

GRAY_MATTER SYSTEMS, LLC

TERMS AND CONDITIONS OF SERVICES

These Terms and Conditions shall govern the provision of services by Gray Matter Systems, LLC and/or its affiliates (collectively, "**Service Provider**") to purchaser ("**Purchaser**").

1. Acceptance; Entire Agreement. Any order for services by Purchaser shall be subject to acceptance by Service Provider at its principal offices located in Sewickley, Pennsylvania. PURCHASER'S ORDER IS ACCEPTED ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE PROVISIONS OF ANY PURCHASE OR WORK ORDER OR OTHER WRITING WHICH ARE INCONSISTENT HERewith SHALL NOT CONSTITUTE PART OF THESE TERMS AND CONDITIONS. SERVICE PROVIDER'S ACCEPTANCE OF PURCHASER'S ORDER IS SUBJECT TO AND CONDITIONED ON PURCHASER'S ASSENT TO THESE TERMS AND CONDITIONS. Service Provider's written proposal or price quotation ("**Service Provider's Proposal**") and these Terms and Conditions are intended by the parties to be the complete and exclusive agreement of the parties with respect to the subject matter hereof and supersede all prior understandings, representations, warranties or agreements between the parties, whether written or oral. Without limiting the generality of the foregoing, no course of prior dealings, course of performance, course of conduct, community standards, industry standards, customary practices or interpretation, or usage of trade shall be relevant to supplement or explain any terms in these Terms and Conditions. No modification of these Terms and Conditions, whether in whole or in part, will be valid or binding upon Service Provider unless expressly agreed to by Service Provider in writing.

2. Services. The term "services" as used in this agreement means any professional services performed by Service Provider or a subcontractor acting on Service Provider's behalf, together with any software (local or hosted) to which Purchaser subscribes or receives a license in connection with any Service Provider Proposal or Purchaser order. Purchaser will promptly cooperate with and assist Service Provider during Service Provider's performance or provision of the services, including providing all data, computer facilities, access, and other information and resources of Purchaser as Service Provider may reasonably request. Purchaser is solely responsible for providing any materials or equipment and for meeting such conditions as are reasonably necessary for Service Provider to perform or provide any services. Service Provider shall have no liability for any damages arising, in whole or in part, from Purchaser's delay or failure to cooperate with, assist, provide materials or equipment, or meet conditions reasonably necessary for Service Provider to perform or provide any services, and such delay or failure by Purchaser shall not delay the start or suspend the running of any subscription or license term.

3. Prices. The prices for the services shall be as set forth in Service Provider's Proposal, and shall be exclusive of all sales, use, value-added and other similar taxes, if any, all of which are the sole responsibility of Purchaser.

4. Payment Terms. Unless otherwise agreed to by Service Provider in writing, all payments shall be due thirty (30) days from date of invoice. Purchaser shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Service Provider.

Purchaser shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. If the unpaid balance is collected by or through an attorney at law or other licensed

entity, Purchaser agrees to pay Service Provider for all reasonable attorney's fees and/or collection costs.

5. Delivery. Delivery dates in Service Provider's Proposal are estimates only and any delay shall not relieve Purchaser of its obligation to pay for services, and under no circumstances shall Service Provider have any liability whatsoever for any costs, charges or losses sustained or incurred by Purchaser as a result of any such delay. If Service Provider's performance of its obligations is prevented by any act or omission of Purchaser, Service Provider shall not be deemed in breach of its obligations or otherwise liable for any costs, charges or losses sustained or incurred by Purchaser as a result of such prevention. Purchaser shall assume the risk of loss for any products provided in connection with the Services upon delivery to Purchaser's location.

6. Service Provider's Exclusive Warranties.

a. Services Warranty. Service Provider hereby warrants, for the applicable period described in the following sentence (the "**Warranty Period**"), that the services will be performed using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services. The Warranty Period shall be as follows: (i) twelve (12) months for an entire project commencing upon the substantial completion of the statement of work, or for projects where Purchaser receives beneficial use of sub-elements, from Purchaser's beneficial use of said sub-element, whichever occurs sooner, and (ii) for services rendered under the direction of the Purchaser, sixty (60) days commencing upon the date of service.

b. Remedies for Breach of Service Provider's Exclusive Warranties. Purchaser shall provide Service Provider written notice of any breach of any warranty set forth in this Section promptly after Purchaser discovers such breach, and shall give Service Provider a reasonable opportunity after such notice to cure such breach. If services are found to be in breach of the warranty set forth in this Section, then Service Provider shall, in its sole discretion, either (i) re-perform the applicable services or (ii) credit or refund the price paid by Purchaser for such services. THE REMEDIES SET FORTH IN THIS SECTION SHALL BE PURCHASER'S SOLE AND EXCLUSIVE REMEDIES AND SERVICE PROVIDER'S ENTIRE LIABILITY FOR ANY BREACH OF THE EXCLUSIVE WARRANTIES SET FORTH IN THIS SECTION.

7. Disclaimer; No Warranty for Third-Party Products, Software or Cybersecurity Services. THE LIMITED WARRANTIES IDENTIFIED ABOVE ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SERVICES.

IF THE SERVICES INCLUDE ANY THIRD-PARTY PRODUCTS OR SERVICES BEING PROVIDED IN WHOLE OR IN PART BY A THIRD-PARTY, PURCHASER ACKNOWLEDGES THAT ALL SUCH COMPONENTS OR SERVICES ARE WARRANTED ONLY TO THE EXTENT OF THE THIRD-PARTY'S EXPRESS WARRANTIES TO SERVICE PROVIDER.

ALL SOFTWARE AND CYBERSECURITY SERVICES ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS," WITHOUT WARRANTY OR SERVICE LEVEL AGREEMENT OF ANY KIND.

PURCHASER EXPRESSLY ACKNOWLEDGES AND AGREES THAT: (1) SERVICE PROVIDER CANNOT GUARANTEE THAT SOFTWARE OR SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT WILL IDENTIFY, WARN, OR PREVENT THREATS, VULNERABILITIES, OR EXPLOITS OF VULNERABILITIES IN PURCHASER'S SYSTEMS, AND PURCHASER WILL NOT HOLD SERVICE PROVIDER RESPONSIBLE FOR SAME; (2) PURCHASER IS SOLELY RESPONSIBLE FOR EVALUATING WHETHER PURCHASER'S USE, CONSUMPTION, OR ACCEPTANCE OF ANY GOODS OR SERVICES IN CONNECTION WITH OR PURCHASER'S EXERCISE OF ANY RIGHTS GRANTED UNDER THIS AGREEMENT COMPLY WITH APPLICABLE LAWS, INCLUDING THAT PURCHASER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL APPLICABLE CONSENTS AND AUTHORITY NECESSARY FOR SERVICE PROVIDER TO PROVIDE SERVICES, AS APPLICABLE, UNDER THIS AGREEMENT; AND (3) SERVICE PROVIDER'S WARRANTY SHALL NOT EXTEND TO AND SERVICE PROVIDER SHALL NOT BE LIABLE FOR A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION TO THE EXTENT THAT ANY ERROR, DISRUPTION, OR CLAIM OF PURCHASER RESULTS FROM (i) THE ACCIDENT OR NEGLIGENCE OF ANY PARTY OUTSIDE OF SERVICE PROVIDER'S CONTROL, (ii) ISSUES OR INCOMPATIBILITY RELATED TO THIRD-PARTY SOFTWARE, HARDWARE, OR NETWORK INFRASTRUCTURE OUTSIDE OF SERVICE PROVIDER'S DIRECT CONTROL, (iii) DISRUPTIONS TO INFRASTRUCTURE SUCH AS THE ELECTRICAL GRID OR INTERNET, (iv) ATTACKS OF THIRD PARTIES, (v) PURCHASER'S MODIFICATION OF THE SERVICES OR ANY PRODUCTS PROVIDED IN CONNECTION THEREWITH OR (vi) PURCHASER'S USE OF THE SERVICES OR ANY PRODUCTS PROVIDED IN CONNECTION THEREWITH FOR ANY PURPOSE OR IN ANY MANNER OTHER THAN AS INTENDED.

8. Lawful Use; Consent and Authority. Purchaser represents and warrants that Purchaser shall use all services lawfully, including that it owns or has all necessary rights to use the software, hardware, and computer systems on which any services will be performed or installed, and further hereby: (a) consents to and explicitly permits Service Provider to access and process all data and systems necessary for Service Provider to provide the services; (b) confirms Purchaser has obtained or shall be solely responsible for obtaining any consents or authority necessary for Service Provider to provide such services.

9. Indemnification. Subject to the Limitation of Liability set forth herein, Purchaser shall indemnify and hold Service Provider and each of its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from and against any and all judgments, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs and other expenses (including, but not limited to, reasonable attorneys' fees) arising from a third-party claim relating to or resulting from (i) Purchaser's negligence or willful misconduct, or (ii) Purchaser's use or modification of any services supplied by Service Provider to Purchaser. Subject to the Limitation of Liability set forth herein, Service Provider shall indemnify and hold Purchaser and each of its officers, directors, employees, shareholders, affiliates, agents, representatives, successors and assigns harmless from and against any and all judgments, settlements, sums, costs, liabilities, losses, obligations, damages, penalties, fines, costs and other expenses (including, but not limited to, reasonable attorneys' fees) arising from a third-party claim relating to or resulting from Seller's negligence or willful misconduct.

10. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SERVICE PROVIDER FOR THE SERVICES GIVING RISE TO THE CLAIM.

11. Ownership of Creative Work. Service Provider maintains and holds exclusive ownership of and intellectual property rights to any and all applications developed, transmitted and/or delivered as part of services ("**Applications**"). Service Provider grants to Purchaser a limited, non-exclusive, perpetual, and royalty-free license to use the Applications and related documentation in Purchaser's facilities only. Purchaser shall obtain no title, ownership nor any other rights in and to the Applications or related documentation, nor in or to any algorithms, concepts, designs, ideas or other intellectual property incorporated in the Applications or related documentation. Purchaser agrees that it shall not with reproduce, copy or distribute the Applications or related documentation for any purpose without Service Provider's written consent.

12. Non-Solicitation of Service Provider's Personnel. Purchaser agrees, during the term of performance of any services, and for a period of one (1) year after the conclusion of performance of such services, that Purchaser shall not, directly or indirectly, solicit, entice or encourage any person who performed such services on behalf of Service Provider to leave his or her employment or engagement with Service Provider, or engage, or attempt to engage, in any capacity, the services of any such person.

13. Excuse From Performance. Service Provider shall have no liability for any failure or delay in nonperformance if performance is rendered impossible, impracticable or unreasonably burdensome by any event, whether or not foreseen or foreseeable, brought about by any cause other than the willful misconduct of Service Provider, including, without limitation, accidents, breakdowns, riots, war, terrorism, interruptions in or failures of sources or subcontractors to supply materials or equipment, failures in manufacturing processes or equipment, strikes, labor or transportation problems, pandemics, epidemics, fires, explosions, floods or other acts of God, or orders, contracts, priorities, directives, requisitions or requests of the federal or state governments, whether or not voluntarily assumed.

14. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. Assignment. Purchaser may not assign any of its rights, duties or obligations under these Terms and Conditions or any Service Provider Proposal or Purchaser order without Service Provider's prior written consent. Any attempted assignment without Service Provider's written consent, even if by operation of law, shall be null and void. For purposes of clarity, Service Provider may assign to its affiliates or may assign in connection with a corporate restructuring or a merger, sale, or acquisition of Service Provider's equity or assets, its rights, duties, and/or obligations under these Terms and Conditions or any Service Provider Proposal or Purchaser order to without Purchaser's consent, written or otherwise.

16. Controlling Law. All matters arising out of relating to these Terms and Conditions or any Service Provider Proposal or Purchaser order shall be governed by the internal laws of the Commonwealth of Pennsylvania, without regard to any choice or conflicts of law

provisions. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the courts located in Allegheny County, Pennsylvania, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

17. Invalidity or Unenforceability. In the event that any provision of these Terms and Conditions is found invalid or unenforceable, whether in whole or in part, for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law or applicable court decisions. The invalidity or unenforceability of any such provision or part of such provision will not affect the validity or enforceability of the remaining terms and conditions hereof.

18. Waiver. The failure of Service Provider, at any time, to require the performance of any obligation or to assert a right contained herein will not affect either party's right to require such performance or assert such right at any time thereafter; nor shall the waiver of any right or obligation be construed in any way as a waiver of any succeeding breach.