

Updated 9/10/2024

Automation As A Service Agreement

1. Services Provided

This Automation As A Service ("AAAS") agreement is between the person and entity identified on the Innovative Automations Service Description Statement of Work ("SDSOW" or "Service Description") and Innovative Automations, LLC ("Innovative Automations"). By authorizing this Agreement, Innovative Automations agrees to provide Client with the Offerings described in the Service Description, and Client agrees to pay for those Offerings, upon the terms defined in this Agreement, the SDSOW and the authorized Quote.

Client subscribes for an Initial Term as defined in the SDSOW and/or Quote for the Usage Allowance identified in the Innovative Automations SDSOW and/or Quote. The Initial Term commences on the SDSOW or Quote effective date. It is understood that Services provided under this Agreement are limited to those detailed in a SDSOW. Innovative Automations shall not be liable for any Services or Product not explicitly agreed to in the SDSOW.

2. Entire Agreement

This AAAS together with any SDSOWs and authorized Quotes contains the entire agreement (the "Agreement") between the parties regarding the subject matter herein, and supersedes any prior agreements or representations, whether oral or written. No terms, agreement, representation or understanding not specifically contained herein or mutually agreed to and executed SDSOW shall be binding on Innovative Automations. Any terms added by Client to any SDSOW, or any Quote shall be null and void and have no effect on this Agreement unless mutually executed by both parties. If there are conflicts between any documents included in this Agreement, they shall be resolved in the following order of precedence:

- A. This AAAS
- B. The Services Description Statement of Work (SDSOW)
- C. The applicable Quote.

3. Innovative Automations Licensing

Software License Grant. If Client orders Software licenses for installation on Client's premises (including on Client's third-party service provider's cloud service), then as of the applicable Order Date, Innovative Automations hereby grants Client a non-exclusive, limited, revocable, non-transferable and non-sublicenseable license to use the Software only: (a) during the relevant Term, (b) internally for Client's own internal business purposes and not for resale or license to third parties, (c) by up to the authorized Users, (d) subject to any applicable Usage Allowances, and (e) in accordance with any additional Software rights and limitations specified in the SDSOW or Quote.

Software as a Service ("SaaS"). If Client orders SaaS, then Innovative Automations will make available to Client the SaaS on a non-exclusive, limited, revocable, non-transferable and non-sublicenseable basis only: (a) during the relevant Term, (b) internally for Client's own internal purposes and not for resale or license to third parties, (c) by up to the authorized number of Users, (d) subject to any applicable Usage Allowances, and (e) in accordance with any additional SaaS rights and limitations specified in the SDSOW or Quote.

APIs and SDKs. The Software and SaaS may include or require the use of certain application programming interfaces ("API") or software development kits ("SDK"). The end user license agreements that accompany the APIs and SDKs ("EULA"), apply to Client's use of APIs and SDKs. If no EULA accompanies an API or SDK, then Innovative Automations hereby grants to Client a non-exclusive, limited, revocable, non-transferable and non-sublicenseable license to use such API or SDK solely for the purpose of exercising Client's rights granted for the Software and SaaS under the Agreement.

Third Party Software. Any portion of Software provided by Innovative Automations that constitutes third party software, including software provided under a public license, is licensed to Client subject to this Agreement and the terms and conditions of any accompanying software license agreements as provided for in the SDSOW. Certain Software, SaaS or other services may be provided directly by Third Party Partners directly to Client, subject to such Third Party Partner's terms and conditions either as identified in a SDSOW or as agreed directly between Client and the Third Party Partner.

4. Innovative Automations Services

Discovery Services. Innovative Automations will provide the AI and automation discovery services as set forth in the SDSOW. All such SDSOWs will incorporate and be subject to the terms of the AAAS. Client acknowledges that the provision of Discovery Services by Innovative Automations is dependent on Client providing reasonable access to relevant resources, IT infrastructure, data, and providing timely decisions and input in connection with those Discovery Services.

Implementation Services. Innovative Automations will provide the implementation services as set forth in the SDSOW. All such SDSOWs will incorporate and be subject to the terms of the AAAS. Client acknowledges that the provision of Implementation Services by Innovative Automations is dependent on Client providing reasonable access to relevant resources, IT infrastructure, data, and providing timely decisions and input in connection with those Implementation Services.

Automation as a Service and Maintenance Services. Innovative Automations will provide the Automation as a Service and any Maintenance and Support Services for the Software and SaaS ordered by Client pursuant to a SDSOW for the term identified in the SDSOW. Innovative Automations reserves the right, in its sole discretion, to modify, discontinue, add, adapt, or otherwise change the Automation as a Services or Maintenance and Support Services. Automation as a Service and Maintenance and Support Services will terminate upon expiration or termination of the SDSOW Term or upon Client's failure to pay the applicable Fees for Automation as a Service or Maintenance and Support Services when due.

5. Provision of Materials and Services to Innovative Automations

Client agrees to timely furnish, unless stated otherwise herein or in a SDSOW, at its own cost and expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe workspaces for purposes of Innovative Automations or its contracted subcontractors, performing the services. Client will also provide Innovative Automations or its contracted subcontractors, with access to all information, passwords and facilities requested by Innovative Automations that is necessary for Innovative Automations or its contracted subcontractors, to perform the Services. Access granted by Client may be denied for any reason at any time, however if access to information, passwords or facilities is denied, Client understands that Innovative Automations or its contracted subcontractors, may be unable to perform their duties adequately, and Client shall remain liable for all applicable fees, costs, and expenses set forth in the SDSOW and/or Quote.

6. Working Environment

If applicable, Client shall provide a safe and suitable working environment for any Equipment located at Client's facility. Such environment includes, but is not limited to the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of Equipment. Client shall bear the risk of loss of any Equipment located at Client's facility. Should Innovative Automations send an employee, contractor, or subcontractor to perform on-site services for Client, Client shall be liable for providing a safe and secure working environment for such individual or individuals, and will indemnify, defend, and hold Innovative Automations harmless from any failure to do so.

7. Client Data Responsibility

Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of any proprietary data, information or material submitted by Client to Innovative Automations. Client shall not submit any personally identifiable information "PII" or protected health information "PHI", without Innovative Automations prior written consent.

8. Intellectual Property

Innovative Automations Ownership. As between the parties and except for any limited express term based licenses granted to Client under this Agreement, Innovative Automations and its affiliates, as applicable, retain ownership of all right, title and interest, including all related Intellectual Property Rights, in and to any Software, SaaS, Offerings, and Materials including without limitation any created or composed in the course or incident to performance of this Agreement.

Client Ownership. As between the parties and except for any limited express licenses granted to Innovative

Automations under the Agreement, Client retains ownership of all right, title and interest, including all related Intellectual Property Rights, in and to all Client Data.

General Skills. Nothing in the Agreement is intended to prohibit or limit Innovative Automations from using any "skills or knowledge of a general nature" acquired during the course of providing the Services. For purposes of the Agreement, "skills or knowledge of a general nature" includes, without limitation, residual information, information publicly known or that could reasonably have been acquired in similar work performed for another Client, but does not include Client's Confidential Information.

9. Fees and Payment

Fees and Expenses. Client will pay the applicable Fees and any expenses as specified in the SDSOW or Quote in accordance with the Agreement. Unless otherwise specified in the Quote or SDSOW, all payments by Client to Innovative Automations under the Agreement are due and payable within 30 calendar days of the invoice date. All money amounts set forth herein are expressed in, and all payments to be made hereunder will be made in, United States dollars, unless otherwise specified by Innovative Automations. All payments are non-refundable, and all Fees are non-cancellable.

Past Due Amounts. Any amount not paid by the invoice due date will be subject to late charges at the rate of 5 percent (5%) per month or the maximum rate allowed by law from the date of invoice. Such interest will compound daily from the date due until the date paid. If Innovative Automations enlists the services of an attorney or collections agency to collect any amounts due from Client under this Agreement; Client shall be responsible for and agrees to pay all expense related to such collection, including actual collection and attorneys' fees and costs incurred by Innovative Automations or its representatives in enforcing its rights under this Agreement. Client's obligation to pay undisputed amounts due and Innovative Automations' right to all such amounts are absolute and unconditional. Client is not permitted to setoff of such amounts.

Taxes. All Fees are exclusive of any Taxes. Client will pay to Innovative Automations an amount equal to any Taxes arising from or relating to the Agreement, including sales, service, use or value added taxes, which are paid by or are payable by Innovative Automations. If Client is required under any applicable law or regulation to withhold or deduct any portion of the payments due to Innovative Automations, then the sum payable to Innovative Automations will be increased by the amount necessary so that Innovative Automations receives an amount equal to the sum it would have received had Client made no withholdings or deductions.

Verification of Use. Innovative Automations has the right to audit Client's use of any applicable Innovative Automation Offering during the term of the Agreement and for 24 months thereafter. Innovative Automations may only conduct an audit once per 12-month period, and audits will be scheduled at a mutually agreeable time at Client's facilities during normal business hours. Client will provide Innovative Automations and its independent auditors with access to Client's equipment, books, records, and operations at reasonable times, and Client will cooperate in all respects necessary to enable Innovative Automations and its independent auditors to verify Client's compliance with the Agreement. If an audit reveals that Client has failed to pay Fees consistent with its use of the Innovative Automations Offerings, Client will pay Innovative Automations the applicable Fees for the overuse, based on the then-current per-unit rate on the applicable SDSOW, and reimburse Innovative Automations for all reasonable costs and expenses incurred by Innovative Automations in connection with that audit.

Suspension. Innovative Automations reserves the right to suspend access to, and provision of, the Innovative Automations Offerings provided to Client if: (a) Client is delinquent on any payment obligations for more than 30 days following written notice of late payment; (b) Innovative Automations reasonably believes that suspension of the Innovative Automations Offerings is necessary to comply with the law or requests of governmental entities; or (c) Innovative Automations reasonably determines that Client's use of the Innovative Automations Offerings in violation of this Agreement poses any security or vulnerability risk to Innovative Automations, its other Clients, or the Innovative Automations Offerings. Client is only responsible for Fees during the period of suspension if the underlying cause was Client's breach of the Agreement. Innovative Automations will endeavor to give advance notice of the suspension, to the extent it is able, taking into account the nature of the underlying cause. Innovative Automations will restore access to the suspended Innovative Automations Offerings promptly after the underlying cause of suspension is mitigated.

10. Service Renewals and Rates

This Agreement will automatically renew for successive one year terms at the end of the Initial Term as identified in a SDSOW and any subsequent terms, unless a Termination Notice is sent by either party in writing 60 days prior to the end of the current term. Innovative Automations shall have no liability for services or equipment past the end of Termination.

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The service rates in this Agreement will increase a minimum of 3% and no greater than 10% upon renewal and any subsequent renewals.

11. Help Desk Services & Products Supported

Innovative Automation agrees to use its best efforts to support Client's commercial software packages. If Client uses third party proprietary software, Innovative Automations will work with the third party software vendor to provide the necessary information and access needed to resolve Client's issue and will collaborate with the third-party software vendor as needed. Client agrees to ensure proper licensing is provided at all times including any license necessary for Innovative Automation's access and to provide any approvals to third party software vendors necessary for Innovative Automations to resolve any Client issue with regards to such third party software vendor.

12. Non-Solicitation of Employees

Client acknowledges that Innovative Automations has a substantial investment in its employees and that such employees are subject to Innovative Automations' control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any Innovative Automations employee without first receiving Innovative Automations' written consent. The foregoing restriction shall not apply to hires made from applications to general public postings not specifically targeted at Innovative Automation employees.

If any employee terminates his or her employment with Innovative Automations (regardless of the reason for termination) and is employed by Client (or any affiliate or subsidiary of Client) in any capacity within a 12 month period following the employee's termination of employment with Innovative Automations, Client agrees to immediately pay Innovative Automations, as liquidated damages, an amount equal to 200% of the then current annual salary paid by Innovative Automations to such employee.

13. Reimbursement for Supplies

Innovative Automations may need to purchase spare parts, other equipment, supplies, accessories or software to enable the services under this Agreement. In any such case, Client shall reimburse Innovative Automations for all such costs or expenses incurred for these supplies, including all sales tax where applicable. All purchases will be subject to prior Client approval.

14. Alterations to Offerings

If Client or any agent or vendor of the Client alters any Offerings provided by Innovative Automations without the express written consent of Innovative Automations, Client does so at its own risk and expense. Innovative Automations shall not be liable or responsible for any damage of any nature whatsoever caused as a result of or related to Client's, its agent or its vendor's alteration of any Offerings. Any correction, repair, alteration, or remediation needed as a result of Client's, its agent or vendor's action, will be considered a separate project that will be contained in a separate SDSOW under to this Agreement.

15. Assignment

Client shall not subcontract, assign, subrogate or transfer any interest, obligation or right under this Agreement without prior written consent from Innovative Automations, and any such attempt shall be null and void. Any dissolution, merger, consolidation, reorganization or transfer of a majority of the assets or stock of Client shall constitute an attempted assignment of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

16. Relationship

Innovative Automations provides services to Client hereunder as an independent contractor, and this Agreement shall not be construed as a partnership or joint venture or other business relationship.

17. Logos and Trademarks

Client agrees that Innovative Automations may use the Client's name, logos, trademarks and artwork in marketing material, web sites, trade shows and literature for the purposes of promoting Innovative Automations' own products and services.

18. Insurance

Innovative Automations agrees to maintain sufficient insurance coverage to enable it to comply with applicable law and its performance under this Agreement. Innovative Automations shall provide evidence of such coverage upon Client's request. Client shall secure at its own cost and expense Property Insurance for the equipment that is part of the provisions of this Agreement and any SDSOW. Innovative Automations highly recommends that Client secure and maintain for the duration of this Agreement Cyber Liability Insurance to insure Client's cyber exposures. Specific limits and coverages should be evaluated by a qualified insurance broker or risk manager to determine Client's specific coverage and policy limit requirements. Client shall cause such Cyber Liability Insurance policy to name Innovative Automations as an additional insured. Client shall indemnify and hold Innovative Automations harmless from any damage or liability whatsoever caused by Client's failure to obtain proper property, liability or cyber insurance.

19. Software, Hardware Security

Client understands and agrees that data loss or network failures may occur, whether or not foreseeable. In order to reduce the likelihood of a network failure the Client must maintain, at its own expense, proper security for its computer and information system including software and hardware updates. Client is the solely responsible for implementing, adhering to, and maintaining security standards, policies, and procedures in accordance with its own practices. Client shall indemnify and hold Innovative Automations harmless from any damage or liability related to Client's failure to comply with this provision.

20. Warranty and Disclaimers

Innovative Automations warrants that all work will be performed to the best of its ability and in accordance with reasonable and customary practices prevailing at the time for its business.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. INNOVATIVE AUTOMATIONS DOES NOT WARRANT THAT THE INNOVATIVE AUTOMATION OFFERINGS WILL MEET CLIENT'S NEEDS OR REQUIREMENTS OR THAT THE PROVISION OF THE INNOVATIVE AUTOMATIONS OFFERINGS WILL BE UNINTERRUPTED, AVAILABLE AT ANY PARTICULAR TIME, OR ERROR-FREE. FURTHER, INNOVATIVE AUTOMATIONS DOES NOT WARRANT THAT ALL ERRORS IN THE INNOTIAVIE OFFERINGS ARE CORRECTABLE OR WILL BE CORRECTED.

Client Responsibility and Warranty. AI or robotic process automation ("RPA") tools are not substitutes for independent professional judgment and testing the safety, accuracy, completeness, and validity of results. Innovative Automations is not liable for results or actions suggested by the AI or RPA tools, results generated by the Software, SaaS, any Offering, or the decisions made by users based on those results or suggestions. Client, and not Innovative Automations, is solely responsible for the accuracy and completeness of the data submitted, and for establishing independent test and verification guidelines to test the reliability and accuracy of the output, results, or recommended actions of the AI or RPA tools, Software, SaaS, or any other Offering. Further, Client represents and warrants that Client (i) has the legal right to share any Client Data with Innovative Automation or Third Party Partners, for the intended purpose described in any SDSOW, and (ii) is responsible for compliance with all applicable laws and regulations related to the Client Data and its use pursuant to this Agreement and any SDSOW.

21. Limitations of Liability

Limitation on Liability. EXCEPT AS PROVIDED BELOW AND FOR FEES DUE BUT UNPAID, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT FOR THE OFFERING GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH LIABILITY OCCURRED. THE LIMITATIONS CONTAINED IN THIS SECTION 21 APPLY IN SPITE OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. THIS IS AN AGGREGATE LIMITATION AND MULTIPLE CLAIMS WILL NOT EXPAND IT.

Exclusion of Consequential and Related Damages. EXCEPT AS PROVIDED BELOW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, DATA OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT,

TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN SPITE OF ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

Exclusions to Limitations. NOTWITHSTANDING THE LIMITATIONS SET FORTH ABOVE, IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER PARTY BE LIMITED FOR (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 22, (B) CUSTOMER'S BREACH OF THE LICENSE GRANT(S) OR RESTRICTIONS IN SECTIONS 3, OR (C) CLAIMS ARISING OUT OF EITHER PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

Automation tools such as AI algorithms and robotic process automation functionality are not substitutes for independent professional judgment and testing the safety, accuracy, completeness, and validity of results.

Innovative Automation is not liable for results or actions suggested by the automation tools, results generated by the automation tools, or the decisions made by Client and Client users based on those results or suggestions. Users, and not Innovative Automation, are solely responsible for the accuracy and completeness of the data submitted, and for establishing independent test and verification guidelines to test the reliability and accuracy of output of the automation tools, results and recommended actions.

22. Indemnification

Innovative Automations Obligations. Innovative Automations will, at its own cost and expense, defend Client against any cause of action, claim, suit or proceeding (each a "Claim") made or brought against Client by a third party to the extent the Claim alleges that Client's permitted use of the Software or SaaS infringes or misappropriates any copyright, trade secret or any patent issued in the U.S., of a third party, and indemnify Client for any damages finally awarded against Client, or agreed upon by Innovative Automations in settlement, and incidental costs reasonably incurred by Client in connection with the Claim. If a Claim under this Section is brought or threatened, or Innovative Automations believes is likely to occur, Innovative Automations may, at its option, (a) procure for Client the right to use the Software or SaaS, or (b) replace the Software or SaaS with non-infringing products that are functionally equivalent in all material respects, or (c) if neither option (a) nor option (b) can be accomplished despite Innovative Automations' commercially reasonable efforts, then Innovative Automations may terminate the Agreement or any order with respect to such Software or SaaS, as applicable, and upon return or cessation of use of the Software or SaaS, as applicable, issue a pro-rata refund or credit to Client for any prepaid fees corresponding to the remaining agreement term of the Software or SaaS, as applicable, after the date of termination. Innovative Automations will have no liability under the Agreement or otherwise to the extent a Claim is based upon (i) use of the Software in combination with software, hardware or technology that is not reasonably necessary to use the Software and not provided by or specified by Innovative Automations if infringement would have been avoided in the absence of the combination, (ii) modifications to the Software not made by or for Innovative Automations, if infringement would have been avoided by the absence of the modifications, (iii) Innovative Automations use of any Client Data or any other Client-provided material in accordance with the Agreement; (iv) Client's use of the Software or SaaS in violation of the Agreement; (v) Innovative Automations compliance with a Client-provided specification or instruction or (vi) use of any version other than a current release of the Software, if infringement would have been avoided by use of a current release made available to Client.

Client Obligations. Client will, at its own cost and expense, defend Innovative Automations against any Claim made or brought against Innovative Automations by a third party, arising out of or attributable to (a) Client Data or any other materials provided by Client hereunder, or (b) any decision or action taken by Client, its agents or vendors based on the services or automation tools, or results generated by their use, and indemnify Innovative Automations for any damages finally awarded against Innovative Automations, or agreed upon by Client in settlement, and incidental costs reasonably incurred by Innovative Automations in connection with the Claim.

Indemnity Process. The indemnified party must (a) notify the indemnifying party promptly in writing of the Claim, setting forth in reasonable detail the facts and circumstances surrounding the Claim; (b) give the indemnifying party sole control of the defense of the Claim and any related settlement negotiations, including not making any admission of liability or take any other action that limits the ability of the indemnifying party to defend the Claim; and (c) cooperating and, at the indemnifying party's request and expense, assisting in such defense. However, the indemnifying party shall not settle any Claim without the indemnified party's prior written consent, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases the indemnified party of all liability, and imposes no obligations or restrictions on the indemnified party. The indemnified party may engage counsel of its choice at its own expense.

23. Client Warranty - Software Licensing & Compliance with Law

Client warrants that all software it provides to Innovative Automations for installation, configuration or use in any way, has been legally obtained and is properly licensed. Client further warrants that it has legally purchased sufficient number of copies of such software and that it has not violated any licensing agreement or applicable law.

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Innovative Automations has no knowledge regarding licensing of software provided to Innovative Automations by Client and the Client indemnifies Innovative Automations for any damage or harm caused by installation, configuration or use of such software. Client understands and acknowledges that Client is solely responsible and liable for all software licensing compliance and compliance with all laws applicable to Client's business.

24. Termination

Client may terminate this Agreement or a specific SDSOW for cause if Innovative Automations materially breaches this Agreement and fails to cure such material breach within fifteen (15) days after receipt of written Notice from Client.

If Client terminates this Agreement or any SDSOW or Quote before the end of the Initial Term, except during the three month Trial Period under the Satisfaction Guarantee above, no refunds will be awarded and Client agrees to pay for all services rendered up to the date of termination and agrees to pay Early Termination Fees equal to 100% of the MMA prorated for the number of full or partial months remaining in the Term. No other services or products included as part of the Service Components section will continue to be provided i.e., automation tools.

Termination Notices must be sent in writing via the United States Postal Service or other delivery service at least 30 days in advance of the end of the service agreement, postage prepaid, registered, or certified and addressed to the addressee at its main office, as set forth below. This Termination Notice should include: Client name, contact name, telephone #, address, requested termination date, and a formal request for termination. Termination of this Agreement shall likewise operate as a termination of all applicable SDSOW's and Quotes then in effect and be subject to any and all applicable costs, expenses, and/or charges as set forth therein.

Innovative Automations may terminate this Agreement and/or any or all SDSOWs or Quote: (a) if Client fails to pay any applicable fees due for any SDSOW or Quote within ten (10) days after receipt of written notice from Innovative Automations of non-payment; (b) if Client breaches this Agreement or any SDSOW or Quote and fails to cure such breach within fifteen (15) days after receipt of written notice from Innovative Automations; and/or (c) for any reason upon sixty (60) days' written Notice Period to Client. Upon termination of an individual SDSOW and/or Quote, Client will promptly pay Innovative Automations for Services rendered and costs/expenses incurred within ten (10) days of the expiration of the Notice Period.

25. Jurisdiction

This Agreement shall be governed by the state and Federal laws applicable in Missouri, without regards to its conflict of law provisions. Any dispute, claim, or controversy arising out of or relating to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Missouri and the Client irrevocably consents to the exclusive jurisdiction of the courts of Missouri.

26. Force Majeure, Malicious Acts & Terrorism

In no event, including the negligent act or omission on its part, shall Innovative Automations or its contracted subcontractors, whether under this Agreement, an SOW, other Work Order or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of or arose from any failure or malfunction of electrical, mechanical or telecommunications infrastructure and equipment or services, any satellite failure, or from any fire, flood, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God, national or global pandemic or other physical event.

In no event, including the negligent act or omission on its part, shall Innovative Automations, whether under this Agreement, an SDSOW, Quote or otherwise in connection with any of them, be liable in contract, tort, third-party liability, breach of statutory duty or otherwise, in respect of any direct, indirect or consequential losses or expenses, including without limitation loss of anticipated profits, company shut-down, third-party loss or injury, any loss because of a data breach, any loss of personally identifiable or protected information, goodwill, use, market reputation, business receipts or contracts or commercial opportunities, whether or not foreseeable, if such loss was the result of, relates to, or arose from any malicious act, act of terrorism, strike or similar labor action, war, invasion, act of foreign enemy, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, or any action taken in controlling, preventing or suppressing

any of these things, including any such act or series of acts of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including but not limited to the intention to influence any government and/or to put the public in fear for such purposes by using activities perpetrated electronically that are directed towards the destruction, disruption or subversion of communication and information systems, infrastructure, computers, telecommunications or electronic networks and/or its content thereof or sabotage and or threat therefrom.

27. Mutual Non-Disclosure Agreement

The parties agree to the Mutual Non-Disclosure Agreement attached at Exhibit A which is hereby incorporated into this Agreement.

28. Severability

Any provision of this Agreement which is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting in any way the remaining provisions hereof or, to the extent permitted by law, rendering that or any other provision invalid, illegal or unenforceable. Such clause shall be modified to read as closely to the intent of the parties as possible.

29. Amendment

This Agreement, or any SDSOW or Quote may not be amended except by a writing executed by an authorized individual of Innovative Automations.

30. Attorney's Fees and Costs

For any dispute regarding this Agreement, the prevailing party, whether Client or Innovative Automations, shall be entitled to its reasonable attorneys' fees and costs, including such fees and costs incurred in connection with any appeals, in addition to such other relief as may be provided by law.

31. Notice

All notices, requests and communications under this Agreement shall be in writing. Notice shall be deemed to have been given on the date of service if personally served or served by facsimile on the party to whom notice is to be given. If notice is mailed, it shall be deemed to be given within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, it must be mailed by first-class mail, registered or certified, postage prepaid, and addressed to Innovative Automations at the address set out below or to Client at the address provided in the SDSOW or Quote.

Innovative Automations
1015 State Hwy 248 Suite A.
Branson, MO 65616

32. Definitions

"Client Data" means any information, data, data sets, text or other Client content, supplied by Client to a Third Party Partner or Innovative Automations in connection with any Innovative Automation Offering or Third Party Software.

"Fees" means the amounts specified in the Quote or SDSOW as payable for the applicable Offerings, and any other fees due and payable under or in connection with the Agreement.

"SaaS" means the Software provided and made available as software-as-a-service that is as specified in the SDSOW.

"Software" means Innovative Automations' proprietary software product specified in the SDSOW, in object code form, and related user documentation ("Documentation"), owned, developed or licensed by Innovative Automations, and delivered or made available to Client by pursuant to an SDSOW, including any updates, upgrades, or modifications. The Software includes any Innovative Automations or third-party Application Programming Interface (API) and/or Software Development Kit (SDK) provided or made available by Innovative Automations to enable or support Client's licensed use of the Software.

"Materials" means information, know-how, data, data sets, algorithms, software and other computer programs (in source code, object code or any other format), technical information, specifications, models, configuration

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information, methods, procedures, techniques and protocols.

“Offerings” means, collectively, all of the Software, Discovery Services, Automation as a Service, Implementation Services, Maintenance and Support Services, and other products and services as described in an Innovative Automation Quote and any associated SDSOW.

“Statement of Work”, “SDSOW” or “SOW” means one or more statements of work signed by the parties from time to time referencing a Quote that describe the services that Innovative Automations is to perform for Client.

“Taxes” means any form of taxation, levy, duty, charge, contribution or impost of whatever nature and by whatever authority imposed (including any fine, penalty, surcharge or interest), excluding any taxes based solely on the net income of Innovative Automations.

“Usage Allowance” means any usage limits (including the number of users, assets, end user node limits, and server limits), quantities or other parameters specified in the Quote with respect to Client’s licensed use of the Software, SaaS or Third Party Software.

“Users” means the individuals authorized by Client access and use the Software, SaaS or Third Party Software at any one time through the Client’s account under the Agreement, and for whom Client has issued or approved access credentials. Subject to the specific Software or SaaS Services, Client may identify certain Users who will have specific roles or administrative, security and supervisory capacities with respect to the Software, SaaS or Software made available to Client under the Agreement.

“Third Party Partners” means any third parties whose products and services Innovative Automations offers to Client either as a part of an Offering or as a pass through directly to Client.

Mutual Non-Disclosure Agreement (Exhibit B)

Innovative Automations and Client desire to establish a business relationship of mutual interest (the "Business Purpose"). In connection with such discussions and work performed, Innovative Automations and Client recognize that there is a need to disclose to each other certain confidential information to be used only for the Business Purpose and to protect such confidential information from unauthorized use and disclosure.

In consideration of the other party's disclosure of such confidential information, each party agrees as follows:

1. For purposes of this Agreement, "*Confidential Information*" means any technical, business or other information that:

- (i) is disclosed in writing by one party to the other party and is marked "confidential" or "proprietary" at the time of such disclosure;
- (ii) is disclosed orally by one party to the other party, is identified as "confidential" or "proprietary" at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or
- (iii) the receiving party knows or has reason to know under the circumstances such information should be treated as confidential or proprietary.

2. Confidential Information will not include information that:

- (i) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of the receiving party;
- (ii) was known by the receiving party prior to receiving such information from the disclosing party and without restriction as to use or disclosure;
- (iii) is rightfully acquired by the receiving party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or
- (iv) is independently developed by the receiving party without access to or use of any Confidential Information of the disclosing party.

3. Each party agrees:

- (i) to maintain the other party's Confidential Information in strict confidence using no less than a reasonable degree of care;
- (ii) not to disclose such Confidential Information to any third parties; and
- (iii) not to use any such Confidential Information for any purpose except for the Business Purpose.
- (iv) to only disclose the Confidential Information of the other party to its employees and consultants who have a bona fide need to know such Confidential Information for the Business Purpose, but solely to the extent necessary to pursue the Business Purpose and for no other purpose; provided that each such employee and consultant first executes a written agreement (or is otherwise already bound by a written agreement) that contains use and nondisclosure restrictions at least as restrictive as those contained herein.

Nothing contained in this Agreement restricts a party from disclosing the other party's Confidential Information to the extent required by any law regulation or government request; provided that the party required to make such a disclosure uses reasonable efforts to give the other party reasonable advance notice of such required disclosure in order to enable the other party to prevent or limit such disclosure.

4. Upon the disclosing party's request, the receiving party will promptly return or destroy all Confidential Information to the disclosing party including all tangible items and embodiments containing or consisting of the disclosing party's Confidential Information and all copies thereof (including electronic copies). Notwithstanding anything contained herein, the receiving party may retain one copy for archival purposes.

5. All Confidential Information remains the sole and exclusive property of the disclosing party. Each party acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to the receiving party, by license or otherwise, in or to any Confidential Information of the disclosing party, or any patent, copyright or other intellectual property or proprietary rights of the disclosing party, except as specified in this Agreement.