

## FutureBridge Terms of Service

THESE FUTUREBRIDGE TERMS OF SERVICE ("TERMS") APPLY TO THE WRITTEN PURCHASE ORDER AND/OR STATEMENT OF WORK ("ORDER") ENTERED INTO BETWEEN FUTUREBRIDGE INC ("FUTUREBRIDGE") AND THE SIGNATORY CUSTOMER ENTITY ("CLIENT") IDENTIFIED THEREIN. THE ORDER AND THESE TERMS TOGETHER CONSTITUTE THE "AGREEMENT" BETWEEN FUTUREBRIDGE AND CLIENT (EACH A "PARTY" AND COLLECTIVELY THE "PARTIES"). THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE READ, UNDERSTAND, NEGOTIATED, FREELY ENTERED INTO, AND AGREE TO BE BOUND BY THE AGREEMENT IN ALL RESPECTS.

### **1. Services.**

**1.1 Services Provided.** The Order sets forth a description of the services to be provided by FutureBridge hereunder, which may include implementation, professional, technical, support, training, and other consulting services ("Services"). The Order may only be modified by mutual written agreement of the Parties, except that either Party may modify an Order upon thirty (30) days written notice to accommodate changes in applicable laws and regulations.

**1.2 Additional Services.** From time to time, Client may request Services outside the scope of the Order. Such additional Services shall be subject to separate written agreement and fees calculated on a time and materials basis according to FutureBridge's then-current standard rates.

**1.3 Additional Client Obligations.** Client shall comply with the requirements of this Agreement, all third-party terms and conditions for any third-party products or tools used in the provision of Services, and all applicable laws. Client shall cooperate reasonably with FutureBridge to enable performance of Services. Without limiting the foregoing, Client shall: (i) provide reasonable access to personnel, facilities, equipment, and information required for Services; (ii) make timely decisions and provide approvals reasonably required; and (iii) provide assistance reasonably requested by FutureBridge.

**1.4 Suspension Rights.** FutureBridge may suspend Services immediately upon written notice (including email) for any material breach by Client, including but not limited to: (i) failure to pay undisputed amounts when due; (ii) breach of confidentiality or data security obligations; (iii) failure to provide reasonable cooperation or access as required under Section 1.3; (iv) insolvency, bankruptcy, or assignment for creditors; or (v) any other breach that substantially impairs FutureBridge's ability to perform Services or threatens FutureBridge's legitimate business interests. Client shall not be entitled to any refund during any suspension period.

### **2. Fees and Payment.**

**2.1 Fees.** Client shall pay all fees for Services specified in the Order ("Fees"). All Fees are exclusive of reimbursable expenses and taxes as specified below. Either Party may propose fee adjustments annually with ninety (90) days written notice.

**2.2 Reimbursable Expenses.** Client shall reimburse FutureBridge for reasonable, pre-approved out-of-pocket expenses directly related to Services, provided such expenses are documented with receipts. Travel expenses require prior written approval and shall not exceed \$5,000 per engagement without Client consent. In addition, if FutureBridge is required by subpoena, civil investigative demand, court order, or other operation of applicable law to produce Client Reports, documentation, or personnel for testimony or interview with respect to the Services in connection with a government investigation or inquiry of Client or a claim, suit, or other proceeding involving Client to which FutureBridge is not a party, Client shall reimburse FutureBridge for reasonable professional time (at FutureBridge's then-current standard rates) and attorney's fees incurred in responding to such request.

**2.3 Taxes.** Client shall pay all customs, duties, taxes, levies, regulatory charges, and other fees assessed or imposed on the Services by any authority other than taxes imposed on FutureBridge's net income ("Taxes"). Client shall not be required to pay Taxes for which Client has provided a valid exemption certificate in advance of the invoice date. FutureBridge shall invoice for Taxes on a separate line item. If Client is required by law to withhold any Tax from payments to FutureBridge, then: (i) Fees shall be adjusted so the net amount received by FutureBridge equals what the Fees would be without withholding; and (ii) Client shall provide FutureBridge with receipts or evidence of Tax payments.

**2.4 Invoicing and Payment.** FutureBridge shall invoice Client in accordance with the timelines set forth in the Order. Except as otherwise set forth in the Order, payment for all invoices shall be due within thirty (30) days of the invoice date. Except for amounts that are disputed in good faith by Client in accordance with Section 2.5, FutureBridge shall have the right to charge Client a late fee of one and one-half percent (1.5%) per month, or the maximum rate permitted by Law, whichever is less, for any amounts not paid by the due date of the applicable invoice. In addition, without waiving any other rights or remedies to which it may be entitled, FutureBridge shall have the right, upon written notice to Client, to suspend the Services until payment has been received. If FutureBridge retains a collection agency, retains an attorney, or files suit in a court of competent jurisdiction ("Collection Action") to collect undisputed amounts more than sixty (60) days past due from Client, all costs and expenses thereof, including, without limitation, reasonable attorney's fees and costs, shall be charged to Client and paid immediately by Client upon demand.

**2.5 Payment Disputes.** If Client reasonably and in good faith disputes any portion of an invoice, prior to the date on which the applicable invoice first becomes due, Client shall timely pay any undisputed portions of the invoice and provide FutureBridge with written notice specifying the disputed amount, the reason for the dispute, and the affected Services. Client waives the right to dispute any invoiced amounts not subject to a notice of dispute under this paragraph within sixty (60) days of the invoice due date.

### **3. Term and Termination**

**3.1 Term.** Except as otherwise expressly set forth in the Order, the initial term of the Agreement commences on the date the Order is last executed by both Parties and continues for an initial period of one (1) year (the "Initial Term"), or a longer period if mutually agreed upon by Parties. Upon the expiration of the Initial Term, the Agreement shall renew upon mutual agreement by Parties. The Initial Term together with any applicable Renewal Term(s) constitute the "Term" of the Agreement.

**3.2 Termination for Cause.** Either Party may terminate this Agreement for cause upon written notice to the other Party in accordance with Section 10.4 if the other Party materially breaches any of its obligations under this Agreement, said breach (if capable of cure) remaining uncured for thirty (30) days following the breaching Party's receipt of notice thereof from the non-breaching Party. In addition, FutureBridge may terminate this Agreement immediately if: (i) Client institutes or has instituted against it proceedings for insolvency, receivership, bankruptcy or other settlement of Client's debts; (ii) Client makes an assignment for the benefit of its creditors; (iii) Licensee ceases to do business or dissolves; or (iv) Licensee becomes unable to pay its debts as they become due.

**3.3 Termination without Cause.** Either Party may terminate this Agreement for any reason or for no reason upon thirty (30) days' written notice to the other Party, provided that in the event of termination by Client under this paragraph, Client shall promptly pay to FutureBridge an amount commensurate with Services provided up to the date of termination.

**3.4 Effect of Termination.** Immediately upon the termination or expiration of this Agreement: (i) the Services shall terminate immediately; (ii) FutureBridge shall be entitled to invoice for and Client shall be required to pay for all Services provided up to the date of expiration or termination; and (iii) all undisputed amounts invoiced by FutureBridge and not yet paid immediately shall become due and payable. In the event of a termination for breach under Section 3.2, the non-breaching Party shall be entitled to all breach remedies available at Law or in equity subject to the limitations and exclusions of liability expressly contained in this Agreement. Sections 3.4, 3.5, 4, 5.5, 5.6, 7, 8, and 11, together with any other provision of this Agreement which expressly by its terms or should by its nature survive, shall survive the termination or expiration of this Agreement for any reason.

**3.5 Destruction of Client Data.** At Client's written request made within ten (10) days following the termination or expiration of this Agreement, FutureBridge shall return or otherwise make retrievable in an industry standard format (or such other format as the Parties may mutually agree in writing) all Client Data (defined below) that has been disclosed to FutureBridge. Subject to Section 5.2, FutureBridge shall thereafter destroy all Client Data in its possession or control and shall have no obligation to maintain Client Data in any format or otherwise make Client Data available to Client.

#### **4. Confidential Information**

**4.1 Definition.** In connection with its performance of its respective obligations hereunder, a Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") its Confidential Information. "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that is confidential or proprietary to Disclosing Party, which: (i) is marked or labeled as "confidential" or "proprietary"; or (ii) which Receiving Party should reasonably know to be confidential or proprietary to Disclosing Party under the circumstances of disclosure. Without limiting the foregoing, all documentation, specifications, or other materials provided by either Party to the other Party in connection with the Services are the Confidential Information of the providing Party.

**4.2 Exclusions.** Confidential Information does not include information that: (i) was rightfully known to Receiving Party without restriction on use or disclosure prior to receipt of such information from Disclosing Party; (ii) becomes generally known by the public without the breach, negligence, or other wrongdoing of Receiving Party; (iii) is rightfully received by Receiving Party by a third party which is under no obligation of confidentiality with respect to such information; or (iv) was independently developed by Receiving Party without reference to or use of any portion of Confidential Information.

**4.3 Obligations.** Receiving Party may use Confidential Information of Disclosing Party solely in connection with the performance of its obligations and exercise of its rights under the Agreement. Receiving Party will exercise at least the same standard of care to prevent unauthorized disclosure or use of Confidential Information as it employs with respect to its own information of a like nature, but in any event no less than a reasonable standard of care. Receiving Party may permit access to Confidential Information only to its employees, officers, subcontractors, and professional advisors who have a need to know Confidential Information in furtherance of Receiving Party's rights and obligations hereunder, and who have agreed to be bound by confidentiality restrictions with respect thereto at least as stringent as those set forth hereunder; provided that in any event Receiving Party shall be responsible for any breach of this Section by such individuals. In addition to and without limiting the foregoing, each Party agrees to keep the terms and conditions of the Agreement confidential in accordance with this paragraph. Notwithstanding any other provision of this Agreement, neither Party shall be liable for any breach of this Section 4 resulting directly or indirectly from a third party's unauthorized access to the other Party's or any third party's networks or systems infrastructure.

**4.4 Compelled Disclosure.** If Receiving Party is ordered, as part of an administrative or judicial proceeding of competent jurisdiction or other operation of applicable Law, to disclose any of Disclosing Party's Confidential Information, Receiving Party will, to the extent permitted by applicable Law: (i) notify Disclosing Party of such request as promptly as practicable; (ii) cooperate with Disclosing Party, at Disclosing Party's expense, in its efforts to contest the disclosure or secure a protective order or similar confidential treatment for such Confidential Information; and (iii) disclose only those portions of Confidential Information strictly required for compliance with said order or Law, as reasonably determined by Receiving Party's qualified legal counsel.

**4.5 Return of Confidential Information.** Upon the written request of Disclosing Party at any time, Receiving Party shall, at Disclosing Party's option, either: (i) return all Confidential Information in its possession or control in any tangible or intangible medium, including any copies or derivations thereof, to Disclosing Party, or (ii) destroy all Confidential Information in its possession or control in any tangible or intangible medium, including any copies or derivations thereof, and deliver a written certification of such destruction to Disclosing Party. Notwithstanding the foregoing, the Receiving Party may maintain one (1) archival copy of Confidential Information for its own internal, non-public archival and compliance purposes, provided that any such copy shall remain subject to the confidentiality obligations of this Section for as long as it is maintained. For avoidance of doubt, the obligations of this paragraph shall not apply to Client Data (regardless of whether such Client Data is Confidential Information), which shall instead be subject to the procedures of Section 3.5.

**4.6 Injunctive Relief.** The Parties acknowledge that the breach of Receiving Party's confidentiality obligations under this Section may cause Disclosing Party to suffer irreparable harm in an amount not readily calculable as money damages. Accordingly, the Parties agree that in the event of any such breach, whether threatened or actual, Disclosing Party shall have the right to seek preliminary and/or final injunctive relief therefor, without the necessity of posting bond or other security, in addition and without prejudice to any other remedy available to Disclosing Party at Law or in equity.

**4.7 Data Privacy.** "Personal Data" shall mean information relating to an identified or identifiable natural person. Client authorizes FutureBridge to collect, use, store, transfer and otherwise process the Personal Data that FutureBridge obtains from Client for the purpose of complying with FutureBridge's rights and obligations under this Agreement and for any additional purpose described in this Agreement. The FutureBridge Data Protection Policy shall apply to all activities concerning the processing of Personal Data. The FutureBridge Data Protection Policy is located on the FutureBridge website at <https://FutureBridgeinc.net/legal/FutureBridge-Data-Protection-Policy.pdf>.

## **5. Proprietary Rights.**

**5.1 Definition.** The term "Intellectual Property" shall mean all inventions, developments, discoveries, improvements, innovations, techniques, processes, concepts, methods, designs, drawings, specifications, algorithms, software and works of authorship, in each case whether or not patentable or registerable, and all patents, patent applications, copyrights, trademarks, trade secrets and other intellectual property or other intangible proprietary rights of any type which may be recognized in any jurisdiction worldwide.

**5.2 Client Data.** Client represents and warrants that: (i) Client has the necessary rights, consents, licenses, authorizations, and certifications required under applicable Law to transmit and to allow FutureBridge to store, access, use, and process all data and information that Client provides or makes available to FutureBridge (including without limitation Personal Data), authorizes FutureBridge to access, or otherwise provides to FutureBridge under this Agreement (collectively "Client Data") in connection with the Services; and (ii) Client has fulfilled and shall continue to fulfill all obligations required to permit FutureBridge to access and use the Client Data as contemplated by this Agreement. Client shall not transmit or otherwise make available to FutureBridge, or authorize FutureBridge to access or use, Client Data in any manner that violates applicable Law or the rights of any third parties. Client grants to FutureBridge a limited, non-exclusive license to use, access, store, transmit, and process Client Data as reasonably required to perform the Services during the Term.

**5.3 Client Reports.** Client shall be the owner of all written summaries, reports, analyses or other deliverables prepared uniquely and exclusively for Client and delivered to Client as part of the Services expressly identified in the Order ("Client Reports"). Subject to Client's payment in full of all Fees applicable thereto, FutureBridge assigns to Client all of its ownership rights, title, and interest in and to the Client Reports.

**5.4 FutureBridge Intellectual Property.** As between the Parties, FutureBridge is the sole owner of all Intellectual Property rights and other proprietary rights, title, and interest in the Services, and any documentation or materials provided or made accessible by FutureBridge in connection therewith (excluding Client Reports), as well as any proprietary ideas, inventions, techniques, methodologies, processes, or know-how utilized by FutureBridge in connection therewith, and any modifications, improvements, versions, iterations, or derivative works of any of the foregoing made by or on behalf of FutureBridge (whether or not authorized). FutureBridge reserves all rights in its Intellectual Property not expressly herein granted, and nothing herein shall be construed as any assignment of any Intellectual Property rights in or to the Services.

**5.5 Further Assurances.** Each Party agrees to reasonably cooperate with the other Party's efforts to memorialize, perfect, register, or otherwise evince the assignments and grants of Intellectual Property rights set forth in this Section, including without limitation via the execution of affidavits or other confirmatory documentation therefor.

## **6. Representations and Warranties.**

**6.1 Mutual.** Each Party represents and warrants that: (i) it is duly organized, validly existing, and in good standing as a legal entity under the Laws of its applicable jurisdiction; (ii) the execution of the

Agreement by its representative whose signature is set forth at the end of the Agreement has been duly authorized and effective to bind said Party; and (iii) the execution and delivery of, and said Party's performance under, the Agreement does not and will not breach any agreement or other legal duty that said Party owns to any third party.

**6.2 Limited Warranty.** FutureBridge represents and warrants that the Services shall be performed in a professional and workmanlike manner, consistent with industry standards for similar Services, and in material compliance with the specifications set forth in the Order. In the event that any Services do not conform to the foregoing warranty, Client shall notify FutureBridge in writing of the nonconformity within fourteen (14) days of its first knowledge of such nonconformity; failure to so notify FutureBridge shall constitute Client's full, final, and irrevocable waiver of any claim against FutureBridge with respect to such nonconformity. Upon FutureBridge's receipt of such notification, FutureBridge shall, at its option, either: (i) repair, replace, or re-perform the Service so that it is no longer subject to the nonconformity; or (ii) terminate the applicable Service and provide a refund to Client of any prepaid, unused Fees applicable to the period of time following the effective date of termination. The foregoing items (i) and (ii) set forth FutureBridge's sole and exclusive liability, and Client's sole and exclusive remedy, for any breach by FutureBridge of the warranty set forth in this paragraph and/or nonconformity of the Services with their specifications.

**6.3 Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, FUTUREBRIDGE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WHATSOEVER WITH RESPECT TO THE SERVICES OR THE SUBJECT MATIER OF THE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, FUTUREBRIDGE EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SERVICES AND DELIVERABLES, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING FROM STATUTE, CUSTOM, COURSE OF DEALING, TRADE USAGE, OR ANY OTHER SOURCE. FUTUREBRIDGE DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET CLIENT'S EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS, OR THAT THE SERVICES WILL BE ACCURATE, ERROR-FREE, OR UNINTERRUPTED.

## **7. Indemnification and Limitation of Liability.**

**7.1 Definitions.** "Indemnified Parties" shall mean: (i) in the case of FutureBridge, FutureBridge, its parent, subsidiaries, and affiliates under common control (collectively, "Affiliates") and subcontractors, and each of their respective directors, officers, employees, contractors, agents, successors, and assigns, and (ii) in the case of Client, Client, its Affiliates, and each of their respective directors, officers, employees, contractors, agents, successors, and assigns.

**7.2 FutureBridge Indemnity.** FutureBridge shall indemnify, defend, and hold harmless Client and its Indemnified Parties from and against any and all losses, liabilities, damages, claims, costs, and expenses (including without limitation reasonable attorney's fees) (collectively, "Losses") incurred by such Indemnified Parties as the result of third-party claim, suit, action, government investigation, government enforcement action, or other legal proceeding (each an "Indemnifiable Claim") brought in connection with: (i) the allegation that the Services infringe the Intellectual Property rights of a third party, provided that FutureBridge shall have no responsibility hereunder for any Indemnifiable Claim that results from: (a) the combination of the Services with any material not provided by FutureBridge; (b) a change to the Services made by any person or entity other than FutureBridge; or (c) any use of the Services by Client which does not comply with the terms of the Agreement or applicable Law; or (ii) FutureBridge's breach of any of its representations, warranties, or obligations hereunder; or (iii) FutureBridge's gross negligence, willful misconduct, or violation of applicable Laws. In the event of an Indemnifiable Claim of infringement under this paragraph, or if FutureBridge reasonably anticipates any such Indemnifiable Claim, FutureBridge may, at its option, either: (a) replace or modify the allegedly infringing Service so that it is no longer infringing; (b) procure for Client additional licenses or rights sufficient to permit continued use of the allegedly infringing Service; or (c) terminate the applicable Service upon written notice to Client and refund to Client all prepaid, unused Fees applicable to the period of time following the effective date of termination. This Section sets forth FutureBridge's sole and exclusive liability, and Client's sole and exclusive remedy, for any Indemnifiable Claim of intellectual property infringement regarding Services.

**7.3 Client Indemnity.** Client shall indemnify, defend, and hold harmless FutureBridge and its Indemnified Parties from and against any and all Losses incurred by such Indemnified Parties as the result of an Indemnifiable Claim brought in connection with: (i) Client's breach of any of its representations, warranties, or obligations hereunder; (ii) Client's gross negligence, willful misconduct, or violation of applicable Laws; and (iii) the allegation that Client Data or any other proprietary material provided or submitted by Client to FutureBridge hereunder infringes, misappropriates, or otherwise violates the personal or proprietary rights of any third party.

**7.4 Mutual Indemnity.** Each Party agrees to indemnify, defend and hold harmless the other Party's Indemnified Parties from any and against any Losses incurred in connection with an Indemnifiable Claim brought for personal injury, wrongful death, or damage to real or personal property arising from or relating to the Indemnifying Party's gross negligence or willful misconduct.

**7.5 Indemnification Procedure.** Upon an Indemnified Party's receipt of an Indemnifiable Claim, the Indemnified Party shall notify the Party subject to the indemnification obligation hereunder ("Indemnifying Party") in writing of such receipt, provided that any failure by Indemnified Party to so notify shall not relieve Indemnifying Party of any of its indemnification obligations hereunder except to the extent that Indemnifying Party is materially prejudiced by such failure. Indemnified Party shall reasonably cooperate with Indemnifying Party's defense and investigation of the Indemnifiable Claim, at Indemnifying Party's cost and expense. Indemnifying Party must obtain the prior written approval of the Indemnified Party, which may not be unreasonably withheld, prior to entering into any settlement of any Indemnifiable Claim hereunder which involves the admission of any guilt, liability, or wrongdoing on behalf of the Indemnified Party. Notwithstanding the foregoing, an Indemnified Party may at any time participate in the defense of any Indemnifiable Claim at its own cost and expense.

**7.6 Limitation of Liability.** Neither Party shall be liable to the other Party for any punitive, exemplary, indirect, incidental, consequential or other special damages, costs, expenses or losses. neither party shall be liable for loss of revenue, income, profit or savings, lost or corrupted data or software, loss of use of systems or network or recovery of such, lost business opportunity, or business interruption or downtime. Each Party's aggregate liability for any and all claims shall not exceed the amounts paid or payable by Client for the Services during the twelve (12) months immediately preceding the date on which the cause of action giving rise to said claim or claims first accrued. This section 7.6 shall apply to the fullest extent permitted by law to all liability and causes of action arising under or relating in any way to this agreement, whether arising in contract, warranty, statute, tort (including negligence), strict liability or otherwise. To the extent applicable law prohibits any limitations or exclusions in this Section, such limitation or exclusion automatically shall be modified to make the limitation or exclusion apply to the fullest extent permitted under such Law. The Parties agree that the limitations and exclusions in this Section are a material part of the consideration for FutureBridge's grant of license and provision of Services to Client and that such limitations and exclusions shall apply notwithstanding the failure of essential purpose of any remedy and even if a Party has been advised of the possibility of such liabilities. Notwithstanding any other provision of this Agreement, the limitations and exclusions in this Section 7 shall not apply to any claim for indemnification hereunder, any breach of a Party's confidentiality obligations hereunder, or a Party's infringement or misappropriation of any patent, copyright, trademark or trade secret of the other Party.

## **8. Dispute Resolution.**

**8.1 Mediation.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures (the "Procedures") before resorting to arbitration, litigation, or some other dispute resolution procedure. Notwithstanding anything to the contrary in the Procedures, the Parties agree that time is of the essence and that, absent written agreement of both Parties, the mediation shall be terminated no later than thirty (30) calendar days from the initial request for mediation.

**8.2 Arbitration.** Except for a Collection Action, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the AAA under its Commercial Arbitration Rules then in effect (the "Rules"), any arbitration shall be undertaken pursuant to the U.S. Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., (the "FAA"), as amended, by a sole arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having

jurisdiction thereof. The Parties expressly disclaim the rules of the AAA's International Centre for Dispute Resolution.

- (a) Language. The Parties have agreed to execute this Agreement exclusively in the English language, which shall control for all purposes, and any dispute or communications, written and oral, between the parties or the arbitrator shall be conducted exclusively in the English language, including, without limitation, the award of the arbitrator.
- (b) Time. Notwithstanding anything to the contrary in the Rules, including R-42 (Extensions of Time), the Parties agree that time is of the essence and that the closing of the hearing shall be no later than two hundred seventy (270) calendar days from the filing of the initial written demand for arbitration, which period includes and expressly contemplates the potential filing of counterclaims or amended complaints or counterclaims. The Parties agree to arbitrate on the following time frame: The claimant must disclose and identify the alleged claims, facts supporting the alleged claims, witnesses with knowledge of the alleged claims, all known documents supporting such claims, and a detailed calculation of the requested damages within 20 days of filing the arbitration demand.
- (c) Arbitral Demand. A demand for arbitration shall not be made (i) after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations; and (ii) later than one (1) year from the date the Party became aware or should reasonably have become aware of the facts that give rise to the alleged claim; or (iii) in any event later than two years after any such cause of action accrued. Notwithstanding any obligation to engage in mediation, a Party may file a demand for arbitration prior to the termination of mediation if necessary to avoid being barred by the terms of this Section.
- (d) Choice of Law; Venue; Lex Loci. This Agreement shall be governed by and construed in accordance with the Laws of the Commonwealth of Virginia without regard to conflict of Law principles (that might dictate the application of the Laws of another jurisdiction). The place of arbitration shall be McLean, Virginia, and each party waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of any such legal proceeding shall be heard and determined only pursuant to the Rules and agrees not to bring any legal proceeding arising out of or relating to this Agreement (other than a Collection Action in a court or before another arbitral body.
- (e) Powers of the Arbitrator. Jurisdictional and arbitrability disputes, including disputes over the formation, existence, validity, interpretation or scope of this Agreement or who are proper parties, shall be submitted to and ruled on promptly by the arbitrator. The arbitrator has the authority to determine jurisdiction and arbitrability issues as a preliminary matter. The arbitrator shall be bound by the provisions of this Agreement and base the award on applicable Law and judicial precedent.
- (f) Reasoned Award. Notwithstanding R-46(b) (Form of Award), the arbitrator shall render a reasoned award. Upon rendering a decision, the arbitrator shall state in writing the basis for the decision, including the findings of fact and conclusions of Law upon which the decision is based. The decision of the arbitrator shall be final and binding upon the parties and shall not be subject to appeal.
- (g) Costs and Fees. Each Party shall bear its own attorney's fees and costs in connection with arbitration. The arbitrator's fees and expenses (R-55), administrative fees (R-53), deposits (R-56), and other expenses (R-54) shall be shared equally by the Parties, except that if one Party's claims or defenses are found by the arbitrator to be frivolous or brought in bad faith, that Party shall bear all arbitration costs including the other Party's reasonable attorney's fees.
- (h) Discovery. Discovery shall be limited and narrowly tailored such that each Party is entitled to (i) two (2) non-expert depositions, each lasting no more than three hours, (ii) ten (10) requests for production of documents, and (iii) the deposition of any experts lasting no more than three (3) hours each.

- (i) Interim Measures. Either Party may seek emergency injunctive relief from courts of competent jurisdiction for breaches involving confidential information or intellectual property rights, provided the seeking Party: (i) demonstrates immediate and irreparable harm that cannot be adequately compensated by monetary damages; (ii) provides reasonable advance notice to the other Party except in cases of genuine emergency where notice would defeat the purpose of the relief; (iii) posts appropriate security for damages if the relief is later determined to have been wrongfully granted; and (iv) proceeds expeditiously to arbitration of the underlying dispute. Any such emergency relief shall be temporary pending resolution through arbitration.

**8.3 Waiver of Sovereign Immunity.** Each Party hereto, in respect of itself and its Affiliates and all instrumentalities, if any, irrevocably waives, to the fullest extent permitted by applicable Law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, attachment (both before and after judgment), and execution to which it might otherwise be entitled in any action or proceeding relating in any way to this Agreement. Without limiting the generality of the foregoing, each Party agrees that the waivers set forth herein shall be interpreted and enforced to the fullest extent permitted under applicable Law, including the Foreign Sovereign Immunities Act of 1976 of the United States, as amended, and are intended to be irrevocable for purposes of such Law.

## 9. Export Compliance.

**9.1 Export.** Equipment and/or Services (collectively, "Deliverables") provided under this Agreement may incorporate encryption or other technology subject to customs and export control Laws. Each Party shall comply with all customs and export control Laws of the United States and other countries to which the Deliverables are delivered to the extent applicable to such Party in performing its obligations under this Agreement. FutureBridge shall be responsible for ensuring that the delivery of any Deliverables to Client complies with U.S. export Law, including obtaining any required U.S. export licenses. Client shall comply with all export Laws governing the re-export of the Deliverables and shall be solely responsible for compliance with the Laws governing the importation and use of the Deliverables in other countries, including by making any required customs entry or declaration, paying all Taxes and fees owed as a result of importation or use of the Deliverables and obtaining all necessary licenses, permits and authorizations. Prior to providing FutureBridge any goods, services or data subject to export controls, Client shall provide written notice specifying the nature of the controls and any relevant export control classification numbers.

**9.2 Economic Sanctions.** Each Party warrants that neither it, nor to its knowledge any person or entity acting on its behalf: (i) has been or is designated on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Department of Treasury Office of Foreign Asset Controls or any similar list of sanctioned persons of any authority; (ii) is a national or citizen of, or organized under the Laws of, or resident or operating in any country or territory that is subject to any country-wide or territory-wide sanctions; (iii) is owned or controlled by any party described in (i) and (ii) of this sentence; or (iv) is a person identified on the U.S. Department of Commerce Bureau of Industry and Security's "Denied Persons List" or "Entity List". Each Party shall notify the other Party in writing if the notifying Party becomes aware of any changes to this warranty or if any such change is threatened.

## 10. Audits.

**10.1 Records Retention.** Each Party shall prepare, maintain, and retain complete and accurate books and records relating to the subject matter of the Agreement ("Records"), including without limitation those relating to Services provided, payments made and received, and compliance with obligations hereunder. Notwithstanding any internal record retention or destruction policy to the contrary, all Records shall be retained by each Party for the greater of: (a) three (3) years following the expiration or termination of the Agreement for any reason; or (b) the minimum time period required by applicable Law.

## 11. Miscellaneous.

**11.1 Force Majeure.** Neither Party shall be liable for any delay or failure in performing its obligations hereunder (other than a payment obligation) by the occurrence of unforeseeable and/or unavoidable circumstances beyond a Party's reasonable control, including without limitation acts of God,

fire, flood, war, government action, earthquakes, explosions, terrorism, embargoes, or industrial disturbances (each a "**Force Majeure Event**"), provided that the Party subject to such Force Majeure Event shall provide notice of such Force Majeure Event to the other Party, if notice is reasonably practicable. If a Force Majeure Event and subsequent delay or failure continues uninterrupted for thirty (30) days, either Party may terminate the Agreement upon written notice to other Party.

**11.2 Assignment and Subcontracting.** Neither Party shall assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding to the foregoing, FutureBridge may, without Client's consent, assign this Agreement to a successor in interest by way of a change of control, merger, consolidation, or asset sale. FutureBridge, in its sole discretion, may subcontract the performance of all or any portion of this Agreement to a subcontractor. In such event, FutureBridge shall remain responsible for such subcontractor's performance of the applicable subcontracted obligations hereunder.

**11.3 Non-Solicitation.** During the Term, and for an additional period of twelve (12) months thereafter, each Party and its Affiliates shall not solicit or induce any person or entity to leave their employment or service with the other Party or its Affiliates in order to accept employment or service of any kind or description with any other person or entity. This prohibition shall not apply to any general solicitation that is not specifically targeted at the personnel of the other Party, such as advertisements, job fairs and the like.

**11.4 Non-Disparagement.** During the Term, and for a period of two (2) years thereafter, each Party shall not make derogatory statements about the other Party or any of the persons or entities that do business with the other Party. The persons or entities that do business with each Party include, without limitation, such Party's employees, service providers, partners and other clients. Each Party shall take all possible steps to remove, retract and cure the publication of any derogatory statements such Party causes to be made. Derogatory statements do not include statements made by a Party that are inherently proper and made within the scope of such Party's rights under this Agreement. Derogatory statements also do not include statements made by a Party as part of an official report to the government, within official judicial proceedings, or within any other official government proceedings.

**11.5 Notices.** All notices, requests, demands, and other communications which are required or may be given under the Agreement shall be in writing and shall be deemed to have been duly given: (i) when received if personally delivered; (ii) two (2) days after sending if sent by a nationally recognized expedited delivery service; and (iii) upon receipt, if mailed by certified mail, return receipt requested. Notices to FutureBridge shall be sent to 1550 Wilson Boulevard, Ste 700 PMB473, Arlington, VA 22209, US. Notices to Client shall be sent to the notice address specified in the Order. Either Party may change their notice address by providing notice to the other Party of such change pursuant to this paragraph.

**11.6 Relationship of the Parties.** Each Party is an independent contractor, and neither Party is, nor shall represent itself to be, an agent, partner, fiduciary, joint-venturer, co-owner, investor, or representative of the other Party. Neither Party shall have the authority, or represent that it has the authority, to bind the other Party. Each Party assumes full responsibility for the actions, supervision and compensation of its personnel. Neither Party shall be responsible for the action, supervision or compensation of any of the other Party's personnel.

**11.7 Compliance with Law.** Each Party shall comply with all Laws applicable to such Party in the course of performing its obligations under this Agreement.

**11.8 Definitions.** Capitalized terms shall have the meaning ascribed to them in this Agreement. Where appropriate to the context of this Agreement, the use of the singular shall be deemed also to refer to the plural and the use of the plural to the singular. The Term "including" shall mean "including without limitation" and shall not be interpreted to limit the Parties' rights or obligations.

**11.9 Entire Agreement.** The version of these Terms sent to Client or posted to the FutureBridge website at <https://futurebridgeinc.net/legal/FutureBridge-Terms-of-Service> by ten (10) days preceding execution of the Order, or by ten (10) days preceding the last day of notice for non-renewal of the Order, shall for the corresponding Initial Term or Renewal Term, be the Terms. Irrespective of the place of contract formation or performance, this Agreement (including its exhibits and attachments) constitutes the Parties' entire agreement with respect to any Order and fully integrates, merges, and supersedes all prior oral and written agreements, non-disclosure agreements, communications, and

representations relating to the Services. Any Service Level Agreement incorporated into the Order shall constitute part of this Agreement, and a breach thereof by either Party shall entitle the-nonbreaching Party, as their exclusive remedy, to terminate this Agreement in accordance with Section 3.2. The Parties represent and warrant that they have not relied on any representations or statements other than as expressly included in this Agreement

**11.10 No Presumption Against Drafter.** Each Party acknowledges and stipulates that it has read and understood this Agreement, that it has had the opportunity to negotiate this Agreement, and that it has had the opportunity to consult with the counsel of their own choosing. Accordingly, no principle of contract interpretation that requires a contract to be construed against the drafter shall apply to the interpretation of any term of this Agreement.

**11.11 Waiver and Modification.** Except as otherwise expressly permitted herein, no modification or waiver shall be effective unless it is in writing and signed by authorized representatives of both Parties. A waiver of any right under this Agreement relating to the performance of one or more obligations of the other Party shall not constitute a waiver of the performance of future instances of the same obligation of that Party unless expressly so stated in writing.

**11.12 Severability and Reformation.** If any provision of this Agreement or the application thereof to any circumstance or person shall be construed by a competent tribunal to be unenforceable, in whole or in part, then such provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the Parties set forth herein. In any case, the remaining provisions of this Agreement or the application thereof to any person or circumstance, other than those to which they have been held invalid or unenforceable, shall remain in full force and effect.

**11.13 Material and Independent Obligations.** Each of the obligations of this Agreement are material. Except where expressly provided, each of the obligations of this Agreement are independent and are independently enforceable from every other obligation of this Agreement and of any other legal obligation that may exist between the Parties. The real or perceived existence of any claim or cause of action, whether predicated on this Agreement or on some other basis, shall not relieve the Parties of their obligations under this Agreement, and shall not constitute a defense to the enforcement this Agreement.

**11.14 No Third-Party Beneficiaries.** Except as otherwise expressly stated herein, there are no intended third-party beneficiaries to this Agreement. No third-party shall be entitled to rely on this Agreement or any aspect of the Parties' performance hereunder, including the Services or any Client Purchased Equipment.

**11.15 Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or construction of any material term hereof.

**11.16 Counterparts.** This Agreement may be executed in counterparts each of which, once duly executed, shall be deemed an original binding instrument.

*[End of FutureBridge Terms of Service.]*