

NET ALPHA MATERIALX® SALES ENGINE PLATFORM TERMS OF SERVICE

Effective Date: March 20, 2022

PLEASE REVIEW THESE TERMS OF SERVICE (REFERRED TO AS THESE “TERMS”) CAREFULLY AND SEEK LEGAL ADVICE IF YOU DO NOT UNDERSTAND ANY ASPECT OF THEM. BY AFFIRMATIVELY ASSENTING TO (E.G., BY CLICKING “I AGREE”), OR OTHERWISE USING N-ALPHA® SERVICES (AS DEFINED BELOW) OFFERED THROUGH THE MATERIALX PLATFORM (AS DEFINED BELOW), YOU ARE ACCEPTING THESE TERMS, AND THEY WILL FORM BINDING LEGAL COMMITMENTS BETWEEN YOU AND NET ALPHA FINANCIAL SYSTEMS, LLC. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, PLEASE DO NOT USE ANY PART OF THE SERVICES. THESE TERMS CONTAIN CERTAIN LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND DISPUTE RESOLUTION PROVISIONS, AND BY USING THE SERVICES YOU ARE AGREEING KNOWINGLY, VOLUNTARILY AND WITH INFORMED CONSENT TO BE BOUND BY THESE TERMS (INCLUDING OUR RIGHT TO MODIFY THESE TERMS AS DESCRIBED IN SECTION 1.3 (*UPDATES TO TERMS*)). These Terms are effective as of the above Effective Date, and your continued use of our Services following the Effective Date constitutes that you accept (“Accept”) these Terms.

In these Terms, “you,” “your,” “Authorized User,” and “Account Owner” (as applicable) refer to you. The terms “we,” “us,” “our” and “N-Alpha” hereafter refer to Net Alpha Financial Systems, LLC, a Michigan company, with a place of business at 199 W. Brown Street Suite 210, Birmingham, MI 48009. Each of us or you may also be referred to individually as a “party” and together as “parties” in these Terms. In these Terms, the term “Affiliate” means any entity that directly or indirectly controls or is controlled by, or is under common control with, the party specified. For purposes of this definition, “control” means direct or indirect ownership of more than fifty percent (50%) of the voting interests of the subject entity.

When we refer to the “Services” in these Terms, we mean all products and services that are (a) made available by us (or by our Affiliates) to you, including, without limitation, products and services that are provided on an experimental or limited-duration basis or otherwise are provided free of charge to Account Owner (as defined below) or (b) ordered by Account Owner under a Service Request Form (as defined below) and accepted by us (“Platform Subscription”). The Services include products and services that are provided on The Materialx Platform, including some or all of its various associated functionalities and sub-components. For the avoidance of doubt, the term “Services” as used herein includes the relevant functionalities of The Materialx Platform.

“Account” means an account to use the Services for the business purposes of Account Owner or Account Owner’s Organization (as defined below).

“Account Owner” is the person, company or other entity (“Organization”) that has purchased a Platform Subscription.

“Applicable Law” means, with respect to any individual or entity, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted,

adopted, promulgated or applied by a governmental authority that is binding upon or applicable to such individual or entity. For clarity, “Applicable Law” as used herein includes “know your customer,” anti-money laundering, anti-bribery, and anti-corruption rules and regulations (including the U.S. Foreign Corrupt Practices Act of 1977 (as amended) and the UK Bribery Act of 2010) and the economic sanctions rules and regulations administered by the U.S. Treasury Department’s Office of Foreign Assets Control.

“Authorized Users” means persons who are authorized by Account Owner to use the Services. By way of example, Authorized Users may include an employee, contractor, consultant, or other personnel of Account Owner; Authorized Users may also include a counter-party in a Transaction (as defined below), and such counter-party’s employees, contractors, consultants, or other personnel. If authorized by the Account Owner to do so, some Authorized Users can invite another person to be an Authorized User, but in each case, any such invitee must be authorized by Account Owner to be deemed an “Authorized User” under these Terms.

“The Materialx Platform” is a software platform developed and owned by us.

“Transaction” means the offer, sale, and/or purchase of physical commodities and raw materials and related transactions engaged in by Authorized Users through the Services.

These Terms are between you and N-Alpha and are in effect for the duration during which your Account (or any Account that you have been invited to join pursuant to these Terms), is active and has you listed as an Account Owner or as an Authorized User. If Account Owner is creating an Account in order to use the Services on behalf of an Organization, then Account Owner is representing to us that Account Owner has the authority from the Organization to create the Account and that the Organization will be bound by these Terms.

It is possible that Account Owner or an Authorized User may Accept these Terms on behalf of an Organization that has a separate written agreement that previously has been negotiated and executed with us covering the use of the Services. If any conflict arises between these Terms and terms and conditions of any specific written agreement that has been negotiated and executed between us and the Organization, the terms of such written agreement shall prevail, solely with respect to, and to the extent of, any such conflict and the applicable Services covered by such separate written agreement.

You understand and agree that all Services are intended for commercial use only, and that the Services are not offered for personal, family, or household purposes. You also understand and agree that no aspect of the Services (including any information or other content provided through the Services) should be regarded as providing any recommendation or other form of advice to you about whether to pursue any investment, consummate any commercial transaction, or otherwise enter into any Transaction. You are solely responsible for assessing risks associated with evaluating, engaging in, executing, and fulfilling any Transaction or otherwise making any decisions based on any information, materials or functions available through the Services. You expressly represent and warrant to us that you have consulted with (or had the opportunity to consult with) your own legal and other advisors with respect to engaging in any Transactions and these Terms.

1. Grant of License, Duration, and Updates to Terms

1.1 Grant of License. In exchange for the undertakings by you herein, N-Alpha grants to you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Services for the limited purpose of offering, reviewing, evaluating, negotiating, engaging in, executing, and fulfilling Transactions (the “Licensed Activities”). For clarity, the foregoing license only authorizes you to engage in those aspects of the Licensed Activities relevant to your applicable role in a Transaction as authorized by the Account Owner. The roles of Authorized Users and the nature and scope of the Licensed Activities they may each engage in with respect to any Transactions shall be determined solely by the Account Owner. By way of example, certain Authorized Users may be authorized by the Account Owner to engage in activities as a buyer or seller in a Transaction, including making inquiries about availability of products, and making sales offers (“Transactional Users”), while others may be authorized to engage in administrative, support, or logistics-related activities of a Transaction (“Administrative Users”). For clarity, the foregoing license only grants you the right to engage in those aspects of the Licensed Activities relevant to your applicable role (e.g., as a Transactional User or an Administrative User) in a Transaction as authorized by the Account Owner.

1.2 Duration. These Terms, as presently stated (and as may be updated from time to time), commence when you Accept them and continue until terminated in accordance with Section 4.2 (*Termination of Services*).

1.3 Updates to Terms. We may update these Terms periodically in order to address changes of circumstances, such as technology changes, changes of law, or otherwise. Except as otherwise specified by us, updates will be effective and binding upon the Effective Date indicated at the top of the updated version of these Terms. The updated version of these Terms will supersede all prior versions. We will provide you by email (or other similar electronic communication method) or on The Materialx Platform itself prior written notice of any updates reasonably in advance of the Effective Date of any updated version of these Terms. An updated version of these Terms will be available at www.n-alpha.com/legal/materialx/sales-engine/terms-of-service. Your continued use of the Services on or after the date of the updated version of these Terms is effective, is binding, and constitutes that you Accept such updated version of these Terms. If you do not agree to the updated version of these Terms, you must stop using the services immediately. Except as otherwise described in this Section 1.3, or to the extent we have a separate agreement with your Organization, these Terms may not be modified or amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify these Terms.

2. Electronic Communications, Account Set-up, and Notices

2.1 Electronic Communications. When you use the Services, you may be communicating with us electronically. You agree to communicate electronically (e.g., via emails, chat functions, or the like) and that you can, and are, expected to retain copies of such electronic communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2.2 Account Set-up. We require Account Owner to create an Account to use the Services, for the business purposes of Account Owner or Account Owner’s Organization, by completing a Service Request Form (as defined below) which upon acceptance by us facilitates a Platform Subscription. We will ask Account Owner to provide contact information for all Authorized Users invited to join the Account and use the Services. When creating the Account, Account Owner must provide true, accurate, current, and complete

information about Account Owner and each then-applicable Authorized User. Account Owner must keep that information true, accurate, current, and complete after Account Owner creates the Account as new Authorized Users are approved by Account Owner, or as information about Account Owner or Authorized Users may change. If Account Owner breaches these Terms, including, without limitation, payment obligations as defined in Section 6 (*Subscription, Fees, and Payments*), Account Owner is strictly prohibited from creating new Accounts, adding new Authorized Users or subscribing to new Services until Account Owner remedies such breach in full. If Account Owner fails to comply with the obligations of Account Owner under this Section 2.2, at our sole discretion we may treat such failure as a material breach of these Terms subject to suspension or termination under Section 4 (*Suspension or Termination of Services*).

2.3 Notices. Any notices to us under these Terms must be provided via email to info@n-alpha.com. Notices to you under these Terms will be provided via email to the email addresses Account Owner designates via the Account and any email addresses otherwise provided by you upon our written request.

3. Responsibilities and Obligations of Parties

3.1 Our Responsibilities and Obligations. We will, in accordance with these Terms and subject to your compliance with these Terms, (a) use commercially reasonable efforts to make available to you the Services according to a mutually agreed-upon fee arrangement between N-Alpha and Account Owner that we document together with Account Owner in a form (“Service Request Form”); (b) comply, in all material respects, with each of our policies (including our Privacy and Data Protection Policy, which is located at www.n-alpha.com/legal/privacy-policy) for the Services that are in effect, each of which may be updated from time to time; (c) provide the Services in accordance with laws applicable to our providing Services to our customers generally (i.e., without regard for your particular use of the Services), subject to your use of the Services in accordance with these Terms and any applicable Service Request Form(s); (d) employ commercially reasonable cybersecurity measures; and (e) use commercially reasonable efforts to provide you with applicable support for the Services. All pricing and settlements are defined and agreed to by the relevant parties to each Transaction, and neither N-Alpha nor any of its Affiliates will have any responsibility with respect to such pricing or settlements. The Materialx Platform may include features that permit you to perform calculations related to the settlement price for Transactions (“Settlement Price”). The calculations are based on the relevant formula, definitions, settings, related pricing, and other inputs entered by Account Owner or an Authorized User, and other than providing such calculator features or tools, N-Alpha has no involvement in the determination of the Settlement Price.

Without limiting the provisions of Section 8.6 (*Disclaimer*), Section 10 (*Limitation of Liability*) or Section 12.4 (*Force Majeure*), you expressly acknowledge and agree that we shall not be responsible for and shall have no liability in connection with any problem, error, or malfunction relating to Services resulting from (i) your error in the use of the Services; (ii) any performance failure of your systems, equipment or of that of any third-party telecommunications service, internet service provider, data storage service provider, or any other third-party communications or technology provider; or (iii) any other failure or problem not directly and proximately attributable to us, and we shall otherwise have no liability for disruptions arising from events outside of our control. To be clear, any rights in The Materialx Platform or the Services granted to you are limited to those granted in these Terms, and we expressly reserve all other rights.

3.2 Your Responsibilities and Obligations.

(a) You agree to conduct all Licensed Activities in compliance with these Terms and all Applicable Law. As between you and N-Alpha, you are solely responsible for all use of the Services under the Account,

including (i) entering into and performing any obligations under any and all Transactions and (ii) the quality and integrity of any data and other information made available by you through the use of the Services under these Terms (“Customer Data”). You are solely responsible for evaluating all aspects of any and all Transactions you engage in, including the regulatory status, creditworthiness, and desirability of any counterparty to the Transaction or any other relevant third party, and you acknowledge and agree that you are not relying on and will not rely on N-Alpha or any of its Affiliates in connection with such evaluation of information. In addition, Account Owner is solely responsible for conducting any background checks that may be required or desirable or other diligence in evaluating any relevant individuals prior to designating such individuals as Authorized Users. Further, Account Owner is solely responsible for determining which Authorized Users may be Transactional Users and which may be Administrative Users as part of the onboarding process when designating and validating such individuals as Authorized Users in the first instance. For the avoidance of doubt, and without limiting the generality of the provisions in Section 3.2(c), Account Owner shall be bound by and responsible for any Transactions initiated or executed by any of its Transactional Users, and N-Alpha may rely and act upon any instructions or information provided by such Transactional Users without making any further inquiry. Account Owner and each of its Authorized Users shall be jointly and severally liable to N-Alpha for any acts or omissions of such Authorized Users in violation of these Terms.

(b) You shall not (and shall not authorize or assist any third party to) (i) transfer, resell, lease, license, or otherwise make the Services available to (or otherwise use the Services for the benefit of) any third parties (except to make the Services available to all Authorized Users of the Account as permitted under these Terms); (ii) copy, make derivative works of, decompile, reverse engineer, disassemble, apply for a patent or copyright covering, attempt to extract or derive the source code or other code of, modify, or circumvent any security measure of any aspect of the Services, including but not limited to The Materialx Platform or any part thereof; (iii) introduce into The Materialx Platform any virus or other code or routine intended to (x) disrupt or damage The Materialx Platform, (y) alter, damage or delete any content or retrieve or record information about The Materialx Platform, (z) or otherwise perform an act that could otherwise bring The Materialx Platform or N-Alpha into disrepute; and (iv) otherwise act in a fraudulent, malicious, illegal or negligent manner when using the Services.

(c) You are responsible for maintaining the confidentiality and security of all log-in credentials and any other authenticators for accessing the Services. You expressly acknowledge and agree that N-Alpha may rely and act upon any instructions or other Customer Data, or activities conducted under your log-in credentials, without making any further inquiry regardless of the actual identity of the individual communicating such information or conducting such activities. We will not be liable for any loss or damage arising directly or indirectly from any unauthorized use of the Account. Account Owner assumes full responsibility for any and all use, unauthorized use or misuse of the Services by any Authorized Users (and any individuals using any Authorized User’s log-in credentials). You will notify us promptly of any unauthorized access or use of the Services of which you become aware, and provide reasonable cooperation regarding information requests from law enforcement or regulators. Unless and until Account Owner provides us with written notice of an unauthorized use of the Account (per the foregoing), we will rely upon and act in our normal course of business upon any instructions or requests made using the Account.

(d) If you encounter or access any N-Alpha confidential information (“N-Alpha Confidential Information”), which includes but is not limited to source code or other code, routines, sub-routines, algorithms or the like, which are not publicly known as part of general common knowledge, of or related to the Services, whether or not designated as such, you will not disclose such N-Alpha Confidential Information. You will take all reasonable measures to avoid disclosure or unauthorized use of N-Alpha Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature (and shall otherwise comply with the obligations of Section 7.3 (*Confidentiality*) with respect to N-Alpha Confidential Information). You acknowledge and agree to the Privacy and Data Protection Policy of N-Alpha, which can be found at

www.n-alpha.com/legal/privacy-policy. The Services may contain technological copy protection or other security features designed to prevent unauthorized use of the Services, including features to protect against any use of the Services that is prohibited under these Terms. You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to any such copy protection or security features.

4. Suspension or Termination of Services

4.1 Suspension of Services. We may suspend the Services immediately if we, in good faith, determine that (a) you have materially breached any provision of these Terms (including but not limited to Section 8.3 (*Permitted Uses*)); (b) there is an unusual and material spike, increase or other abnormal activity in your use of the Services and that such abnormal activity is consistent with actions that are fraudulent or illegal or is reasonably likely to adversely impact the operating capability of the Services; (c) our provision of the Services is prohibited by Applicable Law; (d) there is any use of the Services by you that in our judgment threatens the security, integrity, or availability of the Services; or (e) information in the Account or other information provided to us by you is untrue, inaccurate, not current or incomplete. Please note that certain misconduct by you may result in an immediate termination of Services. For example, to the extent we determine, in good faith, that you have engaged deliberately in an act of egregious misconduct, we may immediately terminate the Services. In the event of any suspension of Services, Account Owner remains responsible for any unpaid Fees (as defined below). Additionally, as to any suspension or termination, to the extent Account Owner may have paid fees in advance, there will be no refunds to Account Owner.

4.2 Termination of Services

4.2.1 Termination for Convenience. Account Owner may terminate the Account for any reason ahead of the next billing cycle (as described in Section 6.1 (*Fees*)) with a written notice to: info@n-alpha.com. Notwithstanding the preceding sentence, if there is any Service Request Form(s) in effect, and the Service Request Form(s) specifies that it has a particular duration, Account Owner may not terminate these Terms until such Service Request Form(s) has expired or has been terminated in accordance with its terms.

4.2.2 Termination for Material Breach. We may terminate the Services to any Authorized User or the Account in the event Account Owner or any other Authorized User of the Account commits any material breach of these Terms and fails to remedy such material breach within fifteen (15) days of the date we provide written notice of such material breach to Account Owner. For the avoidance of doubt (and without limitation), a breach of Section 8.3 (*Permitted Uses*) will be considered a material breach of these Terms. Account Owner may also terminate these Terms (including all Service Request Form(s)) in the event we commit a material breach of these Terms and fail to remedy such material breach within fifteen (15) days of our receipt of Account Owner's written notice to us of such material breach (such notice to include reasonably sufficient details regarding the nature of any such breach). For avoidance of doubt, to the extent that Account Owner fails to pay any Fees, we may terminate these Terms under Sub-section 6.3.3 (*Consequences of Failure to Pay Fees*) and this Sub-section 4.2.2.

4.2.3 Termination for Insolvency. Subject to Applicable Law, either the Account Owner or N-Alpha may terminate these Terms immediately and close the Account by providing written notice in the event of the

other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

4.2.4 Termination of Platform Subscription. These Terms (and the license granted herein) shall automatically and immediately terminate upon any termination or expiration of the Platform Subscription.

4.3 Exclusion of Liability for Suspension or Termination Grounds. If we suspend or terminate the Services pursuant to Section 4.1 (*Suspension of Services*) for a violation of Section 8.3 (*Permitted Uses*), Section 6.3 (*Fees and Payment Terms*) or other breach by you, we will have no liability for breach of any of these Terms or for any damage, liabilities or losses (including any loss of data) resulting from the suspension or termination, or any other consequences that Account Owner or any Authorized User of the Account may incur in connection with any such suspension or termination.

4.4 Settings and Data Retention. N-Alpha will maintain settings and Customer Data of Account Owner and its Authorized Users for a period of three (3) months after termination and may thereafter delete such information at the discretion of N-Alpha.

4.5 Effect of Termination. Upon termination of these Terms, (a) Account Owner shall (and shall cause all of its Authorized Users to) cease all use of the Services and destroy any N-Alpha Confidential Information in Account Owner's or any of its Authorized User's possession or control and (b) Account Owner shall pay to N-Alpha any and all Fees due through the date of termination. All Authorized Users shall comply with the foregoing in Section 4.5(a) regardless of whether expressly instructed by Account Owner to do so. Suspension or termination of these Terms shall not affect outstanding obligations and responsibilities with regard to any Transactions that have been executed prior to the date of suspension or termination or the entitlement of N-Alpha to any Fees due hereunder or additional remedies provided by law or equity. With respect to any Transactions that have not been settled (e.g., Transactions that are in negotiation and have not been executed) at the time of suspension or termination, you agree to cease any further activity with respect to any such Transaction effective as of the time of suspension or termination. Upon Account Owner's written request, N-Alpha will provide the relevant documentation related to any such Transactions pursuant to Section 4.4 (*Settings and Data Retention*) to allow such Transactions to proceed outside of The Materialx Platform and of these Terms if the relevant parties to such Transaction so desire. N-Alpha will maintain and make available to Account Owner on written request, in a format reasonably acceptable to N-Alpha, Transaction-related data from a closed Account for up to three (3) years after closure.

5. Affiliates

5.1 Our Affiliates. Please be aware that our Affiliates may provide the Services, or a portion thereof, to you in accordance with these Terms and any applicable Service Request Form(s). We will (a) be responsible for the Services that our Affiliates provide and (b) not be relieved of our obligations under these Terms if our Affiliates provide the Services or a portion thereof. We will enforce these Terms relating to the Services that our Affiliates provide.

6. Subscription, Fees, and Payments

6.1 Fees. Account Owner agrees to pay all Fees associated with the Account in accordance with the then-current applicable rates for use of the Services as will be set forth in each applicable Service Request Form. Additionally, we will charge Account Owner, and Account Owner agrees to pay, Fees in accordance with Section 6.3 (*Fees and Payment Terms*).

6.1.1 Billing Cycle. The fees for the Platform Subscription are billed periodically. The first billing cycle commences immediately upon initiating the subscription.

6.1.2 Subscription Changes. Account Owner may add Services (for example, additional Authorized Users or additional information from Third-Party Data Providers (as defined below) to the Platform Subscription during a current billing cycle by filling an appropriate Service Request Form. The Fees owed by Account Owner in the next billing cycle will be according to the updated Platform Subscription. Platform Subscription changes will be reflected in the next billing cycle.

6.1.3 You expressly acknowledge and agree that neither N-Alpha nor any of its Affiliates is a participant of any Transaction (including by virtue of providing The Materialx Platform or any other Services), and that, other than the Platform Subscription for the use of the Services, neither N-Alpha nor any of its Affiliates received any compensation or economic benefit from any Transaction.

6.2 Taxes

6.2.1 Taxes. All Fees are exclusive of any applicable taxes, levies, duties, or other like assessments imposed by any governmental or other regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, withholding, or other taxes (collectively, "Taxes"). Other than our income, employment or property Taxes, Account Owner will pay all Taxes associated with these Terms. If Account Owner is required to withhold any Taxes, Account Owner will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. Account Owner will provide us with proof of payment of any withheld Taxes to the appropriate authority. When invoiced, Taxes will be shown as a separate line item.

6.2.2 Exemption. Following such time when Account Owner properly supports a request for exemption from paying Taxes (e.g., by providing us with a valid exemption certificate via email to info@n-alpha.com), we will no longer assess any Tax against Account Owner. However, if an appropriate authority determines that Account Owner is not exempt from paying any Taxes, Account Owner will promptly pay any such Taxes owing to us, plus any applicable interest or penalties.

6.3 Fees and Payment Terms. Payment obligations are non-cancelable, and fees and Taxes (collectively, "Fees") once paid, are non-refundable. Except as otherwise set forth in the applicable Service Request Form(s) and subject to Section 6.4 (*Payment Disputes*), Account Owner will pay the Fees due under these Terms, in United States Dollars, by bank transfer, credit card, or any other agreed-upon means, subject to the following Sub-sections 6.3.1, 6.3.2 and 6.3.3.

6.3.1 Invoicing Payment Terms. Account Owner will receive an invoice / receipt for every billing cycle via email to the email address designated in the Account.

6.3.2 Credit Card Payment Terms. If a credit card employed by Account Owner declines a charge for the Fees due, we reserve the right to suspend the Services to the Account until the Fees due are paid in full, plus any applicable interest or penalties, or to terminate the Services.

6.3.3 Consequences of Failure to Pay Fees. Subject to Section 6.4 (*Payment Disputes*), if Account Owner fails pay the Fees and to remedy such failure within seven (7) days of the date we provide Account Owner with written notice of the same, we may (a) assess, and Account Owner will pay, a late fee of the lesser of 1.5% per month or the maximum amount allowable by Applicable Law; (b) suspend the Services to the Account until the Fees are paid in full, plus any applicable interest or penalties; and/or (c) terminate the Services.

6.4 Payment Disputes. Account Owner will notify us in writing to info@n-alpha.com within fourteen (14) days of the date Account Owner becomes obligated to pay any Fees that Account Owner wishes to dispute. When Account Owner is disputing any Fees, Account Owner must act reasonably and in good faith, and Account Owner agrees to cooperate with us reasonably, in good faith and diligently to resolve the dispute. We will not charge Account Owner a late fee or suspend or terminate the Services for disputed unpaid Fees, unless Account Owner fails to cooperate with us reasonably, in good faith and diligently.

7. Ownership, Customer and Use Data, and Confidentiality

7.1 Ownership. You expressly acknowledge and agree that The Materialx Platform, the Services, and the N-Alpha Confidential Information constitute valuable intellectual property of N-Alpha and that N-Alpha solely and exclusively owns all rights, title, and interest in and to The Materialx Platform, the Services, and the N-Alpha Confidential Information, including but not limited to inventions, patents, copyright rights, database rights, design rights, trademark rights (e.g., with respect to MATERIALX and N-ALPHA), trade dress, trade secrets, know-how, and other registered and unregistered intellectual property and other proprietary rights subsisting therein and/or relating thereto (all of the foregoing, collectively, the "N-Alpha IP"). For the avoidance of doubt, we also solely and exclusively own and reserve all right, title, and interest in any and all copies and modifications of it (including all updates, releases, versions, and derivative works based thereon), and all datasets (other than datasets provided by a third party, such as Third-Party Data (as defined below)) necessary for its usage. All rights, title and interest in the N-Alpha IP remain in N-Alpha, and no rights are granted to you except for the limited rights expressly granted in these Terms. N-Alpha IP is being licensed, and not sold, to you by N-Alpha for your use under these Terms. N-Alpha reserves all rights not expressly granted to you. N-Alpha grants no license to any intellectual property or other rights of any third party and makes no representation or warranty with respect to any such intellectual property or other third-party rights. As between N-Alpha and Account Owner, Customer Data is owned by Account Owner or by its Authorized Users, as may be the case.

7.2 Access to Use Data. Use data ("Use Data") is data resulting from the use of Services to process Customer Data and includes but is not limited to transaction pricing, quantities, forecasts, outcomes, information about the efficacy of the performance of Services, data upon which Services can model

performance of markets in the future, and data upon which artificial intelligence associated with the Services may perform Services in the future. You grant us and our Affiliates the limited and non-exclusive right to process Customer Data as necessary to create, publish and otherwise use the Use Data, and to provide the Services to you in a manner consistent with these Terms and with our Privacy and Data Protection Policy. Our right to publish or otherwise commercialize the Use Data is subject to the requirement that we do not identify you as a source of the Customer Data from which the Use Data is derived, and that we anonymize, de-identify, and/or aggregate data in the Use Data to an extent such that it would not be possible for a third party, using reasonable means, to directly or indirectly identify you or any natural person. It is understood and agreed that our requirement to anonymize, de-identify, and/or aggregate data in any Use Data we publish will be deemed to be fulfilled if the Use Data is based upon a pool of at least 100 Accounts.

7.3 Confidentiality

7.3.1 Definition. “Confidential Information” means any information or data, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”), that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding disclosure, including, without limitation, Service Request Form(s), Customer Data, unpublished Use Data, security reports and attestations, audit reports, customer lists, pricing, concepts, processes, plans, source code or other code, routines, sub-routines, algorithms or the like, process workflows, designs and other strategies, “know how,” financial, and other business and/or technical information and materials of Disclosing Party and its Affiliates. Confidential Information does not include any information that (a) is publicly available through no breach of these Terms or fault of Receiving Party; (b) was lawfully known by Receiving Party, (and to its knowledge, without any restriction, prior to disclosure by Disclosing Party); (c) was lawfully disclosed to Receiving Party, (and to its knowledge, without any restriction, by another person without breach of rights of Disclosing Party); or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

7.3.2 Use and Disclosure. Except as otherwise authorized in advance by Disclosing Party in writing, or as set forth in these Terms (e.g., as in, and subject to, the requirements of Section 7.2 (*Access to Use Data*)), Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising rights of the Receiving Party or fulfilling its obligations under these Terms or (b) disclose or make Confidential Information of Disclosing Party available to any party, except to its and their respective employees, legal counsel, accountants, contractors, Third-Party Data Providers, and Affiliates (collectively, “Representatives”) who have a “need to know,” and only to the extent as necessary for Receiving Party to exercise its rights or fulfill its obligations under these Terms. Receiving Party is responsible for compliance by its Representatives with this Section 7.3. Representatives must be legally bound to protect Confidential Information of Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section 7.3. Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care.

7.3.3 Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if required to do so because of a regulation, law, subpoena, or court order (collectively, “Compelled

Disclosures”), provided that Receiving Party gives Disclosing Party notice of a Compelled Disclosure (to the extent legally permitted) and a reasonable opportunity to take appropriate measures. Receiving Party will provide reasonable cooperation to Disclosing Party in connection with a Compelled Disclosure at the sole expense of Disclosing Party. Without limiting the generality of the foregoing, you expressly agree not to disclose to any third party (i.e., any individual or entity that is not a party to the relevant Transaction) any non-public information related to the Transaction (whether executed or not) unless required as part of a Compelled Disclosure.

7.3.4 Injunctive Relief. The parties expressly acknowledge and agree that no adequate remedy may exist at law for an actual or threatened breach of this Section 7.3 and that, in the event of an actual or threatened breach of the provisions of this Section 7.3, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief in a court, without waiving any other rights or remedies available to it and without invoking Section 12.6 (*Dispute Resolution*).

7.3.5 Third-Party Data. Data and trademarks used under license from third party data services (“Third Party” or “Third Parties”) may include exchange market data or independent market pricing data (“Third-Party Data”) that may be provided by a Third Party (“Third Party Data Provider”). Each Third-Party Data Provider maintains all rights, title, and interest in its Third-Party Data and the intellectual property rights associated with such Third Party Data. By way of example, all intellectual property rights in data provided by the London Metals Exchange (“LME”) are owned by LME. Third Party Data is provided “as is” and is solely for informational purposes, and not for trading purposes or advice. Third Party has no involvement and accepts no responsibility in connection with the use of Third-Party Data. Publishing Third-Party Data, or otherwise communicating it in the public domain, is forbidden. Onward distribution of Third-Party Data (e.g., whether by publication, broadcast or other dissemination to the public) is not permitted without express permission from the relevant Third-Party Data Provider. If you are interested in obtaining such permission you should contact either the Third-Party Data Provider, N-Alpha at info@n-alpha.com, or both with such a request. You agree to not copy, download, or attempt to extract Third-Party Data. You will indemnify, defend and hold harmless N-Alpha and its Affiliates pursuant to Section 9 (*Indemnification*) from and against any Losses (as defined below) arising as a result of any improper use of Third-Party Data.

7.3.6 Consent to Comply with Third-Party Data Provider Requests. You understand that access to Third-Party Data may be subject to certain claims of proprietary rights by the Third-Party Data Provider and that such Third-Party Data Provider may monitor and audit use of Third-Party Data, including how you use Third-Party Data in your use of the Services. It is possible that a Third-Party Data Provider may request that we identify you and inquire about Third-Party Data usage by you. You consent that N-Alpha may audit your usage of Third-Party Data, and, if requested by a Third-Party Data Provider to provide information regarding such an audit, that we can do so without seeking further consent from you.

8. Representations, Warranties, and Disclaimer

8.1 Customer Data. You represent and warrant that you have all necessary permissions and consents to provide and use the Customer Data in connection with the Services (including authorizing us to use the Customer Data in connection with Use Data) and to receive the Services.

8.2 Services. We represent and warrant that the Services will perform in accordance with commercially reasonable standards and will satisfy our obligations under Section 3.1 (*Our Responsibilities and Obligations*). Services may be unavailable for limited periods due to scheduled maintenance or emergency maintenance (maintenance that is necessary for purposes of maintaining the integrity or operation of the Services). Our sole obligation, and the sole and exclusive remedy to you, in the event of any failure by us to comply with this Section 8.2, will be for us to, at our option, (a) fix any material non-conformity or (b) refund to Account Owner the Fees that Account Owner actually paid on a pro rata basis for the period during which the affected Services do not comply with this Section 8.2.

8.3 Permitted Uses. Account Owner, as well as each Authorized User, represents, warrants, and agrees that you will use the Services solely for lawful purposes, not for any illegal or unlawful purpose, and in compliance with these Terms and all Applicable Law. Without limitation, you also agree that your use of the Services will not violate any law or other mandate that is intended to prevent one or more of corruption, international trade violations, violations of any intellectual property right, money laundering, arms trafficking, drug-trafficking, human trafficking, exploitation of or other harm to minors, dissemination of pornographic material, identity theft, fraud, defamation, civil rights violations, market manipulation, securities violations, counterfeiting, technology export violations, or disclosure of governmentally designated classified information. You also will not use the Services for attempting to gain unauthorized access to, interfere with, or otherwise compromise the operation or security of any computer network or electronic communication system. You will promptly notify us in writing of any actual or potential violation of this Section 8.3, and you will take all appropriate steps to remedy or resolve such violations, including any steps requested by us. You represent that you have obtained and warrant that you will continue to obtain all licenses or other authorizations required to export, re-export, or transfer any technology or products related to your use of the Services outside of the United States or any other applicable jurisdiction. You also represent that you are not on any government prohibited, denied, unverified-party, sanctions, debarment, or exclusion list or export-controlled related restricted party list, including, without limitation, the List of Specially Designated Nationals and Blocked Persons (all of the foregoing, collectively, "Sanctions Lists"). You will immediately discontinue your use of the Services if you are placed on any Sanctions List. You represent and warrant that you have not and covenant that you will not export, re-export, or transfer any technology or products related to your use of the Services outside of the United States or any other applicable jurisdiction to an entity on any Sanctions List without prior authorization from the applicable governmental authority. This obligation survives termination of these Terms. You will not use the Service to conduct any transaction with any third party that has been identified as an entity on a Sanctions List and/or as to whom the United States has prohibited exporting and/or importing of goods and/or services.

8.4 Third-Party Data and Data Subscription Agreements. To the extent that Third-Party Data that requires a subscription ("Data Subscription Agreement") is provided to you on The Materialx Platform, you represent, warrant, and covenant on an ongoing basis throughout the duration of these Terms that only if you have a valid Data Subscription Agreement with each such Third-Party Data Provider, you will be allowed to access Third-Party Data, and that we will have the right to validate and receive supporting documentation that such Data Subscription Agreement exists with each Third-Party Data Provider. If you no longer have in place a current Data Subscription Agreement with a Third-Party Data Provider, you may have its access privileges to such Third-Party Data suspended immediately by us. You understand and agree that we are not responsible for any errors that arise from the Services that are a result of incomplete, delayed, or inaccurate data provided from a Third-Party Data Provider, whether such Third-Party Data has been provided through a Data Subscription Agreement or not. You also understand that

any price quotes may be delayed for a period, such as in instance when delays are mandated by regulations applicable to exchanges or other Third-Party Data Provider. As a result, we do not make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes.

8.5 Authorized User Authority and Assumption of Risk. As an Authorized User, you represent and warrant that you are authorized to use the Services by an Account Owner. You agree that N-Alpha shall have no liability to you beyond any liability owed to the Account Owner that may be allowed under the Platform Subscription AND YOU KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH THE MATERIALX PLATFORM AND ALL OTHER SERVICES, AND YOU WAIVE AND WILL NOT PURSUE ANY CLAIM FOR RELIEF AS A THIRD-PARTY BENEFICIARY OR OTHERWISE UNDER THESE TERMS OR THE PLATFORM SUBSCRIPTION.

8.6 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8 (*REPRESENTATIONS, WARRANTIES AND DISCLAIMER*), THE SERVICES ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS AND WE MAKE NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR OTHER VIOLATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS, TO THE FULLEST EXTENT PERMITTED BY LAW, AND ALL OTHER IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW, TO THE FULLEST EXTENT PERMITTED BY LAW. WE ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO INTERNET AND OTHER THIRD-PARTY TELECOMMUNICATIONS PROVIDERS. YOU ACKNOWLEDGE THAT INTERNET AND OTHER TELECOMMUNICATIONS PROVIDER NETWORKS ARE INHERENTLY INSECURE. ACCORDINGLY, YOU AGREE THAT WE ARE NOT LIABLE FOR ANY CHANGES TO, INTERCEPTION OF, OR LOSS OF CUSTOMER DATA WHILE IN TRANSIT VIA THE INTERNET OR A TELECOMMUNICATIONS PROVIDER NETWORK. WE ADDITIONALLY DISCLAIM ALL WARRANTIES RELATED TO ACTIVITIES BY OR THIRD-PARTY DATA OBTAINED FROM ANY THIRD-PARTY DATA PROVIDERS. THESE TERMS ARE NOT AN OFFER TO SELL ANY PRODUCT.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, N-ALPHA AND ITS AFFILIATES EXPRESSLY DISCLAIM, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR OR IN CONNECTION WITH, (A) ANY OBLIGATIONS (OR FAILURE TO FULFILL ANY OBLIGATIONS, INCLUDING ANY PAYMENT OR DELIVERY OBLIGATIONS) UNDER ANY TRANSACTION (WHETHER SUCH TRANSACTION HAS BEEN EXECUTED OR NOT), OR OTHERWISE ARISING OUT OF OR RELATED TO ANY TRANSACTION, INCLUDING THE ADVISABILITY OF ENTERING INTO ANY TRANSACTION; (B) ANY THIRD-PARTY DATA OR ANY OTHER DATA USED IN CONNECTION WITH THE SERVICES; OR (C) ANY SETTLEMENT PRICE OR CALCULATION THEREOF.

9. Indemnification

9.1 Indemnification by N-Alpha

9.1.1 Scope of Indemnification. N-Alpha will indemnify, defend, and hold Account Owner harmless from and against any claim, demand, suit, or proceeding made or brought against Account Owner by a third party alleging that the structure of our software that underlies our Services (e.g., as it may be embodied in any storage medium) infringes or otherwise violates any third-party intellectual property rights ("Infringement Claim"). N-Alpha will indemnify Account Owner from any damages, liabilities, losses, fines

or penalties imposed by a government or regulatory body, reasonable attorneys' fees, and costs awarded against you or for settlement amounts approved by us (all of the foregoing, collectively, "Losses") for an Infringement Claim falling under this Sub-section 9.1.1.

9.1.2 Infringement Options. If our provision of the Services has become, or in our opinion is likely to become, the subject of any Infringement Claim within the scope of Sub-section 9.1.1 (*Scope of Indemnification*), we may at our option and expense, (a) procure the right to continue providing the Services as set forth in these Terms; (b) modify the Services to make them non-infringing; or (c) if the foregoing options are not reasonably practicable, terminate the Services that are the subject of any Infringement Claim and refund you any unused pre-paid fees.

9.1.3 Limitations Upon Indemnification by N-Alpha. N-Alpha will have no liability or obligation under this Section 9.1 (*Indemnification by N-Alpha*) with respect to any Infringement Claim (a) arising out of steps performed by you in your use of the Services; (b) arising out of your use of the Services in breach of these Terms; (c) arising out of the combination, operation, or use of the Services with other steps, modules, applications, portions of applications, products, or other services not provided by us (collectively, "Additional Features"), where the Services would not by themselves be infringing, and only can be argued as becoming infringing as a result of the Additional Features; or (d) arising from Services for which there is no charge by us to you.

9.2 Indemnification by You. You will indemnify, defend, and hold N-Alpha, our Affiliates, and our respective officers, directors, employees, agents, successors and assigns (collectively, "N-Alpha Indemnified Parties") harmless from and against any Losses arising out of any claim, demand, suit, or proceeding made or brought against an N-Alpha Indemnified Party by a third party alleging or arising out of (a) any Infringement Claim arising from activities identified above in Sub-section 9.1.3 (*Limitations Upon Indemnification by Us*); (b) breach of these Terms by you (including the provisions of Section 3.2 (*Your Responsibilities and Obligations*)); (c) any claims that the Customer Data or your use of any Third Party Data infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights of such third party, including the rights of privacy or publicity (collectively, "Customer Indemnifiable Claims"); or (d) any Transaction.

9.3 Indemnification Conditions. In order to be entitled to indemnification, (a) the indemnified party ("Indemnified Party") needs to notify the indemnifying party ("Indemnifying Party") of any Infringement Claim or Customer Indemnifiable Claim (individually and collectively referred to as a "Claim") promptly in writing (but the failure to do so shall not relieve the Indemnifying Party of any liability hereunder except to the extent the Indemnifying Party has been materially prejudiced from such failure to provide prompt notice); (b) provide the Indemnifying Party the sole and exclusive authority to defend or settle any Claim; and (c) reasonably cooperate with the Indemnifying Party in connection with activities of the Indemnifying Party under this Section 9 (*Indemnification*) at the expense of the Indemnifying Party. The Indemnified Party shall have the right, at its own expense, to participate in the defense of any Claim. Notwithstanding anything to the contrary in this Section 9, the Indemnifying Party will not settle any Claims for which it has an obligation to indemnify pursuant to this Section 9 admitting liability or fault on behalf of the Indemnified Party, nor create any obligation on behalf of Indemnified Party, in each case, without prior written consent of the Indemnified Party, which will not be unreasonably withheld, conditioned, or delayed.

9.4 Indemnified Party Exclusive Remedy. As to any third-party claim that is subject to an indemnification obligation under this Section 9 (*Indemnification*), the Indemnifying Party shall have no liability to the Indemnified Party other than as set forth in this Section 9, and the indemnification hereunder is the sole and exclusive remedy for any such third-party claims.

10. Limitation of Liability

10.1 RELIANCE UPON LIMITATIONS. THE PROVISIONS OF THIS SECTION 10 (*LIMITATION OF LIABILITY*) ALLOCATE THE RISKS PURSUANT TO THESE TERMS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATION SET FORTH IN THIS SECTION 10 AS A MATERIAL CONSIDERATION IN DETERMINING WHETHER TO ENTER INTO OR OTHERWISE ACCEPT THESE TERMS.

10.2 LIMITATION ON INDIRECT, CONSEQUENTIAL, AND RELATED DAMAGES. IN NO EVENT WILL N-ALPHA HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, LOST DATA, BUSINESS INTERRUPTION, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (AND REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED), OR IF A REMEDY OTHERWISE FAILS TO ACHIEVE ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.3 LIMITATION OF LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY OF N-ALPHA ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE AMOUNTS PAID OR PAYABLE BY ACCOUNT OWNER UNDER THESE TERMS FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE, AND REGARDLESS OF THE THEORY OF LIABILITY. THE FOREGOING LIMITATION SHALL NOT APPLY TO N-ALPHA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9.1 (*INDEMNIFICATION BY N-ALPHA*), WHICH SHALL BE CAPPED AT ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD). IF YOU ARE USING THE SERVICES IN YOUR CAPACITY AS AN EMPLOYEE OR AGENT OF AN ORGANIZATION (E.G., A COMPANY ACCOUNT OWNER), YOU AGREE THAT THE CAPS SET FORTH IN THIS PARAGRAPH SHALL REFER TO TOTAL AMOUNTS DUE TO ALL ACCOUNTS WITHIN THE ORGANIZATION, AND THAT YOUR CAP WILL BE REDUCED PROPORTIONATELY WITH THE NUMBER OF OTHER ACCOUNTS WITHIN THE ORGANIZATION SEEKING INDEMNITY. FOR AVOIDANCE OF DOUBT, YOU AND OTHERS WITHIN YOUR ORGANIZATION AGREE THAT CLAIMS FOR INDEMNIFICATION CANNOT BE STACKED SUCH THAT OUR TOTAL AGGREGATED OBLIGATION FOR INDEMNIFICATION TO YOU AND THE OTHERS WITHIN YOUR ORGANIZATION EXCEEDS A TOTAL AGGREGATE AMOUNT OF ONE HUNDRED THOUSAND UNITED STATES DOLLARS (\$100,000.00 USD) FOR ALL CLAIMS MADE OVER THE DURATION OF THESE TERMS.

11. Survival

Upon termination of these Terms, the terms of this Section 11, and the terms of the following Sections will survive (i.e., still apply): Section 6 (*Fees, Taxes and Payments*), Section 7 (*Ownership, Customer and Use Data, and Confidentiality*), Section 8.6 (*Disclaimer*), Section 9 (*Indemnification*), Section 10 (*Limitation of Liability*), and Section 12 (*Miscellaneous*).

12. Miscellaneous

12.1 Relationship. The parties are each independent contractors relative to one another. These Terms do not, in any way, create an employer-employee relationship, a partnership, an agency, a franchise, or a joint venture. Neither party has any authority to commit the other party in any way. Each party is solely responsible for all claims, liabilities, damages, or other obligations of any type arising on account of each of its respective activities, or those of its respective employees and other authorized representatives, in the performance of these Terms.

12.2 Assignment. You (or your Organization, as applicable) may not assign or transfer these Terms (or any rights or obligations hereunder), whether by operation of law, merger, consolidation, sale of all or substantially all of your (or your Organization's, as applicable) assets, stock, or otherwise, without the express prior written consent of N-Alpha. Any attempt to assign or transfer without complying with the terms and conditions of this Section 12.2 shall be void *ab initio* and of no force and effect. N-Alpha may freely assign or otherwise transfer these Terms (including any of our rights or obligations) without need for any consent. Subject to this Section 12.2, these Terms and any applicable Service Request Form(s) will be binding on and inure to the benefit of each party and their successors and assigns.

12.3 No Waivers; Interpretation. No failure or delay by either party in exercising any right or enforcing any provision under these Terms will constitute a waiver of that right, provision, or any other provision. Any waiver must be in writing and signed by each party to be legally binding. Titles and headings of sections of these Terms are for convenience only and will not affect the construction of any provision of these Terms. The headings and subheadings in these Terms are included for convenience and identification only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of these Terms or any provision hereof. All references to Sections shall be deemed references to Sections of these Terms, except as otherwise provided. As used in these Terms, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used in these Terms, the terms "herein," "hereunder" and "hereof" refer to the whole of these Terms; the terms "include," "includes" or "including" shall be deemed to be followed by the words "without limitation;" and "or" is disjunctive but not necessarily exclusive. Any rule of construction or interpretation otherwise requiring these Terms to be construed or interpreted against any party by virtue of the authorship of these Terms shall not apply to the construction and interpretation hereof. Any ambiguities will be clarified in an equitable manner without regard to authorship, and minor errors and misspellings will be corrected to give maximal effect to obvious intent.

12.4 Force Majeure. No failure, delay, or default in performance of any obligation of a party (other than payment obligations) will constitute an event of default or breach of these Terms to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of such party, including action or inaction of governmental, civil, or military authority, fire, strike, lockout, or other labor dispute, epidemic, pandemic, flood, terrorist act, war, riot, theft, earthquake, or other natural disaster. The party affected by such cause will take all reasonable actions to minimize the consequences of such cause.

12.5 Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, that provision will be limited or eliminated to the minimum extent necessary to make it enforceable, and the rest of these Terms will continue in full force and effect.

12.6 Dispute Resolution. If a dispute, claim, or controversy arises from these Terms or a breach, termination, enforcement, interpretation, or validity thereof (other than for disputes, claims, or controversies enforcing the intellectual property of a party) (each, a "Dispute"), senior representatives of each party with settlement authority will engage in good faith negotiations to amicably resolve each such Dispute. If parties are unable to resolve a Dispute within one (1) month after the first request to engage in good-faith negotiations or within such other period as the parties may agree to in writing, then either party may commence a lawsuit in the state or federal courts in Oakland County, Michigan, and you consent to exclusive jurisdiction and venue in these courts. **EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.**

12.7 Governing Law and Venue. Unless unenforceable under Applicable Law, these Terms will be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.

12.8 No Class Actions. Any Disputes between the parties must be brought against each other on an individual basis only. That means neither party can bring a Dispute as a plaintiff or class member in a class action, and each party knowingly and voluntarily waives its right to pursue a class action against the other party. If a court decides that this Section 12.8 is not enforceable or valid, then it will be null and void, but the rest of these Terms will still apply.

12.9 Entire Terms. Except as provided in these Terms and any exhibits or attachments, applicable Service Request Form(s) or other terms incorporated by reference into these Terms, these Terms supersede all prior and contemporaneous proposals, statements, sales materials, and presentations, oral and written. To the extent of any conflict, the parties agree that Section 7.3 (*Confidentiality*) hereby supersedes and prevails over all prior, contemporaneous, and future non-disclosure or confidentiality agreements between the parties in their entirety.