



TERMS AND CONDITIONS

These Terms and Conditions (these "T&Cs") apply to any sale or license by Addium, Inc. or Addium GmbH (each separately and collectively "Addium") of Products (as defined herein). In addition, these T&Cs are attached to and incorporated by reference into any order form or purchase order between Addium and the Customer (the "Order Form"). Customer and Addium are individually referred to herein as a "Party" and together the "Parties". Capitalized terms used but not defined herein shall have the meaning assigned to them in the Order Form.

1. Certain Definitions.

- a. "AQUALAB" means Addium's proprietary water activity meter, moisture analyzer, and/or isotherm generator.
- b. "Customer" means the person or legal entity purchasing or licensing the Products and identified on any Order Form.
- c. "Customer Data" has the meaning set forth in the applicable Terms of Use.
- d. "Products" means Addium's generally available products, including equipment, software, hardware, Software Services, and any related Addium documentation provided therewith by Addium, that are made available for sale by Addium or an authorized Addium distributor.
- e. "Software" means each, and any, of Addium's proprietary products which includes AQUALAB, AROYA, RIEGO, and SKALA, as may be modified, enhanced, and/or updated from time to time.
- f. "Software Services" means Addium's proprietary hosted products and software solutions made available through a software-as-a-service platform or hosted internet or web application, including Addium Mobile Applications, as may be modified, enhanced and/or updated from time to time.
- g. "Terms of Use" means the terms and conditions set forth in the Addium Software Services Agreement, which are applicable to Addium Software Services, and which is located at <https://addium.io/en/company/subscription-agreement> and which govern use of the Software Services.

2. **Sale and Purchase.** The Products sold to Customer are described in an applicable Order Form between the Parties. These T&Cs and the Order Form, together with the Terms of Use applicable to the Software Services or Software, as applicable, and any other applicable online terms or Purchase Orders (as defined below), comprise the "Agreement" between Addium and Customer, and will govern the rights and obligations of Addium and Customer. In addition, after purchasing Products under an Order Form, Customer may purchase additional Products from Addium by submitting a written purchase order to Addium (each, a "Purchase Order"). If Customer does not customarily use purchase orders to purchase goods and services, then Customer and Addium will use additional Order Forms for subsequent purchases of Products. The terms of the Agreement will apply to any Purchase Order and supersede any conflicting terms on any Purchase Order. Without limiting the foregoing, any Purchase Order issued by Customer to Addium is solely for the purpose of requesting delivery dates and quantities, specifying the ship-to and bill-to addresses, specifying the identity of Products purchased along with the term of any applicable subscription, and specifying the applicable price for each Product; all other terms on any Purchase Order will have no force or effect. All Order Forms and Purchase Orders are subject to acceptance by Addium, at its discretion (which acceptance may be evidenced by Addium's shipment of hardware Products or issuance by Addium of an invitation to create an account, as applicable, under the Purchase Order, or Addium's written notice to Customer that it has accepted the Purchase Order). If the Purchase Order for hardware Products exceeds Addium's inventory, Addium may allocate available inventory at its discretion, without liability to Customer or any third party.

3. **Fees and Payment.** All fees for the Products and any other related payment or reimbursement obligations (collectively, the "Fees") will be payable in accordance with the terms set forth in the applicable Order Form or Purchase Order; provided that if no terms are included in the Order Form or Purchase Order, payment for any: (a) hardware or Software Products is due cash in advance; and (b) subscriptions to Software Services are due and payable annually

in advance for Software Services subject to periodic fees and one-time in advance for Software Services subject to one-time fees. All amounts expressed herein are in the legal tender of the United States unless expressly provided otherwise in the Order Form or Purchase Order. Addium may charge Customer interest accruing daily for all Fees and other amounts due hereunder that are not paid when due at an annual rate of twenty-four percent (24%) on the unpaid balance, or if not allowed, then the highest rate permissible by applicable law, and Customer shall be responsible for Addium's costs and expenses of collection, including court costs and reasonable attorney's fees. If Customer believes that Addium has billed Customer incorrectly, Customer must contact Addium no later than sixty (60) days after the date of the applicable invoice, otherwise Customer will be deemed to have waived any objection. Except as otherwise set forth herein, all Fees are noncancelable, and all payments made are nonrefundable. In addition, all Fees shall be paid by Customer to Addium in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law). Fees do not include any direct or indirect local, state, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use, or withholding taxes. Customer is responsible for paying all taxes associated with its purchases hereunder. If Addium has a legal obligation to pay or collect taxes for which Customer is responsible under this Section, the appropriate amount will be invoiced to and paid by Customer. If Fees are based on equipment, time, or use limits, or other limits and Customer exceeds those limits, Customer shall be responsible for paying for any overages at Addium's current rates, and Addium may invoice Customer for such Fees any time after Customer's overages. Addium shall have the right to monitor or audit usage of the Products to determine Customer's compliance with applicable limits as well as any applicable Order Form and the Terms of Use.

4. **Deferred Payment Terms for Hardware Products.** The terms of this Section apply when Customer does not pay in full for hardware Products prior to shipment by Addium of those hardware Products. Until Addium has received payment in full for all hardware Products: (a) Addium shall retain a security interest in the hardware Products and Customer shall sign and deliver to Addium any document necessary or advisable to secure and/or perfect this security interest as Addium may request, in Addium's sole and absolute discretion; and (b) Customer is responsible for, and shall bear the entire risk of loss of, any theft, damage or destruction of those hardware Products. This includes damage from any cause whatsoever including, without limitation, misuse, accident (e.g., accidental physical impact, exposure to contaminants, etc.), neglect, abuse, alteration, or unauthorized repair or modification. No loss, theft, damage or destruction of the hardware Products as described in this Section will relieve Customer of the obligation to pay any Fees or to comply with any other obligation under the Agreement; and (c) Customer will insure the hardware Products against all hazards (including loss, theft, damage or destruction) in form, amounts and coverages satisfactory to Addium, in its sole and absolute discretion, in an amount not less than the full replacement value of the hardware Products. Upon request, Customer shall furnish to Addium a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this Section and shall designate Addium as loss payee and/or additional insured. In addition to any other rights or remedies set forth in the Agreement, if Customer fails to pay all Fees when due, then upon thirty (30) days' prior written notice, if Customer has not made all applicable payments of Fees due to Addium, then Addium may take any of the following actions: (i) to the extent authorized by applicable law, enter Customer's premises and without any court order or other process of law, repossess and remove the hardware Products, either with or without additional notice to Customer, or take other lawful action Addium deems necessary to repossess the hardware Products, and Customer hereby waives any trespass or right of action for damages by reason of such entry or removal; (ii) require Customer, at its expense, to return the hardware Products in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as Addium may specify; and (iii) accelerate all future Fees due under all Purchase Orders and Order Forms such that all Fees become due and payable immediately. Customer shall be liable to Addium for the fair market value of any hardware Products, determined as of the date of the applicable Purchase Order or Order Form, unless Customer returns the hardware Products to Addium within ten (10) business days after receipt of a demand by Addium in accordance with Section 4.

5. **Shipment and Delivery.** Customer is responsible for all shipping charges. Addium will ship all hardware Products to Customer's address set forth on the Order Form or Purchase Order. In the absence of specific shipping instructions, Addium will ship the hardware Products by a method Addium selects in its sole and absolute discretion. Addium will deliver the hardware Products F.O.B. Origin per the UCC, and title to and risk of loss of the hardware Products will pass to Customer upon such delivery to carrier by Addium. Any stated delivery dates are approximate. Hardware Products will be conclusively deemed accepted by Customer unless a written notice setting out the rejected hardware Products and the reason for the rejection is sent to Addium within ten (10) days of delivery of the hardware Products. In such case, Customer will place rejected hardware Products in safe storage at a reasonably accessible location for inspection by Addium. No delay, loss or damage to the Products will limit, affect or impair Customer's payment or other obligations included in the Agreement. After the Customer's account is created by Addium and



extension of payment terms to Customer or provision of a verified payment method by Customer, access to the Software Services or Software will be delivered by issuance of an invitation by Addium to Customer to access the account using the email address provided by Customer. Subject to the Agreement, Addium will use commercially reasonable efforts to promptly fill (by full or partial shipment or issuance of an invitation to the account, as applicable) Customer's purchase of Products; each partial shipment or issuance of an invitation to create an account, as applicable, will be deemed a separate sale and/or license and may be invoiced upon such shipment or issuance.

6. Warranty; Provision of Data to Third Parties; General Waiver.

a. Addium's standard Limited Warranty for the hardware Products, and Customer's exclusive remedies for breach thereof, are specific to each Software, unless there is no warranty. Warranty information, where applicable is set forth at <https://addium.io/warranty/>. Such Limited Warranties, may be updated or amended at any time, in Addium's sole and absolute discretion. Similarly, any warranties for the Software Services or Software, and Customer's exclusive remedies for breach thereof, are set forth in the applicable Terms of Use.

b. Addium does not provide any warranties, promises, or guarantees with respect to any Customer Data or other information or data generated by or as part of the Products ("Other Data") that is provided or made available to any third party by Customer or its officers, directors, managers, employees, agents, contractors, subcontractors, representatives, successors, or assigns ("Customer Parties") or by Addium as instructed or authorized by Customer or Customer Parties ("Shared Data"). Addium explicitly disclaims any liability with respect to any actions, inactions, decisions, or results occurring, existing, or generated in whole or in part in reliance or based on such Customer Data or Other Data. Customer agrees to indemnify, defend, and hold Addium and its Affiliates, and their officers, directors, employees, and agents harmless from any demands, actions, causes of action, claims, liabilities, losses, damages, or costs (including reasonable attorneys' fees) that may arise from or relate to the Shared Data. Customer is advised that Shared Data may contain Customer's confidential information or trade secrets and Customer's authorization to share data with third-parties is at Customer's sole risk.

c. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THE AGREEMENT, THE PRODUCTS, SOFTWARE SERVICES, SOFTWARE, AND SUPPORT ARE BEING PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ADDIUM MAKES NO (AND SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE PRODUCTS OR SUPPORT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS; ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT; ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR ANY WARRANTY THAT THE PRODUCTS OR SOFTWARE SERVICES WILL BE COMPATIBLE WITH HARDWARE OR SOFTWARE OFFERED, PROVIDED, OR CREATED BY THIRD PARTIES. CUSTOMER ACKNOWLEDGES THAT NO STATEMENT OR REPRESENTATION OF ANY PERSON REGARDING THE QUALITY OR CONDITION OF THE PRODUCTS HAS INDUCED CUSTOMER TO PURCHASE THE PRODUCTS, AND THAT NO SUCH STATEMENTS OR REPRESENTATIONS HAVE BEEN MADE. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

7. Limitation of Liability. IN NO EVENT SHALL ADDIUM BE LIABLE, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOSS OF PROFITS OR OTHER INTANGIBLE LOSSES, SUCH AS CORRUPTION OF DATA, INTERRUPTION OF USE, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, COMPUTER FAILURE OR MALFUNCTION, OR DAMAGES RESULTING FROM CUSTOMER'S USE OF (OR INABILITY TO ACCESS OR USE) ANY PRODUCT OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, WHETHER OR NOT FORESEEABLE, EVEN IF CUSTOMER OR ADDIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, IN RELATION TO THE SERVICES PERFORMED HEREUNDER. IN NO EVENT SHALL ADDIUM'S TOTAL LIABILITY UNDER THIS AGREEMENT OR WITH RESPECT TO THE PRODUCTS OR MATTERS RELATED THERETO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THIS SECTION 7 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. **Support.** Addium will provide Customer with telephone support for all Products and Software between the hours of 8:00 a.m. and 5:00 p.m. Pacific Standard Time, Monday through Friday, except for holidays; in addition, Addium may, in its sole discretion, provide other support services to Customer in connection with Customer's use of the Products (collectively, "Support"). Support may be provided remotely or, with respect to certain Software Products, on site at Customer locations, provided that any visit by Addium personnel to Customer locations shall be coordinated in advance between the Parties in good faith. Addium may record any support call or online support session and Customer consents to all such recordings. Addium may use such recordings for support, training, security, and compliance purposes. Support, if any, is provided hereunder "as-is," without warranty of any kind, and Addium specifically disclaims all responsibility for any liabilities, claims or damages that result from any on-site visits or other activities for the provision of Support. To the maximum extent permitted by applicable law, Customer agrees to defend, indemnify, and hold Addium harmless from any liabilities, claims or damages resulting from any personal injury (including death) or property damage resulting from any on-site visits for the provision of Support by Addium personnel or agents.

9. **Confidentiality.** During the term of this Agreement, the Parties may have access to confidential, proprietary and/or trade secret information, and documentation related thereto, belonging to the other Party, including, without limitation, information about the terms of this Agreement; a Party's business operations, methods and practices; past, present and prospective employees; information of a personal nature; or other information that a reasonable person would consider confidential (such information is collectively referred to herein as "Confidential Information"). Except as otherwise set forth in the Agreement, the Parties acknowledge that Confidential Information is owned by the Party disclosing such Confidential Information and shall continue to be owned, solely, by the disclosing Party. Except as otherwise set forth in the Agreement, during the term of the relationship, and surviving termination hereof (regardless of the circumstances surrounding termination), the Parties agree not to use, communicate, reveal or otherwise make available Confidential Information for any purpose whatsoever, nor will a Party divulge (or cause to be divulged) any Confidential Information to any person, partnership, corporation or entity except to a Party's advisors or as may be reasonably required to carry out the purposes of this Agreement. Except as otherwise set forth in the Agreement, upon termination of this Agreement (if requested) and any other time that a Party may so request, the receiving Party shall immediately deliver to the requesting Party all Confidential Information (and all copies thereof), which that Party may then possess or have under its control. The above restrictions apply to all Confidential Information regardless of the format in which it is created or maintained (hard copy, electronic, or otherwise), or where it is maintained. Confidential Information shall not include information that a Party possessed prior to its association with the other Parties under this Agreement, information that is within the public domain, information that has previously become or is generally known, information that has been rightfully received by the receiving Party from a third person (other than via this Agreement), or information that has been independently developed by the receiving Party. Notwithstanding the foregoing, (a) a Party may disclose Confidential Information in response to a governmental or court order or as otherwise required by law, provided that the disclosing Party gives the other party prior notice (to the extent allowed by law) so that the party who owns the Confidential Information may seek a protective order and (b) Addium may share Confidential Information of Customer with any third party as instructed or authorized by Customer or Customer Parties.

10. **Indemnification.** Addium shall defend any third-party action, suit or proceeding brought against Customer alleging that the Products infringe any of such third party's patents or copyrights that are registered in the United States as of the Effective Date (each, a "Claim"), and shall indemnify Customer against any losses, damages, costs, expenses and judgments awarded against Customer in a final, non-appealable judgment arising out of any Claim. The foregoing obligation is conditioned on and subject to Customer: (a) promptly giving written notice of the Claim to Addium; (b) giving Addium sole control of the defense and settlement of the Claim (provided that Addium may not settle any Claim without Customer's reasonable consent); and (c) providing to Addium, at Addium's cost, all reasonable assistance. Addium is not responsible for any settlement it does not approve in writing. Addium will not be required to indemnify Customer in the event a Claim arises out of or relates to any (i) modification of the Product by Customer or at Customer's direction, or any violation by Customer of the obligations under the Agreement; (ii) use of the Product in combination with any other product or service not provided by Addium; (iii) use of the Product in a manner not otherwise contemplated by the Agreement or the documentation; or (iv) where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement. If Customer is enjoined from using a Product or Addium reasonably believes it will be enjoined, Addium will have the right, in its sole and absolute discretion, and in lieu of indemnification, to (i) obtain for Customer the right to continue use of the Product or (ii) replace or modify the Product so that it is no longer infringing. If neither of the foregoing options is reasonably available to Addium, then Addium may elect to refund a pro rata portion of the amount received from or on behalf of Customer for the applicable Product depreciated on a straight line basis over a five (5) year period for hardware Products or refund the portion of a subscription paid but not used for Software Services licensed on a subscription basis, provided that in each case, Customer ceases all use of such Product and, at Addium's option,

returns the Product to Addium. This Section 10 states Addium's sole and exclusive obligation, and Customer's sole and exclusive remedy, to the maximum extent permitted under applicable law, for any Claim or other third-party claims of infringement on intellectual property rights.

11. **Compliance with Laws and Export Control.** Customer will conduct its business operations, including use of the Products, in accordance with all applicable local, state, federal and international laws, ordinances, codes and regulations, including, without limitation, all laws and regulations which may prohibit or require a license for the export or retransfer of certain products and technical data to specified countries, entities and persons. Customer also represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use the Software Services or any other Product in a U.S.-embargoed country (e.g., Cuba, Iran, North Korea, Sudan, Syria, etc.). Customer hereby gives written assurance that it will comply with all applicable law, including applicable export control laws and regulations. Notwithstanding the foregoing, the Parties understand that cannabis is illegal under U.S. federal law in certain respects; provided, however, Customer shall remain responsible for complying with all state and local permitting, licensing and legal requirements applicable to its cannabis-related activities.

12. **Return Policy.** Returns are subject to Addium's prior approval, in its sole discretion. Approved returns will be accepted only if the product is unused and in new condition.

13. **Auto Pay and Default Payment Method.**

a. Customer may provide to Addium credit card information or other payment method information as authorized by Addium for payment of Fees authorized under the Agreement ("Payment Method"). By providing the Payment Method to Addium and entering into this Agreement, Customer authorizes Addium to automatically, and without further action or consent on the part of Customer or further notice from Addium, charge Fees and other amounts due and payable under the Agreement to the Payment Method, including amounts set forth in any monthly invoices or other payment notices that may be sent to Customer ("AutoPay"). Addium will charge the Payment Method on or after the applicable due date for the specific invoice or amount. Payments subject to AutoPay include payments for monthly invoices and any final amount due if a Software Service or other service, Product, or Software is cancelled, returned, or terminated, which amounts can include any applicable termination fees or other cancellation fees and equipment non-return fees. Closing, cancelling, or terminating this Agreement, a Software Service, or an account does not cancel or terminate this AutoPay authorization for remaining amounts due. If a charge to the Payment Method is declined, including for insufficient funds, Addium may re-submit the charge, and Addium reserves the right to undertake further action as permitted under the Agreement or as permitted by law. These AutoPay authorization provisions do not modify other payment terms in the Agreement, including due dates.

b. By providing its Payment Method, Customer (i) agrees that Addium or its third-party payment processors may store or keep the Payment Method and related information in its systems, including for the purposes of AutoPay, (ii) certifies that it is the owner of and has authorization to use and provide to Addium any Payment Method, and (iii) agrees to keep any Payment Method up to date. Customer can update or change any Payment Method provided via the Aroya Platform, which updated or changed information will become the Payment Method subject to this AutoPay authorization. If Customer does not update its Payment Method and Addium is unable to timely charge Customer's Payment Method for the amount due on Customer's account, Customer may be subject to applicable late fees or other fees permitted under this Agreement and any fees or charges assessed by Customer's financial institution. Customer acknowledges that Addium may obtain updated information regarding any Payment Method from Customer's financial institution and that any such updated payment information will become part of the Payment Method for this AutoPay authorization.

c. The AutoPay service and authorization will remain in effect until revoked by Customer, Customer's financial institution, or Addium. Customer may revoke this AutoPay authorization by deleting its Payment Method information via the Aroya Platform, which revocation will take effect upon deletion of the payment method. If Customer revokes this AutoPay authorization, or Addium or Customer's financial institution cannot process the AutoPay, Customer remains responsible for paying amounts due each billing period and upon termination of the Software Services or as otherwise owed under this Agreement, including by making payments by check or other payment method on or before each payment is due.

d. EXCEPT TO THE EXTENT CAUSED BY ADDIUM'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, CUSTOMER RELEASES ADDIUM FROM ANY AND ALL CLAIMS ARISING FROM ITS USE OF AUTOPAY AND ADDIUM BEARS NO LIABILITY OR RESPONSIBILITY FOR ANY LOSSES OF ANY KIND THAT CUSTOMER MAY INCUR AS A RESULT OF ANY PAYMENT MADE ON ITEMS INCORRECTLY BILLED (EXCEPT A REFUND OF THE INCORRECTLY BILLED AMOUNT), ANY DELAY IN THE ACTUAL DATE ON WHICH CUSTOMER'S ACCOUNT IS DEBITED OR CUSTOMER'S CREDIT CARD IS CHARGED, OR CUSTOMER'S FAILURE TO PROVIDE ACCURATE OR VALID PAYMENT METHOD INFORMATION. Customer agrees to be bound by any rules Customer's financial institution requires for pre-authorized electronic funds transfers or that Customer's debit or credit card issuer requires for pre-authorized debit or credit card transactions. Customer is responsible for all fees charged by Customer financial institution associated with the AutoPay payments.

14. **General Provisions.** To the extent Addium collects personal information or data from Customer as part of the provision of the Products, the Parties agree that Addium's Privacy Policy shall apply, see <https://addium.io/en/customers/privacy-policy>. The Agreement shall be governed by and construed under the laws of the State of Washington without regard to the conflicts of laws provisions thereof. All disputes arising out of or in relation to the Agreement shall be submitted to the exclusive jurisdiction of the state and federal courts located in Whitman County or the U.S. District Court for the Eastern District of Washington in Washington state, and the Parties hereto each agree to submit themselves to the exclusive jurisdiction of such courts. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded with respect to any purchases made under the Agreement. Customer may not assign or transfer any of its rights or obligations under the Agreement or any Order Form or Purchase Order, whether by operation of law or otherwise, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or stock (including a sale of substantially all of its business operations where the Products are installed or the Software Services or Software are provided), without Addium's prior written consent, which may be withheld or given in Addium's sole discretion. In addition, Customer may not resell any Products or Support without Addium's express written consent. Subject to the foregoing, the Agreement will bind and inure to the benefit of the Parties, their respective successors, and permitted assigns. The Agreement, comprised of these T&Cs, the Order Form(s) and Purchase Order(s), the applicable Terms of Use and any applicable online terms, constitutes the entire agreement between the Parties with respect to the Products and their use by Customer, to the exclusion of any pre-printed or contrary terms of any unsigned (by both Parties) Purchase Order (or similar document) and supersedes and cancels any prior agreements, proposals, discussions, understandings, negotiations or representations between the Parties relating to the subject matter of the Agreement, and all past dealing or industry custom. The Agreement will not be modified or waived, except by a mutual signed writing, provided that Addium may update the Terms of Use or any other applicable online terms from time to time at its sole discretion. The Parties are independent contractors. Nothing in the Agreement excludes, limits, or waives any right, duty, remedy, or liability to the extent it cannot lawfully be excluded, limited, or waived. The Agreement does not create any partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever. Addium will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond Addium's reasonable control. All notices under the Agreement must be in writing and will be deemed given (i) when personally delivered, (ii) one day after being sent by overnight courier, or (iii) upon receipt, if sent by certified or registered mail, return receipt requested. No Party will be deemed to have waived any provision of the Agreement or the exercise of any rights held under the Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of the Agreement will not constitute a waiver of any other subsequent breach or violation. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to applicable law, the provision will be revised to the minimum extent possible to comply with applicable law reflecting the Parties original intent, and the remaining provisions of the Agreement will remain in effect. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. There shall be no third-party beneficiaries to the Agreement. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. The word "including" or any variation thereof means "including", "without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The Agreement, including any Order Forms or Orders, may be signed in one or more counterparts, which together will form a single agreement. The Agreement may be signed electronically. Each Party represents and warrants to the other Party that (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the applicable law of the jurisdiction of its incorporation or organization; (ii) it has the full right, power, and authority to enter into and perform its obligations under the Agreement; (iii) the execution of the Agreement by its representative whose signature is set forth at the end of the

Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (iv) when executed and delivered by both Parties, the Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.