

## **STRANGE ATTRACTOR TECHNOLOGIES INC.**

### **U^2 SERVICES AGREEMENT**

This AI Agent Services Agreement ("Agreement") is entered into as of the Effective Date by and between Strange Attractor Technologies Inc. ("Provider"), and Hair Shunnarah Trial Attorneys, LLC ("Client").

#### **1. SERVICES PROVIDED**

Provider agrees to develop and deploy AI agents to handle Client's intake line.

#### **2. FEES AND PAYMENT**

Client agrees to pay a total of \$49,999.80 USD per annum for the AI agent services. Payment must be made 100% upfront before service deployment and shall be processed via Stripe. Client must accept Provider's commercial terms before proceeding with payment. The terms shall be available on our website.

#### **3. TERM AND TERMINATION**

This Agreement is for a term of one (1) year from the Effective Date ("Initial Term"). Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. Upon termination: (a) all AI agent services will be discontinued; (b) Customer shall immediately pay all outstanding fees for services rendered up to the effective date of termination; (c) Provider shall refund any prepaid fees on a pro-rata basis for the unused portion of the services after the effective date of termination.

#### **4. DATA HANDLING & PRIVACY**

Provider will process caller information in accordance with industry best practices and comply with applicable data protection laws and industry-specific regulations relevant to the Client's legal sector and the use of AI within it. Client retains ownership of all collected caller data, provided that Provider shall have the perpetual, irrevocable right to use anonymized and aggregated data for improving its services and AI models, developing new products and services, and for any other business purposes. Both parties agree to stay informed of and comply with any new or updated regulations specific to AI use in the legal industry.

**5.** Provider shall not be liable for any indirect or consequential damages arising from the use of AI agents. Services are provided "as is" without warranties of any kind. Notwithstanding anything to the contrary in this Agreement, Provider's total liability under this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (a) the total amount of fees paid by Client to Provider under this Agreement in the twelve (12) months preceding the event giving rise to the claim, or (b) \$100,000 USD.

## **6. INTELLECTUAL PROPERTY RIGHTS**

For the purposes of this Agreement, "Intellectual Property" shall mean any and all inventions, discoveries, improvements, ideas, concepts, creative works, know-how, methods, processes, designs, computer software, formulas, and other intellectual property, whether or not patentable or copyrightable, related to the AI agent services provided under this Agreement.

6.1 Ownership of Intellectual Property. Each party shall retain ownership of any pre-existing intellectual property rights that it brings to the project. Neither party shall acquire any right, title, or interest in the other party's pre-existing intellectual property as a result of this Agreement.

6.2 Contributions to Intellectual Property. Any contributions, improvements, or modifications made by Client to the AI agents or associated technologies during the course of this Agreement shall be considered "work made for hire" and shall be owned exclusively by Provider. Client agrees to assign and hereby assigns to Provider all right, title, and interest in any such contributions, improvements, or modifications. Client shall cooperate with Provider to execute any documents necessary to perfect Provider's ownership of such intellectual property.

6.3 Licensing. Client is granted a non-exclusive, non-transferable license to use the AI agents and associated intellectual property for the duration of this Agreement. The scope of this license is limited to Client's internal business operations related to intake line management. Upon termination of this Agreement, the license shall automatically expire, and Client shall cease all use of the AI agents and associated intellectual property. All intellectual property rights will revert to Provider, and Client shall destroy or return any copies of the AI agents or associated materials in its possession.

## **7. DISPUTE RESOLUTION**

In the event of any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, the parties hereto agree to attempt in good faith to settle such dispute by direct negotiation. The parties shall have a period of thirty (30) calendar days from the date of notification of the dispute to negotiate with intent to resolve the dispute. Should the dispute not be resolved by negotiation within the aforementioned period, the parties agree to submit the dispute to mediation. The mediation shall be conducted virtually, unless otherwise mutually agreed upon by the parties, and shall be initiated and conducted according to the rules and procedures then in effect of an agreed upon mediation service. Both parties agree to participate in the mediation in good faith. If the dispute remains unresolved after mediation and for more than 60 days, the parties agree that the dispute shall be referred to and finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The arbitration shall be conducted in English, and the arbitration award shall be final and binding upon the parties, and the parties agree to be bound thereby and to act accordingly.

## **8. GENERAL TERMS**

8.1 Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered by hand, sent by registered or certified mail, return receipt

requested, or sent via email with confirmation of receipt, to the addresses specified by each party.

8.2 Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall remain in full force and effect.

8.3 Waiver. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision.

8.4 Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, or sale of all or substantially all of its assets.

8.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law principles.

8.6 Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, and understandings, whether oral or written. Any amendments must be in writing and agreed upon by both parties.

By clicking 'Accept' and completing the payment, the undersigned acknowledges and agrees to be bound by the terms and conditions of this Agreement as of the date of acceptance (the "Effective Date"). The undersigned represents that they have the authority to enter into this Agreement on behalf of their respective entity, if applicable. This Agreement shall be binding upon electronic acceptance, without the need for a physical signature.