

TERMS AND CONDITIONS

Please read this Software License Agreement (“License”) carefully before using the ADEC software, aspects of which include integrations with third party software applications, such as Libryo Ltd (“Libryo”). After reading the License, you will be required to click “Agree to the Terms and Conditions” before proceeding and to agree to be bound by all the Terms and Conditions stated herein of this License. If you do not agree to the Terms and Conditions, you are not authorized to use ADEC software.

This License is entered into by and between FCS International, Inc. (dba ADEC Innovations, Inc., dba FirstCarbon Solutions, Inc.), a California Corporation (“ADEC” or “Licensor”) for itself and on behalf of Libryo Ltd (“Libryo”) as its agent for this purpose and the party agreeing to these Terms and Conditions, herein after referred to as “you” or “Client”. Upon agreeing to the Terms and Conditions of this License, Client is granted a license to use the ADEC software further defined and identified below as a licensee. This License is effective on the date you agree to the Terms and Conditions.

1. Purpose

- 1.1. ADEC has developed and/or has proprietary rights to certain software applications and services, known as CleanChain™ which are of interest and benefit to Client for use in the course of their business.
- 1.2. This License governs the structure, use, and ownership rights of such software services and applications as between ADEC and Client, as well as any related third party software applications.

2. Software Licensing Definitions

- 2.1. **Client** as used herein refers to the Licensee under this License and shall include Client, Client’s Affiliates, and Users.
- 2.2. **Client Data** means electronic data and information submitted by or for Client to the Services or System or collected and processed by or for Client using the Services or System.
- 2.3. **Compliance Information** means information available for a Formulation’s compliance with a specific industry standard or control list. Compliance Information may include, but is not limited to, accreditation certificates, test reports, and safety data sheets.
- 2.4. **Confidential Information** means all information owned, possessed, or used by ADEC or Client, which is not generally known to the public, that is communicated to, learned, developed, or otherwise acquired by the other party or their employees or agents (a) in the performance of the Services, or (b) through any form of written, verbal, or electronic communication where the party receiving the information knows or should know that such information is confidential. Confidential Information includes, but is not limited to, trade secrets, methodologies, financial data (including costs and price data), personnel information, records, projections, sales and marketing data, technical processes, product designs, or other information regarding business operations, suppliers, customers, or computer systems.
- 2.5. **Content** means the audio and visual information, documents, software, products, and services contained or made available to Client in the course of using the Service or the System, including third party data or other materials made available to Client by ADEC.
- 2.6. **Emergency Maintenance Outage** means downtime of the System or Services outside of a planned outage or maintenance window in order to mitigate an imminent event outside of the reasonable control of ADEC.

- 2.7. **First Response** means the time it takes from Client's report of a problem, incident, or defect using ADEC's issue reporting processes until Client speaks with the appropriate ADEC subject matter expert.
- 2.8. **Intellectual Property Rights** means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how, and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 2.9. **Libryo Content** means all Libryo generated content, materials, text, publications, articles, documents, know-how, files, data and software from time to time contained or comprised in the Compliance Module.
- 2.10. **Libryo Services** means access to the Libryo Content through the Compliance Module on the ADEC software, including the functionality provided and the related products and services.
- 2.11. **License** means these terms of use, and any materials available on any ADEC website specifically incorporated by reference herein, as such materials may be updated by ADEC from time to time in its sole discretion.
- 2.12. **License Administrator(s)** means those Users designated by you who are authorized to administer your use of the Service.
- 2.13. **Licensee** as used herein shall mean "Client" and include Licensee, Licensee's Affiliates, and Subscribers.
- 2.14. **Licensed Products** means collectively Licensed Software and Licensed Content.
- 2.15. **License Term(s)** means the period(s) during which your organization is licensed to use the Service pursuant to this Agreement.
- 2.16. **Linked Data** means Client data that Client elects to share with one or more companies utilizing the System.
- 2.17. **Maintenance Window** means periods of time during which the System may see slowdowns or outages during the specified timeframe to permit ADEC to perform regular maintenance activities.
- 2.18. **Malicious Code** means code, files, scripts, agents, or programs intended to do harm, including for example, viruses, worms, time bombs and Trojan horses.
- 2.19. **Planned Outage** means the System is unavailable for the specified timeframe to permit ADEC to perform regular maintenance activities.
- 2.20. **Resolution Time** means the time it takes from Client's report of a problem, incident, or defect using ADEC's issue reporting processes to the time ADEC implements a workaround, correction, or modification to the System that corrects the problem.
- 2.21. **Service or Services** means the provision, hosting, maintenance, support, and other services, including professional services and data processing, performed by ADEC pursuant to this License in connection with making the System available to Client.
- 2.22. **Software** means the specific edition, suite, application, or module of ADEC's technology identified during the ordering process and developed, operated, and maintained by ADEC, including ancillary online or offline products and services to which Client is being granted access by ADEC under this License, including the Content.
- 2.23. **Supplier** means any company or organization accessing ADEC technology and entering data and information and agreeing to share that data and information with one or more licensees, including Client.
- 2.24. **System** means the Software, Content, forms, reports, associated documentation, ADEC database, and all software, hardware, and systems accessed or utilized by ADEC, in connection with providing access to the Software to Client under this License.
- 2.25. **System Availability** means the degree to which the System is operable and functionality is behaving as designed.
- 2.26. **System Registration** means the process by which data, information, payment, and necessary approvals are collected from the Client in order to provide Client access to the System.
- 2.27. **Term** means the initial term which is determined by the Client during initial System Registration, together with any additional subsequent renewal terms.
- 2.28. **User** means Client's employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Client (or by ADEC at Client's request).

3. System Access Term

- 3.1. **Initial Term.** The term for System access granted pursuant to this License shall commence on the date Client makes payment for access to the System and agrees to the Terms and Conditions herein. The term of this License shall continue for the period of time elected and paid for by Client during System Registration.
- 3.2. **Subsequent Terms.** This License is not automatically renewable. To renew the License for subsequent terms, Client must update its System Registration, select the term for Services, make payment to ADEC, and agree to the Terms and Conditions

at that time. Failure to submit payment to renew or extend the License prior to the expiration of the Initial Term or subsequent terms shall result in an interruption of System access until payment is received.

4. Use of Software and Content/Scope of License

- 4.1. The Software is intended for the uses described and defined during the System Registration process. Client may receive additional Services at the sole discretion of ADEC, including and limited to upgrades to the user interface/experience, functional enhancements, new features, and database modifications.
- 4.2. Users agree NOT to use any of the Content for any purpose that is illicit, prohibited in the User Terms & Conditions, potentially harmful to the rights of third parties, or which may damage, render useless, overload, deteriorate, or impede the normal use of the Content, the computer equipment or the documents, files, or any type of content stored, owned by ADEC, or of other Users.
- 4.3. No warranty expressed or implied is made in connection with this site including, without limitation, merchantability or fitness for a particular purpose. All risk is assumed by the User and ADEC assumes no liability for faulty or inaccurate information. The site may utilize a variety of public and other sources reasonably available to ADEC, as well as third party submittals. ADEC cannot and does not assure, warrant, guarantee, or assume any liability for the correctness, comprehensiveness, timeliness, or completeness of any of such information, nor is the information to be construed as legal advice. Additionally, User specifically assumes all risks associated with information regarding any chemical. ADEC shall not be liable to anyone for any claims, causes of action, suits, damages, losses, costs and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by this report regardless of the acts, errors, omissions, or negligence of ADEC. Any damages shall be limited to the purchase price of the User's Agreement.

5. Data Ownership and Accuracy

- 5.1. ADEC shall provide Client with the means to enter (or have entered) any necessary Client Data into the System. Responsibility for ensuring that the Client Data entered is accurate and reflects Client's requirements lies solely with Client unless otherwise indicated. Client retains ownership of all right, title, and interest in and to the Client Data. Subject to Section 6 regarding Linked Data, Client grants ADEC a license to use the Client Data to perform its obligations in accordance with the terms of this License and to use the data in an aggregated unidentifiable format for benchmarking, research, and data analysis for ADEC and its customers. Client warrants that it may freely transmit all Client Data to ADEC or will obtain all necessary consents to do so.
- 5.2. Client warrants information entered into the system either as Client Data or as Linked Data is accurate and reliable to the best of Client's understanding and knowledge and agrees not to knowingly enter false or inaccurate information into the System. Client understands that ADEC does not guarantee or verify that Data entered into the System by third parties and Users are accurate or reliable and that, while all Users must agree to only enter accurate information into the System, Client understands and agrees that sole reliance upon Linked Data is at Client's own risk.

6. Linked Data

While Client retains ownership at all times of its Client Data provided to ADEC, if Client elects to share Client Data with one or more other companies utilizing the System as Linked Data, then in addition to the rights granted in Section 5 above, Client hereby grants an irrevocable, perpetual, royalty-free, non-exclusive license to all such Linked Data for ADEC to use the Linked Data in connection with this License and the Services and in connection with the provision of services to other ADEC customers and such other companies. Linked Data is limited to the Client Data entered during that period of time in which Client elects to share Client Data with one or more other companies utilizing the system and does not include data prior to that time or after Client stops sharing. Client understands that the Linked Data and Client's identity may remain accessible to the other companies to which the Client agreed to share Linked Data even after Client decides to stop sharing new data, information, or material, and even after the expiration or termination of this License.

- 6.1. Client acknowledges that any and all information Client chooses to enter into the System has the potential to be seen by other users of the System should Client choose to share Client Data at any point. The decision whether to share Linked Data is at the sole discretion and control of the Client and Client agrees that ADEC is not the controller of Client Data. Client authorizes ADEC, the Software, Services, and the System to carry out Client's request to share Linked Data at the time Client gives such direction.
- 6.2. Client further agrees and acknowledges that it is Client's duty to ensure the data it enters into the System and all its uses of the Services comply with all applicable privacy laws. ADEC's privacy policy can be found here (insert document hosting website).

7. Compliance Module Users

- 7.1. **Intended Use.** The Compliance Module is intended for and should be used for general informational purposes only. The information contained in ADEC software and Client's access to it is not provided as and should not be relied upon or construed as legal advice or counsel. Use of this software application and/or the information contained within it does not create or constitute an attorney-client relationship between ADEC and the Client, User, or browser or Libryo and the Client, User, or browser. Client or User should consult with their attorney for legal counsel and advice regarding any specific issues or situations.
- 7.2. **Scope of Services.** ADEC and/or Libryo may, in its/their sole discretion, upon giving 30 (thirty) days advance Notice to Client, remove any state, province, country, or region from the Compliance Module. Less notice may be given in certain cases:
 - 7.2.1. to address an emergency or threat to the security or integrity of Libryo;
 - 7.2.2. to respond to claims, litigation, or loss of license rights related to third party intellectual property rights; or
 - 7.2.3. comply with the law or requests of a government entity.
- 7.3. **Libryo Terms of Use.** Upon agreeing to the Terms and Conditions of this License, you acknowledge and agree that your use of the Libryo Services and Libryo Content is subject to the Libryo Customer Terms and User Terms, which is a separate agreement between you and Libryo, the current versions of which are available at <https://libryo.com/terms/>. The Libryo Customer Terms and User terms are incorporated by reference into this License agreement.
- 7.4. **Intellectual Property/Copyright.** Client acknowledges that Libryo is the owner of all rights of whatever nature in the Libryo intellectual property and that it has no claims of any nature to either the Libryo Content, Libryo Services, or to any element of the Libryo intellectual property or copyrights.
- 7.5. **DISCLAIMER.** This paragraph sets out the basis and scope of Libryo's disclaimer in relation to the provision of the Libryo Content and the Libryo Services. Please read this carefully.
 - 7.5.1. Except as may be expressly stated to the contrary, Libryo gives you no warranty or assurance and all implied conditions, warranties, representations or other terms in relation to the Libryo Services and the Libryo Content are excluded to the maximum extent permitted by law.
 - 7.5.2. You acknowledge and agree that:
 - 7.5.2.1. the Libryo Content is provided for information purposes only and is not intended to be a definitive or complete statement of the law on any given subject;
 - 7.5.2.2. the Libryo Content does not address a Client's or any third party's individual requirements and is not tailored to answer any specific question or set of facts raised by a Client or any third party;
 - 7.5.2.3. any of the Libryo Content may be out of date at any given time;
 - 7.5.2.4. the Libryo Content and Libryo Services may be added to, removed, updated, or otherwise changed at any time without notice to ADEC; and
 - 7.5.2.5. Libryo does not guarantee or give any warranty, representation, or undertaking (whether express or implied) as to the accuracy, currency, or completeness of the Libryo Content.

8. Fees and Payments

- 8.1. **Licensing Fees.** Annual fees related to the System are due and payable in advance of using the System. In addition to access, availability, and maintenance of the System, the Fees include:
 - 8.1.1. Sharing Linked Data with up to a specified number of companies as confirmed by the Client in the System Registration, upgrade, or renewal process;
 - 8.1.2. Access for up to a specified number of users at a single facility as confirmed by the Client in the System Registration, upgrade, or renewal process;
 - 8.1.3. Reports and dashboards; and
 - 8.1.4. Access to formulation database in conjunction with third-party Compliance Information (subject to availability by third-parties).

- 8.2. **Additional Fees.** Additional fees related to System and Services may apply and shall be set forth in a separate written agreement and Service Order. These may include:
- 8.2.1. Configuration fees;
 - 8.2.2. Training fees;
 - 8.2.3. Integration fees;
 - 8.2.4. Request for additional users/sites, reconfiguration of data input, database, calculations, reporting requirements, advanced analytics, business intelligence, and dashboards; and
 - 8.2.5. Fees for other professional, data processing, or software services to be charged on an as-quoted basis.
- 8.3. **Fee Modifications.** ADEC reserves the right to modify its fees and charges, as well as introduce new charges that would take effect upon expiration of the current term or at the time of System Registration or renewal of this License. All pricing terms are confidential, and Client agrees not to disclose them to any third party.
- 8.3.1. **New Functionality Charges:** Client understands that additional functionality or Services requested by Client from ADEC after System Registration or upgrade shall be separately charged to client. ADEC may also offer new functionality that is introduced following execution of this License agreement to Client for an additional fee. Client shall have the sole and absolute discretion to decide whether or not to use the new functionality, and ADEC shall not charge Client for new functionality absent Client's use or communication of a decision to use the new functionality.
 - 8.3.2. **Enhanced Functionality Charges:** ADEC may offer enhancements to existing functionality that is introduced following execution of this License agreement to Client that results in an increase in fees. Client shall be able to use the enhanced functionality for no additional charge until the expiration of the current term. Upon renewal of this License, the System fees will incorporate charges for the enhanced functionality that was introduced during the previous term.
- 8.4. **Payment.** Client will pay the amounts set forth by ADEC on the System ("Fees"). Fees are exclusive of taxes, levies, duties, governmental charges, or expenses, including wire or bank expenses for payment. In addition to the Fees and expenses specified in this License, Client is solely responsible for and will pay (or reimburse ADEC for) all withholding, value added, and sales taxes due, except for taxes on ADEC's income.

9. Suspension of Services

- 9.1. In addition to any other rights granted to ADEC herein, ADEC reserves the right to suspend or terminate this License and Client's access to the System and/or Services if, prior to the end of the current Term, Client does not renew this License by updating its System Registration, submitting payment for additional terms or extension of the License, and agreeing to the applicable Terms and Conditions.
- 9.2. If ADEC initiates termination of this License for violation of these Terms and Conditions, failure to make payment or renew the License, or for other cause, Client will not be refunded any prorated portion of the License Fee from the time of termination until the end of the current Term.
- 9.3. ADEC reserves the right to impose a reconnection fee in the event Services are suspended pursuant to this Section and Client thereafter requests access to the System and/or Services with all previously entered and/or configured Client and Linked Data preserved.
- 9.4. ADEC will have no obligation to retain Client Data or provide access to Linked Data. In addition, any such Client Data may be irretrievable and inaccessible by if Client's account is suspended for thirty (30) days or more.
- 9.5. **Verification.** ADEC may, at its expense, audit Client's use of the System, provided that any such audit shall not materially interfere with Client's business activities. ADEC shall also be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing Client's internal information technology networks and do not materially interfere with Client's use of the System. If an audit reveals that Client has underpaid fees to ADEC, Client shall pay ADEC such underpaid fees and if any such underpayment exceeds five percent (5%) of the amounts due, Client shall pay ADEC the reasonable costs of the audit. If necessary, Client shall cooperate with ADEC to provide passwords and other information necessary for ADEC to conduct such audits.

10. System Access

- 10.1. **Use of System.** ADEC hereby grants to Client a limited, royalty-free, non-exclusive, non-transferable, non-sub-licensable and irrevocable, unless terminated per Section 10 of this License, right to use the System during the Term, solely for Client's own internal business purposes, subject to the terms and conditions of this License. All rights not expressly granted to Client are reserved by ADEC and its licensors. Client may not access the Service for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

11. Term and Termination

- 11.1. **Termination Upon Expiration of Term.** This License will terminate at the end of the Term unless Client renews or extends the License pursuant to Section 3.2. Upon termination, Client will no longer have access to the System.
- 11.2. **Breach of Contract.** Any breach of Client's payment or other obligations or unauthorized use of the System or any Service will be deemed a material breach of this License. In the event that such material breach is incurable or is not remedied within three (3) business days ADEC, in its sole discretion, may withhold Services, documents, or deliverables, terminate Client's password, account, or use of the System or Service and/or terminate this License. If termination of the License is the result of a material breach by Client, Client agrees and acknowledges that ADEC has no obligation to retain or provide Client access to the Client Data. Client shall be responsible for any consequential damages related to said breach.
- 11.3. **Effect of Termination.** Upon termination for any reason, Client shall cease all use of the System and Client shall be entitled to receive an electronic copy of the Client Data it has input into the System; provided, however, the license granted to ADEC in Section 5 above shall survive the expiration or termination of this License. ADEC will also provide all documentation and deliverables that have been completed and paid for until the date of Termination. Sections 1, 6, 7, 10-13, 16-21, and 23-25 will survive the expiration or termination of this License.

12. Limitations and Restrictions

The System and Services include confidential and proprietary information. Client shall not disclose, provide, or use, directly or indirectly, any of the System or Services or any portion thereof to or in connection with any other party.

- 12.1. **Limitations.** Client shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service, System, or the Content in any way; (ii) modify or make derivative works based upon the Service, System, or the Content; (iii) create Internet "links" to the Service or the System or "frame" or "mirror" any Content on any other server or wireless or Internet-based device without express written agreement by both Parties; or (iv) reverse engineer, access, or provide access to the Service or System, including in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions, or graphics of the Service or System, or (c) copy any ideas, features, functions, or graphics of the Service or System.
- 12.2. **Password Protection.** Client agrees to maintain the privacy of usernames and passwords associated with ADEC Services and the System. Client is fully responsible for all activities that occur under License's password or Internet account, including all User accounts, and will cooperate with ADEC in the enforcement of this License against all Users. Client will implement reasonable controls to ensure that the System is only accessed and used by the then-currently authorized Users and to ensure that each User's access to and use of the System is in compliance with the terms of this License. Client agrees to immediately contact ADEC as soon as it becomes aware of any unauthorized use of Client's or a User's password or account or any other breach of security. In any case, said notification shall not be later than 24 hours after Client has knowledge of or should have known of such unauthorized use or breach. Client shall be solely liable for any fines levied against ADEC by data protection authorities or damages incurred by Client or any third party arising from Client's failure to comply with this section. ADEC will have the right to immediately discontinue a User's access to and use of the System if such User breaches the terms of this License or otherwise impedes or disrupts any third party's use of the System. Where reasonably possible, ADEC will deliver notice to Client of the termination of a User's access to and use of the System.
- 12.3. **Reservation of Rights**
- 12.3.1. Subject to the limited rights expressly granted hereunder, all software and products licensed or made available to Client hereunder are the licensed and/or owned property of and embody the proprietary trade secret technology of ADEC and/or its licensor(s) and are protected by copyright laws, international copyright treaties, as well as other intellectual property laws, that among other things, prohibit the unauthorized use and copying of any ADEC products. Client receives no rights to any ADEC products or intellectual property of ADEC or its licensors, except as expressly stated herein.

- 12.3.2. Certain of the Content is provided to ADEC by third parties and Client may have access to such Content through the use of the System, it being understood that Client's access to certain Content may change during the Term, including if ADEC no longer has the right to use and distribute Content.

13. Training and Implementation of Services

All training and implementation of services shall be provided under the terms of a separate written agreement or Service Order. To the extent any additional services are requested by Client and not otherwise covered in a written agreement, Client will be charged at ADEC's current rate plus all reasonable travel, lodging, and meal expenses.

14. Other Services

Any other services including, but not limited to, data management, processing, and/or professional/technical consulting services shall be provided under the terms of a separate written agreement or Service Order. To the extent any additional services are requested by Client and not otherwise covered in a written agreement, Client will be charged at ADEC's current rate plus all reasonable travel, lodging, and meal expenses. In absence of such a Service Order, Client acknowledges and agrees that ADEC is not providing any consulting, management, or advisory services to Client, legal or otherwise, in connection with the System, Client Data, or otherwise, including with respect to the input of data, the accuracy of the data, its evaluation, or its compilation for internal or external reporting purposes.

15. Maintenance and Support

- 15.1. **Scope of Maintenance.** ADEC is responsible for the operation, maintenance, and management of the System.
- 15.2. **Monitoring of System and Services.** ADEC shall provide 24-hours per day, 7 days per week, 365 days per year monitoring of critical computing infrastructure, and related software services within the hosting environment.
- 15.3. **Maintenance.** ADEC will provide regular and ongoing maintenance of the System to correct bugs or other errors in the System. Maintenance will be scheduled so as to cause as minimal interference with Client usage as reasonably as possible. During the Maintenance Window, Client may experience slowdowns or outages. Reasonable efforts will be made to complete maintenance within the designated Maintenance Window.
- 15.3.1. **Planned Outage.** ADEC will perform regular maintenance which will at times require Planned Outage of the System. Minimum 24 hours notice will be provided to Client of any such Planned Outage and ADEC will use reasonable efforts to schedule such maintenance activities outside of the majority of Client's business hours.
- 15.3.2. **Emergency Outage.** ADEC may need to perform an Emergency Maintenance Outage for System maintenance. ADEC will use commercially reasonable efforts to notify Client prior to any such Emergency Maintenance Outage or as soon as reasonably possible after beginning an Emergency Maintenance Outage.
- 15.3.3. **Client Notification.** Client shall notify ADEC immediately of any unexpected outages or system malfunctions. ADEC shall provide a First Response to Client to assess the problem and provide a Resolution Time estimate for resolution of the issue.
- 15.3.4. **Technical Support.** Technical support not otherwise contemplated in this License may incur additional fees. ADEC shall provide a reasonable assessment of such fees to Client prior to completion of support services.
- 15.4. **Warranties.** ADEC warrants that it will provide 99% System availability as measured on a monthly basis, excluding any System maintenance or force majeure events that result in the System not being available to any User, as measured and monitored from ADEC facilities. The System Availability measure shall not include interruptions caused by Client's equipment, local area network, Client caused interruptions, internet system providers, or interruptions caused by any third parties.
- 15.5. **Internet Delays.** The System and ADEC Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications out of ADEC's control. ADEC is not responsible for any delays, delivery failures, or other damage resulting from such problems and any unavailability of the System due to any of the foregoing will not count against the System availability warranty set forth above.
- 15.6. **Errors.** Under no circumstances does ADEC warrant or represent that all System errors or bugs can or will be corrected.

- 15.7. **Client Obligations.** ADEC's ability to fulfill its support obligations is conditioned upon Client (a) promptly providing all relevant information necessary for ADEC to respond to a support request; (b) providing all relevant Information and any additional requested information and documentation necessary for ADEC to reproduce the error; (c) designation of primary and secondary contacts (along with afterhours contact Information for such people) who have been trained on the System and who can provide ADEC with all requested information; (d) submission of support requests promptly in response to a System error; (e) using commercially reasonable efforts to diagnose and resolve problems in the operation of the Client's interface to the System prior to contacting ADEC for support; (f) using commercially reasonable efforts to confirm that reported problems are not due to Client's system or third-party system; (g) consultation of ADEC documentation before submitting requests; and (h) providing ADEC with remote access to Client's systems.
- 15.8. **Out-of-Scope.** If ADEC determines that a reported problem is not a System error, ADEC will Inform Client and work with Client to attempt to identify the problem. For problems not solely caused by ADEC or problems that are not System errors, including problems caused by Client's or third party equipment or environment, then ADEC may charge Client reasonable fees for services performed to diagnose and efforts to repair such problem. Without limiting the foregoing, the following support services are outside the scope of ADEC's support obligations: (a) support provided outside of mutually agreed upon business hours or timeframes; (b) support which becomes necessary due to failure of computer hardware, equipment, or programs not provided by ADEC, negligence of Client, error by Client in operation of the System, or improper modification or use of hardware or software by Client; (c) maintenance and support of hardware, software programs, or data connections owned, operated, or developed by Client; and/or (d) development, customization, coding, installation, integration, consulting, and training.
- 15.9. **EXCLUSIONS.** Notwithstanding any other provisions of this License, ADEC shall not be responsible for any failure to meet the service level or support commitments set forth above if such failure is due to:
- 15.9.1. Client acts or omissions, including any Client misuse or abuse of the System or use in violation of the License;
 - 15.9.2. Any force majeure event;
 - 15.9.3. Third party or Client software, content, or services;
 - 15.9.4. Viruses not prevented by ADEC's application of industry standard anti-virus software;
 - 15.9.5. Client's or any User's violation of the License;
 - 15.9.6. Malicious attacks on the System not prevented by ADEC's application of industry standard intrusion prevention software;
 - 15.9.7. An increase in System utilization by Client beyond the agreed upon and paid for hosting capacity.
- 15.10. **Sole Remedy.** The foregoing constitutes Client's sole and exclusive remedy and ADEC's entire liability for System downtime.

16. Intellectual Property Rights

Without limiting the generality of the provisions included in the License, ADEC shall at all times solely and exclusively own all rights, title, and interest in and to the System and Content and any and all improvements, enhancements, derivative works and extensions thereof, and all intellectual property rights therein. Client shall not remove, modify, or obscure any ADEC or other copyright, trademark, and other proprietary notices affixed to or displayed on the System, and shall not allow any third party to take any such action. The site contents are proprietary to ADEC, and contain copyrighted material and trademarks of ADEC. All other trademarks used herein are the property of their respective owners. All rights of ADEC as to intellectual property are reserved.

17. Ownership

ADEC warrants and represents that: (a) ADEC has the full and unrestricted right, power and authority to enter into this License and to perform its obligations in accordance with the terms of this License; (b) ADEC has all right, title, and interest in the Licensed Products and in all related copyrights and other intellectual property rights, and that ADEC has the right to license the Licensed Products to Client for use in accordance with the terms of this License; (c) no portion of the Licensed Products infringes upon any copyright, trademark, trade secret, patent, right of publicity, or right of privacy of a third party or otherwise violates the rights of any third party; (d) that Licensor's performance of services and grant of licenses under this License will not violate any agreement to which ADEC is a party or any applicable law, rule or regulation; and (e) ADEC has given no commissions, payments, gifts, kickbacks, lavish or extensive entertainment, or other things of value to any employee or agent of Client or of an Affiliate in connection with this License.

18. Disclaimer

EXCEPT FOR THE WARRANTIES STATED HEREIN, THE SYSTEM AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND LICENSEE'S USE OF THE SYSTEM AND SERVICES IS SOLELY AT LICENSEE'S OWN RISK. ADEC DOES NOT WARRANT THAT THE SYSTEM OR SERVICES WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ADEC DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SYSTEM, THE SERVICES OR OTHERWISE RELATED TO THIS LICENSE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

19. Limitation of Liability

EXCLUDING THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS, OR DAMAGES ARISING FROM OR OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM (OR THE AMOUNT PAID FOR THE INITIAL TERM IF DURING THE INITIAL TERM). EXCLUDING THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS, OR DAMAGES ARISING FROM OR OUT OF A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SYSTEM OR THE SERVICES INCLUDING, BUT NOT LIMITED TO, THE USE OR INABILITY TO USE THE SYSTEM, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SYSTEM, OR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Governmental Matters

- 20.1. **Governmental Approval or Registration.** If this License or any associated transaction is required by the law of any nation and/or locality to be either approved or registered with any governmental agency, Client shall assume all legal obligations to do so. Client shall notify ADEC if it becomes aware that this License is subject to a United States or foreign government reporting or approval requirement. Client shall make all necessary filings and pay all costs including fees, penalties, and all other out-of-pocket costs associated with such reporting or approval process.
- 20.2. **Export Control Laws.** Client shall observe all applicable United States and foreign laws with respect to the use of the System and the transfer of related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations and the Export Administration Regulations.
- 20.3. **Data Privacy Laws.** Because the System and Services allow Client to control its own data and to decide whether and what data to enter about itself and its Users and about other individuals, businesses, and industries, Client accepts sole and full responsibility for its own compliance with any and all applicable data privacy laws. Client shall observe all applicable United States federal and state laws as well as foreign laws, regulations, measures, guidelines, and standards with respect to the use of the System and the transfer of personally identifiable, sensitive, important, and/or protected data to foreign countries, including, but not limited to, the General Data Protection Regulation (GDPR), the Cybersecurity Law of the People's Republic of China (CSL), and the California Consumer Privacy Act (CCPA).

21. Indemnification

Each Party shall indemnify, defend and hold harmless the other Party and its affiliated companies, current and former officers, directors, employees, agents, and representatives from and against any and all third-party claims (including employment claims), causes of action, suits, damages, losses, costs, and expenses (including, without limitation, attorneys' fees and costs) arising out of or caused by the willful or negligent acts, errors, or omissions of the indemnifying Party in connection with this License.

22. Non-Disclosure

All Confidential Information (information that is proprietary to disclosing Party) disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. The receiving Party will not disclose the Confidential Information of the disclosing Party and will use at least the same degree of care, discretion, and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving Party will

limit access to Confidential Information to its affiliates, employees, and authorized representatives with a need to know and will instruct them to keep such information confidential and will only use Confidential Information in connection with the performance of this License. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party (a) to the extent necessary to comply with any law, rule, regulation, or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (c) relating to a specific User, to the extent such User has consented to its release. Upon the request of the disclosing Party, the receiving Party will return or destroy all Confidential Information of the disclosing Party that is in its possession. The obligations and restrictions contained in this Section do not apply to information: (i) which is now or subsequently becomes publicly available other than by breach of this License; (ii) which was already in the recipient's possession and at its free disposal at the time of disclosure and was not obtained directly or indirectly from discloser; or (iii) which is independently developed by the recipient without use of the other Party's Confidential Information.

23. Insurance

23.1. During the Term, ADEC will maintain the following:

23.1.1. General liability coverage in which the minimum policy limit is \$1,000,000, combined single limit for both bodily injury and property damage.

23.2. **Limits of Liability.** ADEC makes no representation that the insurance specified under the terms of this License are adequate to protect Client against Client's undertaking under this License.

23.3. **Errors and Omissions.** ADEC also agrees to carry Errors & Omissions insurance in the minimum amount of \$1,000,000 by a qualified carrier in California, during the Term.

24. Notices

Any notices given by either Party hereunder will be in writing and will be given by personal delivery, national overnight courier service, email, read receipt requested, or postal service, certified or registered, postage prepaid, return receipt requested to ADEC at the address specified below or to Client at the address specified during System Registration. All notices will be deemed effective upon personal delivery, read receipt received for emails, or two (2) business days following delivery confirmation with any overnight courier services. All notices related to this License shall be addressed to the following:

To ADEC:

ADEC Innovations / FCS International
Attn: Legal Department
250 Commerce, Suite 250
Irvine, CA 92602 USA

25. General Provisions

25.1. **Binding.** This License shall inure to the benefit of, and be binding upon the Parties hereto, together with their respective legal representatives, successors, and assigns.

25.2. **Governing Law and Jurisdiction.** This License shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims, or causes of action arising out of or in connection with this License or the Services shall be subject to the exclusive jurisdiction of the state and federal courts located in California.

25.3. **Authority.** Client hereto represents and warrants to ADEC that the person executing this License is duly authorized to execute and deliver this License, and by so executing this License, Client is formally bound to the provisions of this License and is a validly existing entity with full right and authority to enter into this License and perform hereunder.

25.4. **Total Agreement.** This License constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, any representations or communications with respect to accessing the ADEC System. The terms of this License may be unilaterally amended by ADEC. Client will receive notification of such amendment. In order to access the ADEC System, Client will need to click "Agree" to the amended License agreement.

25.5. **Non-Waiver.** No waiver by either Party of any breach or default of any covenant or agreement set forth in this License shall be deemed a waiver as to any subsequent and/or similar breach or default.

25.6. **No Third Party Beneficiaries.** There are no third-party beneficiaries to this License.

25.7. **Assignability.** Unless specifically stated otherwise within this License, this License is personal to the Parties hereto and may not be assigned.

- 25.8. **Failure to Perform.** In the event of a breach or violation of this License and if it becomes necessary for either Party to undertake legal action against the other on account thereof, then the prevailing Party shall be entitled to reasonable attorney's fees in addition to costs (including expert witness fees and costs) and necessary disbursements.
- 25.9. **Records Retention.** ADEC will keep and maintain invoices and records related to this License in an organized manner. Records will be kept for three (3) years from the date of termination of this License and will include time sheets, work progress reports, and other project-related documentation to adequately detail the Services provided. Electronic communications, including e-mails, will be retained for a one (1) year period.
- 25.10. **Headings.** The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this License.
- 25.11. **Severability.** In the event that any of the provisions contained in this License is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this License, and this License shall be construed as if the invalid, illegal, or unenforceable provisions had never been contained in it.