Allium Terms of Service

Archived version. Version: March 19, 2026. In effect at https://www.allium.so/terms-of-service until superseded by the version dated September 21, 2026.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE OFFERED BY ALLIUM LABS, INC. ("**ALLIUM**"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH ALLIUM WHICH REFERENCE THESE TERMS (EACH, AN "**ORDER**") OR BY ACCESSING OR USING THE SERVICES IN ANY MANNER, YOU ("**YOU**" OR "**CUSTOMER**") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "**AGREEMENT**") TO THE EXCLUSION OF ALL OTHER TERMS. YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT; IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ORGANIZATION OR ENTITY, REFERENCES TO "CUSTOMER" AND "YOU" IN THIS AGREEMENT, EXCEPT THIS SENTENCE, REFER TO THAT ORGANIZATION OR ENTITY. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. SCOPE OF SERVICE AND RESTRICTIONS

1.1 Access to and Scope of Service. Subject to Allium's receipt of the applicable Fees with respect to the service specified in the corresponding Order (the "**Service**"), Allium will use commercially reasonable efforts to make the Service available to Customer as set forth in this Agreement and the Order. Subject to Customer's compliance with the terms and conditions of the Agreement and the Order, Customer may access and use the Service during the period specified in the Order. Any such use of the Service by Customer is solely for Customer's internal business.

1.2 Trials. If Customer is accessing or making use of the Service on a trial basis or no-fee basis (a "**Trial**"), Customer may use the Service during the Trial provided such use is limited to the service description and limitations presented to Customer in connection with the Trial. Customer acknowledges and agrees that the Trial is provided on an "as-is" basis and the Trial is provided without any indemnification, support, or warranties or representation of any kind. Further, Trial may be subject to certain additional restrictions, limitations and differing terms all as specified in the corresponding Order. For the avoidance of doubt, all restrictions and obligations in this Agreement regarding the Service, Software, Output, and Allium's intellectual property shall apply to Customer during any Trial or evaluation period.

1.3 Restrictions. Customer will not use the Service in any manner not in accordance with any applicable laws, including, but not limited to, laws related to data (whether applicable within the United States, the European Union, or otherwise). Customer agrees not to (and will not allow any third party to): (i) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discover the underlying

structure, ideas, or algorithms of the Service or any Software used to provide or make the Service available; (iii) rent, sell, license, or distribute any portion of, or otherwise allow any third party access to or use of any portion of: (a) the Service, (b) the Software, (c) any data sets accessed, used, or obtained in connection with the Service, (d) any copies, extracts, or subsets of any data sets accessed, used, or obtained in connection with the Service, (e) any combinations, transformations, adaptations, analyses, models, visualizations, or other derivatives of any data sets accessed, used, or obtained in connection with the Service, in each case resulting from the application of Customer's own proprietary methodology, algorithms, or analytical logic to such data (collectively, "**Derived Works**"), or (f) any other output resulting from or derived from use of the Service and not otherwise qualifying under (c), (d), or (e) (collectively, (c), (d), (e), and (f), the "**Output**"); (iv) use any portion of the Service, Software, or Output as a component of or as a basis for any product, service, offering, application, model, or material offered for rent, sale, license, or distribution; (v) use or distribute any portion of the Service, Software, or Output in any manner that could, in Allium's reasonable judgment: (a) be a substitute for any portion of the Service, Software, or Output, (b) affect Allium's ability to realize revenue in connection with any portion of the Service, Software, or Output, (c) compete with the business of Allium or its affiliates, (d) negatively affect the Service or Allium's network, servers, or other infrastructure, or (e) otherwise negatively affect Allium's commercial interests. For the avoidance of doubt, Output that merely selects, filters, reorders, reformats, or aggregates data without the application of Customer's proprietary methodology does not constitute a Derived Work, even if it otherwise involves a combination or transformation of data. Any Output that would otherwise qualify as a Derived Work but that is usable as a "**Functional Substitute**" (meaning the Output could reasonably replace or reduce the need for the underlying data sets from which it was created, as determined by whether a recipient of the Output could use it to answer substantially similar questions, perform substantially similar analyses or workflows, develop substantially similar applications or functionality, or derive substantially similar insights as could be achieved using the original data sets) for such underlying data sets also does not constitute a Derived Work. Unauthorized access or use of the Service, Software, or Output is unlawful and Allium and its affiliates shall have all rights provided by law to prevent such access or use and to collect damages in such event.

1.4 Ownership. Customer acknowledges and agrees that the Service, Software, Output, and their component parts have been developed, compiled, prepared, revised, selected, and arranged by Allium or its affiliates through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort, money, and originality and that they constitute valuable intellectual property of Allium. Customer acknowledges and agrees that Allium solely and exclusively retains all right, title, and interest in and to: (i) the Service; (ii) the Software; (iii) the Output; (iv) any software, products, works, or other intellectual property created, used, provided, or made available by Allium under or in connection with the Service; and (v) any modifications, enhancements, and derivative works (including but not limited to any model or material that uses as a component or as a basis any portion of the Service, Software, or Output) thereto and all intellectual property rights therein. Customer may from time to time provide suggestions, comments or other feedback to Allium with respect to the Service ("**Feedback**"). Customer hereby grants to Allium a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use and exploit any Feedback for any purpose. Nothing in this Agreement will impair Allium's right to develop, acquire,

license, market, promote or distribute products, software, or technologies that perform the same or similar functions as, or otherwise compete with any products, software, or technologies that Customer may develop, produce, market, or distribute.

1.5 Software. Subject to the terms and conditions of this Agreement, including but not limited to receipt of all applicable Fees, to the extent Allium makes Allium proprietary software available to Customer in connection with the Services (the "**Software**"), Allium hereby grants to Customer, and Customer hereby accepts from Allium, a limited, non-exclusive, non-transferable, non-assignable, and non-sublicensable license to: run such Software solely as necessary to make use of the Service. Customer agrees that, it shall not: (i) exceed the scope of the licenses granted in Section 1.5; (ii) make copies of the Software; (iii) distribute, sublicense, assign, delegate, rent, lease, sell, time-share, or otherwise transfer the benefits of, use under, or rights to, the license granted in Section 1.5; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or algorithms underlying the Software, except to the extent required to be permitted under applicable law; (v) modify, translate, or create derivative works of the Software; (vi) remove any copyright, trademark, patent, or other proprietary notice that appears on the Software or copies thereof; or (vii) combine or distribute any of the Software with any third party software that is licensed under terms that seek to require that any of the Software (or any associated intellectual property rights) be provided in source code form (e.g., as "open source"), licensed to others to allow the creation or distribution of derivative works, or distributed without charge.

1.6 Customer Data. Customer is solely responsible for Customer Data including, but not limited to: (i) compliance with all applicable laws and regulations; and (ii) any claims that Customer Data infringes, misappropriates, or otherwise violates the rights of any third party. Customer is responsible for the use of the Service by any person to whom Customer has given access to the Service, even if Customer did not authorize such use. Customer agrees and acknowledges that, unless otherwise expressly set forth in the applicable Order, Customer Data may be irretrievably deleted if Customer's account is terminated.

1.7 Use of Customer Data. Customer hereby grants to Allium a limited license to use Customer Data as necessary to provide the Service to Customer. For purposes of this Agreement, "**Customer Data**" shall mean any data, information, or other material provided, uploaded, or submitted by Customer to the Service in the course of using the Service. Customer shall retain all right, title, and interest in and to the Customer Data, including all intellectual property rights therein.

1.8 Aggregated De-Identified Data. Notwithstanding anything to the contrary, Allium may freely use Aggregated De-identified Data for Allium's business purposes (including without limitation, for purposes of improving, testing, operating, promoting, and marketing Allium's current and future products and services). "**Aggregated De-identified Data**" means data submitted to, collected by, or generated by Allium in connection with Customer's use of the Service, but only in aggregate, de-identified form which is not linked specifically to Customer or any individual.

1.9 Personal Data. Customer represents and warrants that it will not provide access, transfer, or otherwise make available to Allium any personally identifiable information or personal data subject to applicable law or regulation ("**Subject Data**"). Customer acknowledges and agrees that Subject Data is not necessary for Customer to use the Service.

1.10 Service Suspension. Allium may suspend Customer's access to or use of the Service as follows: (i) immediately if Allium reasonably believes Customer's use of the Service may pose a security risk to or may adversely impact the Service or Allium's network, servers, or other infrastructure; (ii) immediately if Customer becomes insolvent, has ceased to operate in the ordinary course, made an assignment for the benefit of creditors, or becomes the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (iii) immediately if Allium believes, in its sole discretion, that Customer is in breach of this Agreement or any Order; or (iv) Customer has failed to pay Allium the Fees with respect to the Service. If any amount owing by Customer is thirty (30) or more days overdue (or 10 or more days overdue in the case of invoices to be paid by credit card), Allium may, without limiting any rights and remedies, accelerate Customer's unpaid fee obligations to become immediately due and payable, and suspend the provision of the Service to Customer until the overdue amounts are paid in full. Allium will give Customer at least ten (10) days prior notice that its account is overdue before suspending services to Customer due to overdue amounts.

1.11 Limited Distribution. Notwithstanding the usage limitation to Customer's internal business in Section 1.1, the distribution limitations regarding Output in Section 1.3, and the distribution limitations regarding Software in Section 1.5, Customer is hereby authorized to distribute the Output and/or Software only to the extent expressly authorized in the applicable Order, subject to the limitations and requirements set forth therein.

1.12 Derived Works Ownership. Notwithstanding the ownership provisions in Section 1.4, only to the extent an applicable Order expressly grants Customer ownership of, or license rights in, Derived Works (as defined in Section 1.3), such Order shall control with respect to those Derived Works, and Allium's ownership rights under Section 1.4 shall not apply to such Derived Works to the extent specified in the Order. For the avoidance of doubt, no such grant shall affect Allium's ownership of the Service, Software, or any Output that does not constitute Derived Works. This Section 1.12 also extends to any modifications, enhancements, or derivative works of Customer's Derived Works created by Customer. Even where Customer owns Derived Works, Customer hereby grants to Allium a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up license to use such Derived Works in aggregated or de-identified form (not linked specifically to Customer or any individual) for Allium's business purposes, including improving, testing, operating, and marketing Allium's products and services. Ownership of Derived Works does not convey any right to reconstruct, reverse-engineer, or extract the underlying data sets from which such Derived Works were created, and Customer shall not attempt to do so.

1.13 Audit Rights. No more than once per twelve (12) month period, Allium (or its designated auditor) may, upon at least thirty (30) days' prior written notice to Customer, audit Customer's use of the Service, Software, and Output solely to verify compliance with the terms of this Agreement and the applicable Order. Any such audit shall be conducted during normal business hours and in a manner that minimizes disruption to Customer's operations. Customer shall provide reasonable cooperation and access to relevant records and systems for the purpose of such audit. If an audit reveals a material breach by Customer, Customer shall reimburse Allium for the reasonable costs of the audit. Allium shall treat all information obtained during any audit as Confidential Information of Customer.

2. FEES AND TAXES

2.1 Fees. Customer shall pay to Allium the fees as set forth in each applicable Order(s) (collectively, the "**Fees**") and will provide accurate and updated billing contact information. Fees are not refundable.

2.2 Invoicing Terms. Allium will invoice Customer either monthly or according to the billing frequency stated in the Order. Invoices are due pursuant to the corresponding Order. If any invoiced amount is not received by Allium by the due date, then without limiting Allium's rights or remedies: (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower; and (ii) Allium may condition future renewals and Orders on shorter payment terms. If Allium is required to initiate legal action due to nonpayment of fees, Customer shall bear all costs resulting from the collection of such fees.

2.3 Taxes. Any and all amounts payable by Customer in accordance with this Agreement are exclusive of any taxes that might be assessed against Customer by any jurisdiction. Customer shall pay or reimburse Allium for all value-added, sales, use, property, and similar taxes; all customs duties, import fees, stamp duties, license fees, and similar charges; and all other mandatory payments to government agencies of whatever kind, except taxes imposed on the net or gross income of Allium. All amounts payable to Allium under this Agreement shall be without set-off and without deduction of any taxes, levies, imposts, charges, withholdings, and/or duties of any nature which may be levied or imposed, including without limitation, value added tax, customs duty, and withholding tax.

3. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on the Effective Date and unless terminated earlier according to this Section 3, will end on the last day of the term specified in a last Order (the "**Term**"). Each Order will renew automatically at the end of the applicable term unless either party provides to the other advance written notice with respect to non-renewal at least thirty (30) days prior to the end of the then current term.

3.2 Termination. This Agreement and the Orders hereunder may be terminated: (i) by either party if the other has materially breached this Agreement, within thirty (30) calendar days after written notice of such breach to the other party if the breach is remediable or immediately upon notice if the breach is not remediable; or (ii) by Allium upon written notice to Customer if Customer: (a) has made or attempted to make any assignment for the benefit of its creditors or any compositions with creditors, (b) has any action or proceedings under any bankruptcy or insolvency laws taken by or against it which have not been dismissed within sixty (60) days, (c) has effected a compulsory or voluntary liquidation or dissolution, or (d) has undergone the occurrence of any event analogous to any of the foregoing under the law of any jurisdiction.

3.3 Effect of Termination. Upon any expiration or termination of this Agreement, Customer shall: (i) immediately cease use or distribution of the Service, Software and Output; (ii) return all Allium Confidential Information and other materials and information provided by Allium; (iii) delete any and all Software and Output (unless otherwise specified in the applicable Order); and (iv) upon Allium's request, certify in writing to Allium that Customer has complied with the foregoing subsections and permit Allium (or its designated auditor) to audit and verify Customer's compliance with this Section 3.3. Any termination or expiration shall not relieve Customer of its obligation to pay all Fees accruing prior to termination. If the Agreement is terminated due to Section 3.2 (i), Customer shall pay to Allium all Fees set forth in the corresponding Order(s).

3.4 Survival. The following provisions will survive termination of this Agreement: Section 1.3 (Restrictions), Section 1.4 (Ownership), Section 1.11 (Limited Distribution), Section 1.12 (Derived Works Ownership), Section 1.13 (Audit Rights), Section 3.3 (Effect of Termination), Section 3.4 (Survival), Section 4 (Confidentiality), Section 7 (Limitation of Liability), and Section 8 (Miscellaneous).

4. CONFIDENTIALITY

During the term of this Agreement, either party may provide the other party with confidential and/or proprietary materials and information (**"Confidential Information**). All materials and information provided by the disclosing party and identified at the time of disclosure as "Confidential" or bearing a similar legend, and all other information that the receiving party reasonably should have known was the Confidential Information of the disclosing party, shall be considered Confidential Information. This Agreement is Confidential Information, and all pricing terms are Allium Confidential Information. The receiving party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of the disclosing party. The receiving party will only use the Confidential Information internally for the purposes contemplated hereunder. The obligations in this Section shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement; (ii) is developed by the receiving party independently from and without reference to the Confidential Information; (iii) is disclosed to the receiving party by a third party without restriction; or (iv) was in the receiving party's lawful possession prior to the disclosure and was not obtained by the receiving party either directly or indirectly from the

disclosing party. The receiving party may disclose Confidential Information as required by law or court order; provided that, the receiving party provides the disclosing party with prompt written notice thereof and uses the receiving party's best efforts to limit disclosure. At any time, upon the disclosing party's written request, the receiving party shall return to the disclosing party all disclosing party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof.

5. INDEMNIFICATION

5.1 Indemnification by Customer. Customer will defend, indemnify, and hold Allium, its affiliates, suppliers, and licensors harmless and each of their respective officers, directors, employees, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim with respect to: (i) Customer Data; (ii) breach of this Agreement or violation of applicable law by Customer; or (iii) alleged infringement or misappropriation of third-party's intellectual property rights resulting from Customer Data.

5.2 Indemnification by Allium. Allium will defend, indemnify, and hold Customer harmless from and against any third party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from claims by a third party that Customer's use of the Service directly infringes or misappropriates a third party's United States (or Berne Convention signatory country) intellectual property rights (an "**Infringement Claim**"). Notwithstanding any other provision in this Agreement, Allium shall have no obligation to indemnify or reimburse Customer with respect to any Infringement Claim to the extent arising from: (i) the combination of any Customer Data with the Service; (ii) the combination of any products or services, other than those provided by Allium to Customer under this Agreement, with the Service; or (iii) non-discretionary designs or specifications provided to Allium by Customer that caused such Infringement Claim. Customer agrees to reimburse Allium for any and all damages, losses, costs, and expenses incurred as a result of any of the foregoing actions.

5.3 Notice of Claim and Indemnity Procedure. In the event of a claim for which a party seeks indemnity or reimbursement under this Section 5 (each an "**Indemnified Party**") and as conditions of the indemnity, the Indemnified Party shall: (i) notify the indemnifying party in writing as soon as practicable, but in no event later than thirty (30) days after receipt of such claim, together with such further information as is necessary for the indemnifying party to evaluate such claim; and (ii) the Indemnified Party allows the indemnifying party to assume full control of the defense of the claim, including retaining counsel of its own choosing. Upon the assumption by the indemnifying party of the defense of a claim with counsel of its choosing, the indemnifying party will not be liable for the fees and expenses of additional counsel retained by any Indemnified Party. The Indemnified Party shall cooperate with the indemnifying party in the defense of any such claim. Notwithstanding the foregoing provisions, the indemnifying party shall have no obligation to indemnify or reimburse for any losses, damages, costs, disbursements, expenses, settlement liability of a claim, or other sums paid by any Indemnified Party voluntarily, and without the indemnifying party's prior written consent, to settle a

claim. Subject to the maximum liability set forth in Section 7, the provisions of this Section 5 constitute the entire understanding of the parties regarding each party's respective liability under this Section 5, including but not limited to Infringement Claims (including related claims for breach of warranty) and each party's sole obligation to indemnify and reimburse any Indemnified Party.

6. WARRANTY

6.1 Warranty. The Service, when used by Customer in accordance with the provisions of this Agreement and in compliance with the applicable Documentation, will perform, in all material respects, the functions described in the Documentation during the Term.

6.2 Exclusive Remedies. Customer shall report to Allium, pursuant to the notice provision of this Agreement, any breach of the warranties set forth in this Section 6. In the event of a breach of warranty by Allium under this Agreement, Customer's sole and exclusive remedy, and Allium's entire liability, shall be prompt correction of any material non-conformance in order to minimize any material adverse effect on Customer's business.

6.3 Disclaimer of Warranty. Allium does not represent or warrant that the operation of the Service (or any portion thereof) will be uninterrupted or error free, or that the Service (or any portion thereof) will operate in combination with other hardware, software, systems, or data not provided by Allium, except as expressly specified in the applicable Documentation. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, ALLIUM MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE OR SERVICES, OR THEIR CONDITION. ALLIUM IS FURNISHING THE WARRANTIES SET FORTH IN SECTION 6.1 IN LIEU OF, AND ALLIUM HEREBY EXPRESSLY EXCLUDES, ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY AND ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

7. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL ALLIUM BE LIABLE FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, REPLACEMENT SERVICE, OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. ALLIUM'S LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE ORDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE CLAIM.

8. MISCELLANEOUS

8.1 Export Control. Customer hereby certifies that Customer will comply with all current applicable export control laws. Customer agrees to defend, indemnify, and hold Allium harmless from any liability for Customer's violation of any applicable export control laws.

8.2 Compliance with Laws. Customer shall comply with all applicable laws and regulations in its use of any Service, including without limitation the unlawful gathering or collecting, or assisting, in the gathering or collecting of information in violation of any privacy laws or regulations. Customer shall, at its own expense, defend, indemnify, and hold harmless Allium from and against any and all claims, losses, liabilities, damages, judgments, government, or federal sanctions, costs and expenses (including attorneys' fees) incurred by Allium arising from any claim or assertion by any third party of violation of privacy laws or regulations by Customer or any of its agents, officers, directors, or employees.

8.3 Assignment. Neither party may transfer and assign its rights and obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Allium may transfer and assign its rights under this Agreement without consent from the other party in connection with a change in control, acquisition, or sale of all or substantially all of its assets.

8.4 Force Majeure. Neither party shall be responsible for failure or delay in performance by events out of their reasonable control, including but not limited to, acts of God, Internet outage, terrorism, war, fires, earthquakes, and other disasters (each a "**Force Majeure**"). Notwithstanding the foregoing: (i) Customer shall be liable for payment obligations for Service rendered; and (ii) if a Force Majeure continues for more than thirty (30) days, either party may terminate this Agreement upon written notice to the other party.

8.5 Notice. All notices between the parties shall be in writing and shall be deemed to have been given if personally delivered or sent by registered or certified mail (return receipt), by electronic mail, or by recognized courier service.

8.6 Updates. Allium may update this Agreement from time-to-time by posting a new version of the same on the Allium website (each such version, an "**Update**"). Notwithstanding anything to the contrary, the then-current Update shall apply to each new Order, Trial, or renewal following the date such Update is posted on the Allium website.

8.7 No Agency. Both parties agree that no agency, partnership, joint venture, or employment is created as a result of this Agreement. Customer does not have any authority of any kind to bind Allium.

8.8 Governing Law. This Agreement shall be governed exclusively by, and construed exclusively in accordance with, the laws of the United States and the State of California, without regard to its conflict of laws provisions. The federal courts of the United States in the Northern District of California and the state courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the jurisdiction of such courts and waives any right it may otherwise have to challenge the appropriateness of such forums, whether on the basis of the doctrine of forum non conveniens or otherwise. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Purchase Order issued under this Agreement.

8.9 Publicity. Customer hereby authorizes Allium to identify Customer as an Allium Customer, and use Customer's name, mark and/or logo on Allium's website and/or in Allium's marketing materials with respect to the same.

8.10 Equitable Relief. If Customer breaches or threatens to breach any provision of this Agreement, Allium shall be entitled to seek immediate injunctive or other equitable relief (including specific performance) to restrain such breach or threatened breach, without the necessity of posting a bond or other security, in addition to any other remedies available at law or in equity. Nothing in this Section 8.10 shall limit Allium's right to seek other legal or equitable remedies, all of which shall be cumulative. In the event Allium prevails in any action to enforce its rights under this Agreement, Allium shall be entitled to recover from Customer all reasonable costs and expenses (including attorneys' fees) incurred in connection with such action.

8.11 Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. Any term or provision of this Agreement held to be illegal or unenforceable shall be, to the fullest extent possible, interpreted so as to be construed as valid, but in any event the validity or enforceability of the remainder hereof shall not be affected. In the event of a conflict between this Agreement and the Order document, the terms of the Order shall control.

VERSION: March 19, 2026