeure Event, the date of performance will be extended by a period equal to the delay plus a reasonable time to resume production, and the price will be equitably adjusted to compensate Patriot for such delay and related costs and expenses.

17. **Relationship of Parties.** Nothing in the Agreement should be construed to create a partnership, joint venture or fiduciary relationship. Neither Client nor any of its affiliates, agents, and/or assigns, are agents, partners or joint ventures of Patriot, nor do they have any authority to bind Patriot to any obligation. Client shall not represent to any person that it is an agent or otherwise has any authority to act on behalf of or bind Patriot, or that Client has any relationship with Patriot that is inconsistent with the Agreement.

18. **Alternative Dispute Resolution.** The Parties hereby agree to submit all disputes arising out of, related to, or in connection with the Agreement to binding arbitration before JAMS ADR Services or its successor in Orange County, California. If a Party demands, in writing, an arbitration pursuant to this provision, and the other Party refuses to attend and/or refuses to otherwise abide by this provision, the refusing Party hereby agrees and acknowledges that it shall

waive its right to recover any attorney's fees and/or costs, as provided herein or pursuant to any applicable federal, state, or local law, regulation or statute, in any subsequent formal proceeding, whether in arbitration, state or federal court. The arbitration shall be conducted pursuant to the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time of the filing of the demand for arbitration, before a single arbitrator. The arbitrator shall be a retired judge and shall conduct the arbitration hearing and render his or her final decision in accordance with the laws of the State of California. The arbitrator shall not have the discretion to commit errors of law or legal reasoning, and any arbitration award may be vacated on appeal to a court of competent jurisdiction, which the Parties acknowledge and agree will provide the right of appellate review outside the forum of arbitration. The Parties shall equally split the cost of the arbitration; however, the arbitrator shall have the discretion to order that the prevailing Party be reimbursed for the attorney's fees, arbitration fees, and costs incurred.

Each Party hereby acknowledges that he, she or it has read and understood the above alternative dispute resolution provision, and that by entering into the Agreement, the Parties are waiving a trial by jury in any action or proceeding to which the Parties may participate or be named, arising out of or in any way pertaining to the Agreement. This waiver is knowingly, willingly and voluntarily made by each Party, and each Party hereby represents that no representation of fact or opinion has been made by any individual to induce this waiver of trial by jury or to in any way modify or nullify its effect.

The Parties agree and acknowledge that either Party, in addition to any other rights or remedies which they may possess, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of the Agreement by either Party, which may be requested from a state or federal court of competent jurisdiction if so required to prevent further or irreparable damage or injury, however, this narrow exception to the Parties' agreement to arbitrate shall in no way operate to invalidate or otherwise circumvent the agreement to arbitrate the Parties' claims as set forth in the Agreement.

19. **Miscellaneous Provisions.**

19.1 **Applicable Law.** The Agreement, its interpretation and any disputes arising from or in connection with it (including non-contractual disputes) shall be governed by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule. The Parties further agree that the Agreement was negotiated, executed, and performed in Orange County, California.

19.2 **Advice of Counsel.** The Parties hereby confirm that he, she or it has read and understands the Agreement, and has been fully advised and represented by counsel or has had the opportunity to be represented by counsel, with respect to the Agreement and all negotiations giving rise to it.

19.3 **Interpretation.** The Agreement is the result of the negotiations of the Parties, and each has had significant input into the drafting and construction of the Agreement, and thus the normal rule of construction to the effect that any ambiguities are to be resolved against

the drafting Party shall not be employed in the interpretation of the Agreement. The Parties understand and agree that the Agreement shall be construed fairly as to all Parties and not in favor of or against any of the Parties regardless of which Party has prepared the Agreement.

19.4 **Entire Agreement.** The Agreement, including both the Proposal and these Terms, sets forth the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties hereto, and there are no warranties, representations or agreements between the Parties in connection with the subject matter hereof except as expressly set forth in the Agreement. All prior agreements, negotiations, correspondence, understandings and communications among the Parties, whether written or oral, respecting the subject matter hereof, are waived, merged herein, and superseded hereby. No amendment or modification of the Agreement shall be binding unless made in writing and signed by both Parties.

19.5 **Reliance.** Each Party acknowledges that, in entering into the Agreement, it has not relied on, and shall have no right or remedy in respect of, any representation or warranty that is not set out in the Agreement. Each Party agrees that its only liability in respect of such representations and warranties shall be for breach of contract.

19.6 **Waiver.** No waiver by Patriot with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing signed by both Parties.

19.7 **Additional Acts.** Client shall, at the request of Patriot, do or procure the doing of all such further acts, and execute or procure the valid execution of all such documents, as may from time to time be necessary in Patriot's reasonable opinion to give full effect to the Agreement.

19.8 **Assignment.** Patriot shall be entitled to assign or subcontract any of its obligations under the Agreement but shall be responsible for the actions or omissions of any such assignee or subcontractor. Client shall not assign its interest in the Agreement without the prior written consent of Patriot and any purported assignment by Client without such consent is null and void.

19.9 **Severability.** The invalidity or unenforceability of any clause or part of any clause of the Agreement shall not affect the validity or enforceability of the remaining clauses or parts of that clause. Any clause or part of a clause that is held by a court of competent jurisdiction to be invalid or unenforceable shall be deemed deleted from the Agreement.

19.10 **Notice.** All notices, requests, consents and other communications required or permitted to be delivered hereunder must be made in writing and delivered by email (read receipt requested) or by hand, via overnight delivery service or by registered or certified mail, postage prepaid, to the mailing address or email address of the other Party in the Proposal (or such other mailing address or email address as may be notified in writing by that Party for these purposes).

Notices shall be deemed to be received at the time at which it would have been delivered in the normal course of post.

19.11 **Electronic Delivery.** The Parties may elect to deliver any documents or notices related to the Agreement by e-mail. The Parties hereby consent to: (i) conduct business electronically; (ii) receive such documents and notices by such e-mail; and (iii) sign documents electronically and agree to participate through an online or electronic system established and maintained by Developer or a third party. All such notices and communications will be deemed effectively given on the day delivered electronically.

19.12 **Notice of Amendment.** Patriot may amend the terms of the Agreement at any time upon written notice to Client (“**Notice of Amendment**”), provided, however, that Client shall have ten (10) days from receipt of the Notice of Amendment to terminate the Proposal, in which case, Patriot has option to accept termination of the Proposal, or continue to provide the Deliverables pursuant to the terms originally agreed to in the Proposal and the Terms.

19.13 **Enforcement.** In the event that any lawsuit, action, arbitration, or any other similar proceeding is instituted under or in relation to the Agreement, including, without limitation, to enforce any provision of the Agreement, the prevailing Party of such dispute shall be entitled to recover from the other Party all fees, costs, and expenses (including attorneys, expert, accountant, and consultant fees) of such action, in addition to any other relief to which the prevailing Party may be entitled. For the purposes of this section, “prevailing Party” means the Party that substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment by the other Party of its claims or defense.

19.14 **Counterparts.** The Parties may execute the Proposal in counterparts, each of which is deemed an original, but all of which together constitute one and the same Agreement. The Proposal (and the Terms) may be delivered by facsimile or electronic transmission, including by e-mail as a PDF, and facsimile or PDF copies of executed signature pages shall be binding as originals.

19.15 **Authority.** That the person executing the Proposal has the requisite authority on behalf of the Client to do so.