

TECHNOLOGY ACCESS TERMS

These **Technology Access Terms** (“**Terms**”) form a legal agreement between Cicero Technologies, Inc. dba Eudia, a Delaware corporation with offices at 32158 Camino Capistrano, Suite 104-805, San Juan Capistrano, California 92675, United States of America (“**Eudia**”), and you (“**Customer**”) in connection with that certain Law-Related Services Agreement, Order, Statement of Work or similar agreement that makes reference to these Terms (the “**Agreement**”), between you and Eudia or any of Eudia’s affiliates, and these Terms govern all access to and use of Eudia Technology (as defined below). Unless explicitly stated otherwise in these Terms, any capitalized terms shall have the meaning given to them in the Agreement. Should there be a conflict or inconsistency between these Terms and the Agreement, the Agreement shall prevail and take precedence unless otherwise explicitly set out in these Terms. IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, CUSTOMER IS NOT GRANTED PERMISSION TO ACCESS OR OTHERWISE USE EUDIA TECHNOLOGY. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” AND “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE EUDIA TECHNOLOGY.

These terms were last updated on **October 8, 2025**.

Eudia has developed and offers an Artificial Intelligence (“**AI**”) and knowledge platform that utilizes Generative AI Models to solve problems and create value for large enterprise corporate functions (the “**Platform**”). “**Generative AI Models**” are computer programs that use deep learning techniques to process vast quantities of data to understand, summarize, generate and predict new content (“**Outputs**”) based upon other data, content, or information submitted to the Generative AI Model (“**Inputs**”). Customer wishes to obtain the right to access and use the Platform.

1. DEFINITIONS.

1.1. “Customer Data” means any data, content, works, and information provided or delivered by Customer, and/or any User, to Eudia through the Eudia Services, including any Inputs Customer submits to the Platform for processing by Generative AI Models. Customer Data includes any Training Content derived from Customer Data.

1.2. “Documentation” means the user manuals provided or made available to Customer by Eudia for the Eudia Services.

1.3. “Eudia Services” means (a) access to the Platform and (b) Support Services.

1.4. “Eudia Technology” means the Platform and Documentation, as well as any and all data, information, and content presented on the Platform or through the Eudia Services, other than Customer Data, including the structure, organization, selection, coordination, and arrangements thereof, and all elements comprising the foregoing; all proprietary technology, tools, information, data, datasets, programs, server integrations, hardware, and similar resources utilized by or on behalf of Eudia to provide the foregoing, and all updates, upgrades, modifications, enhancements, or derivatives to any of the foregoing.

1.5. “Intellectual Property Rights” means all known or hereafter existing worldwide copyrights, trademarks, service marks, trade secrets, patents, patent applications, know-how, moral rights, contract rights, rights in data and databases, and other legal rights protecting data or information, and other proprietary rights.

1.6. “Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, by reference to a name, an address, an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural, geographic, or social identity.

1.7. “Train” or “Training” means to provide a Generative AI Model with Training Content for the purpose of enhancing the predictive capabilities of the Generative AI Model.

1.8. “Trained Model” means a Generative AI Model that has been modified through Training and/or the Eudia Services.

1.9. “Training Content” means Customer Data used to Train Generative AI Models, which may be “scrubbed” to remove Personal Data and information identifying Customer or its Users.

1.10. “Usage Data” means any content, data, or information that is collected or produced by the Eudia Services in connection with the use of the Eudia Services, and may include, but is not limited to, usage patterns, traffic logs and user conduct associated with the Eudia Services.

1.11. “Users” means Customer’s employees, contractors, and other individuals who are authorized by Customer to use the Eudia Services on behalf of Customer and have been supplied user identifications and passwords by Eudia for this purpose.

2. TECHNOLOGY ACCESS.

2.1. Access to Platform.

(a) Customer may access the Platform as a hosted solution, and, subject to the terms and conditions herein, Eudia grants to Customer during the term of the Agreement a non-exclusive, non-transferable (except as otherwise provided in Section 9.2), worldwide right to access and use the Platform, solely for Customer’s internal business purposes, and solely in accordance with the Documentation and any limitations set forth in the Agreement.

(b) Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the hosted Platform. Eudia may revise the Platform features and functions at any time, including without limitation by removing such features and functions.

2.2. Support Services. Subject to the terms and conditions herein, Eudia will provide Customer with certain support and maintenance services related to the Platform (“**Support Services**”). The Support Services include keeping the Platform operational and available to Customer, including installing any software updates deemed reasonably necessary to address errors, bugs, or other performance issues in the Platform.

2.3. Restrictions On Use. Customer will not, and will not permit its Users to (a) reproduce, modify, adapt, alter, translate, or create derivative works from the Eudia Technology; (b) sublicense, lease, rent, loan, sell, distribute, make available, allow access to, or otherwise transfer the Eudia Technology to any third party, (c) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Eudia Technology; (d) otherwise use or copy the Eudia Technology; (e) use the Eudia Technology to store or transmit any code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; (f) use the Eudia Services for any unlawful or unauthorized purpose; or (g) otherwise use the Eudia Services except as expressly allowed under these Terms.

3. DATA AND PROPRIETARY RIGHTS.

3.1. Customer Data. As between Customer and Eudia, Customer owns all Customer Data. Customer hereby grants to Eudia a non-exclusive right and license to use the Customer Data for the purposes of providing the Eudia Services to Customer, generating Training Content, exercising Eudia's rights hereunder, and performing Eudia's obligations hereunder. Subject to the rights granted in these Terms, Customer retains all right, title and interest in and to the Customer Data and any Intellectual Property Rights therein or related thereto, and Eudia acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by these Terms. Customer's rights in this Section 3.1 do not restrict Eudia's ownership of or other rights to information Eudia independently (a) develops or (b) receives from a third party.

3.2. Training Content. As between the parties, Customer owns all Training Content and any Intellectual Property Rights therein or related thereto. Customer hereby authorizes Eudia to create Training Content from Customer Data and to use the Training Content to perform its obligations under these Terms, including, but not limited to, Training the Platform's Generative AI Models and configuring and improving the Platform for Customer's specific use case.

3.3. Trained Models. As between the parties, Eudia owns and shall retain sole and exclusive ownership of all right, title and interest, including all Intellectual Property Rights, in and related to any Trained Models. Customer may access and use Trained Models through the Platform as part of the rights granted in Section 2.1. Notwithstanding the foregoing, Eudia shall not use any Trained Models other than to provide the Eudia Services to Customer and, upon termination of these Terms, shall permanently delete all Trained Models.

3.4. General Knowledge; Feedback. Customer agrees that Eudia is free to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) acquired during provision of the Eudia Services hereunder that it could have acquired performing the same or similar services for another customer ("**General Knowledge**"). Eudia may use and otherwise act upon any suggestions for correction, change or modification to the Eudia Services, evaluations, benchmark tests, and other feedback, information and reports provided by Customer to Eudia hereunder (collectively, "**Feedback**") with no financial, credit, confidentiality or other obligation to Customer, but is not obligated to use Feedback in any way.

3.5. Eudia Technology. The Eudia Technology and all worldwide Intellectual Property Rights therein and relating thereto is the exclusive property of Eudia and its third-party licensors, and all rights in and to the Eudia Technology which are not expressly granted to Customer under these Terms are reserved by Eudia and its suppliers and licensors. Customer will not remove, alter, or obscure any proprietary notices (including copyright notices) of Eudia or its suppliers and licensors on the Eudia Technology or Documentation.

3.6. Usage Data. Eudia retains ownership of all right, title, and interest in and to Usage Data. Eudia may use Usage Data in connection with Eudia's rights and obligations under these Terms and to operate, improve, analyze, and support the Eudia Services, for benchmarking and reporting, and for any other lawful business purposes.

3.7. Outputs. As between Eudia and Customer, and to the extent permitted by applicable law, Customer owns all Outputs and Eudia hereby assigns to Customer all of Eudia's right, title, and interest, if any, in and to Outputs. EUDIA OFFERS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY OR OTHER RIGHTS IN OUTPUTS AND CUSTOMER USES OUTPUTS AT ITS OWN RISK WITH REGARD TO ALL SUCH RIGHTS.

3.8. Processing by Generative AI Models. The Eudia Technology does not transfer Customer Data to Generative AI Models and Eudia has an agreement with the providers of the Generative AI Model that

mandates zero retention of Customer Data. In any event, while Eudia may Train Generative AI Models for Customer's specific purposes, Eudia prohibits the providers of the Generative AI Models used in the Platform from Training the Generative AI Models using Customer Data or Training Data.

3.9. Data Protection. Eudia shall safeguard Customer Data in accordance with the terms of the Security Addendum available at <https://www.eudia.com/data-processing-addendum> and will not access or use such Customer Data other than as necessary to perform its obligations or exercise its rights under these Terms. To the extent an Agreement provides for Eudia Services which involve the processing of Personal Data, the data processing addendum ("DPA") available at <https://www.eudia.com/security-addendum> governs the processing of such Personal Data. The DPA shall be incorporated by reference into this Agreement.

3.10. No Further Rights. Nothing in these Terms is intended to grant or create any right or license to either party with respect to any Intellectual Property Rights owned, licensed, or controlled by the other party, except as expressly specified herein.

4. WARRANTY; DISCLAIMER.

4.1. Mutual Warranties. Each party represents and warrants to the other that (a) these Terms constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's delivery or performance of these Terms; (c) the delivery and performance of these Terms does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound; and (d) such party will comply with all laws, rules, and regulations ("**Laws**") applicable to such party in connection with such party's performance under these Terms.

4.2. Customer Warranties. Customer represents and warrants that (a) it has the rights, permissions and consents to: (i) use and provide the Customer Data as contemplated by these Terms; (ii) grant Eudia the license to use Customer Data contained in these Terms; and (iii) allow Eudia access to and use of any third-party service provided by Customer or any User to Eudia; and (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Eudia Services.

4.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 4.1 THROUGH 4.2, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EUDIA DOES NOT WARRANT THAT CUSTOMER'S USE OF THE EUDIA SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS. EUDIA DOES NOT REPRESENT THAT THE OUTPUT WILL BE SATISFACTORY IN ANY WAY TO CUSTOMER. WHILE THE OUTPUT AND EUDIA SERVICES MAY CONCERN ISSUES RELATED TO LEGAL SERVICES OR DOCUMENTS, NEITHER THE OUTPUT NOR ANY EUDIA SERVICES CONSTITUTE FORMAL LEGAL ADVICE AND CUSTOMER ACKNOWLEDGES AND AGREES THAT THEY DO NOT, AND ARE NOT INTENDED TO, CONSTITUTE FORMAL LEGAL ADVICE. THE PROVISION OF THE EUDIA TECHNOLOGY AND EUDIA SERVICES HEREUNDER ARE FOR THE PURPOSES OF PROVIDING A FUNCTIONAL TOOL TO CUSTOMER TO FACILITATE THE DELIVERY OF LEGAL ADVICE. CUSTOMER WILL NOT RELY ON ANY OUTPUT OR EUDIA SERVICES WITHOUT SEEKING THE ADVICE OF, AND/OR VETTING ANY OUTPUT OR EUDIA SERVICES THROUGH, A DULY QUALIFIED ATTORNEY LICENSED IN THE APPLICABLE JURISDICTION. EUDIA EXPRESSLY DISCLAIMS ALL LIABILITY IN RESPECT OF CUSTOMER OR USER ACTIONS TAKEN OR NOT TAKEN BASED ON ANY OUTPUT, OR OTHERWISE IN CONNECTION WITH CUSTOMER'S USE OF THE EUDIA SERVICES. EUDIA'S PROVISION OF THE EUDIA SERVICES, INCLUDING ALL RELATED OUTPUT, ARE FOR GENERAL INFORMATIONAL PURPOSES ONLY. CUSTOMER AND ITS USERS ACKNOWLEDGE THAT THEY ARE RESPONSIBLE FOR DECISIONS,

ACTIONS, AND INACTIONS BASED ON THE USE OF THE EUDIA SERVICES. THE PLATFORM USES GENERATIVE AI MODELS TO MAKE PREDICTIONS FROM DATA PATTERNS. AI-GENERATED OUTPUT IS PROBABILITY-BASED AND SHOULD BE CHECKED FOR ACCURACY. THIS INCLUDES HAVING A QUALIFIED LAWYER REVIEW THE OUTPUT.

5. INDEMNITY.

5.1. Indemnification by Eudia. Eudia will defend any claim, suit, or action against Customer brought by a third party to the extent based on (a) an allegation that the Eudia Technology infringes any Intellectual Property Rights of such third party (“**Infringement Claim**”); or (b) Eudia’s fraud, gross negligence, or intentional misconduct (each, including Infringement Claims, a “**Customer Claim**”), and Eudia shall indemnify and hold Customer harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys’ fees and other legal expenses) (collectively, “**Losses**”) that are specifically attributable to such Customer Claim or those costs and damages agreed to in a settlement of such Customer Claim.

5.2. Indemnification by Customer. Customer shall defend, any claim, suit, or action against Eudia brought by a third party to the extent that such claim, suit or action is based upon (a) Customer Data or any use thereof, except where Eudia’s use of Customer Data violates these Terms, (b) Customer’s or Users’ fraud, gross negligence or intentional misconduct, or (c) Customer’s breach of or non-conformance with Section 2.3 (each a “**Eudia Claim**”) and Customer shall indemnify and hold Eudia harmless, from and against Losses that are specifically attributable to such Eudia Claim or those costs and damages agreed to in a settlement of such Eudia Claim. Notwithstanding the foregoing, Customer will have no obligation under this Section 5.2 or otherwise with respect to any Eudia Claim to the extent based upon Eudia’s use of the Customer Data in violation of these Terms.

5.3. Procedures for Infringement Claims. In the event that the use of the Eudia Services is enjoined due to an Infringement Claim, Eudia shall, at its option and at its own expense, either (a) procure for Customer the right to continue using the Eudia Services, (b) replace the applicable portion of the Eudia Technology with a non-infringing but functionally equivalent product, (c) modify the applicable portion of the Eudia Technology so it becomes non-infringing or (d) terminate these Terms and refund the amounts Customer paid for the Eudia Services (if any) that relate to the period during which Customer was not able to use the Eudia Services. Notwithstanding the foregoing, Eudia will have no obligation under Section 5.1 with respect to any infringement claim based upon: (i) any use of the Eudia Services not in accordance with these Terms; (ii) any use of the Eudia Services in combination with products, equipment, software, or data that Eudia did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Eudia Services by any person other than Eudia or its authorized agents or contractors. Section 5.1 states Eudia’s entire liability and Customer’s sole and exclusive remedy for infringement claims or actions.

5.4. Procedures for All Claims. The indemnified party under Sections 5.1 and 5.2 shall (a) promptly notify the indemnifying party in writing of such Eudia Claim or Customer Claim, as applicable (“**Claim**”); (b) give the indemnifying party sole control of the defense of the Claim and any related settlement negotiations; and (c) cooperate and, at the indemnifying party’s request and expense, assist in such defense. Notwithstanding the foregoing, the indemnifying party may not settle any claim that would bind the indemnified party to any positive obligation (other than payment covered by the indemnifying Party) or require any admission of fault by the indemnified party, without the indemnified party’s prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Failure by the indemnified party to notify the indemnifying party of a claim will not relieve the indemnifying party of its obligations, however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given (or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section).

6. LIMITATION OF LIABILITY.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, OR FOR ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THESE TERMS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE HIGHER OF (a) \$500,000.00 WITH RESPECT TO ANY OFFERING DURING A TRIAL PERIOD OR FOR WHICH NO FEES ARE PAID OR OWED BY CUSTOMER AND (b) WITH RESPECT TO ANY OFFERING NOT UNDER A TRIAL PERIOD OR FOR WHICH FEES ARE PAID OR OWED BY CUSTOMER, THE AMOUNT OF FEES PAID OR OWED BY CUSTOMER TO EUDIA UNDER THE AGREEMENT DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. THE LIMITATION OF LIABILITIES SET FORTH IN THIS SECTION 6 DO NOT APPLY TO A PARTY'S OBLIGATIONS UNDER SECTION 5 OR TO LIABILITY ARISING FROM CUSTOMER'S BREACH OF SECTION 2.3. Customer acknowledges and agrees that Eudia has based its pricing on and entered into these Terms in reliance upon the limitations of liability and disclaimers of warranties and damages in this Section 6, and that such terms form an essential basis of the bargain between the parties. If applicable law limits the application of the provisions of this Section 6, Eudia's liability will be limited to the maximum extent permissible.

7. CONFIDENTIALITY.

Each party (the "**Disclosing Party**") may from time to time disclose to the other party (the "**Receiving Party**") certain information regarding the business of the Disclosing Party and its suppliers, including technical, marketing, financial, employee, customer, planning, and other confidential or proprietary information ("**Confidential Information**"). Any information that the Receiving Party knew or should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party will be considered Confidential Information of the Disclosing Party. The Eudia Technology, including without limitation any routines, subroutines, directories, tools, programs, or any other technology included therein, shall be considered Eudia's Confidential Information. The Customer Data shall be considered Customer's Confidential Information. Each Receiving Party agrees to protect from disclosure the Disclosing Party's Confidential Information with the same degree of care that it affords its own confidential information, but in no event with less than reasonable care, and to only use the Discloser's Confidential Information as is necessary to perform its obligations and exercise its rights under this Agreement. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's request and expense, in any lawful action to contest or limit the scope of such required disclosure or obtain a protective order. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control promptly upon the termination or expiration of the Agreement or the written request of the Disclosing Party; provided that the Receiving Party may keep copies for its legal and archival purposes.

8. TERM AND TERMINATION.

8.1. Term. These Terms are effective on the Effective Date or similar date in the Agreement and will continue in effect so long any portion of the Agreement remain in effect, unless terminated (“**Term**”).

8.2. Termination. Either party may terminate these Terms if the other party breaches any material provision of these Terms, provided, that, where curable, the breaching party does not cure such breach within 30 days after receiving notice thereof.

8.3. Suspension. Notwithstanding anything to the contrary in these Terms, Eudia may suspend Customer’s access to the Eudia Services if Eudia determines that: (a) there is an attack on the Eudia Services; (b) Customer’s or any of its Users’ use of the Eudia Services poses a reasonable risk of harm or liability to Eudia and, if capable of being cured, Customer is not taking appropriate action to cure such risk; (c) Customer has breached Sections 2.3; (d) Customer’s or its Users’ use of the Eudia Services violates applicable law; or (e) Customer has failed to pay any undisputed charge owed when due and has failed to cure such late payment within 15 days after Eudia has provided Customer with written notice of such late payment. Eudia shall use commercially reasonable efforts to provide Customer with notice of such suspension. Eudia may suspend Customer’s access to the Eudia Services until the situation giving rise to the suspension has been remedied to Eudia’s reasonable satisfaction.

8.4. Effects of Termination. Upon termination or expiration of the Agreement, any amounts owed to Eudia under the Agreement before such termination or expiration will be immediately due and payable, all access rights to the Eudia Services granted in the Agreement will immediately cease to exist and Customer must promptly discontinue all use of the Eudia Technology and Eudia Services. Sections 1, 3, 4, 5, 6, 7, 8.4, and 9, together with any accrued payment obligations, will survive expiration or termination of the Agreement for any reason.

9. GENERAL.

9.1. Compliance with Laws. Each party shall comply with all applicable laws and regulations in connection with the provision and use (as applicable) of the Eudia Services.

9.2. Insurance. Eudia agrees to maintain, throughout the Term, industry standard insurance coverage in amounts appropriate to the nature of its business. All insurance policies required under this Section 9.2 will be issued by insurance companies with a Best’s rating of no less than A-VII. Upon Customer’s written request, Eudia will provide Customer with copies of its most recent certificates of insurance. Nothing in this Section 9.2 is intended to waive, restrict, or limit the liability of either party under these Terms.

9.3. Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under these Terms to any third party without the other party’s prior written consent, which consent will not be unreasonably withheld or delayed; except that each party may assign these Terms, without consent, to an affiliate or any successor to all or substantially all its business or assets to which these Terms relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any attempted assignment or transfer in violation of the foregoing will be null and void. These Terms are binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

9.4. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party (each a “**Force Majeure Event**”).

9.5. Independent Contractors. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by these Terms.

9.6. Notices. All notices, consents, and approvals under these Terms must be delivered in writing by courier or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth in the Agreement and will be effective upon receipt or when delivery is refused. Either party may change its address by giving notice of the new address to the other party.

9.7. Governing Law. These Terms will be governed by and interpreted in accordance with the laws of the State of California, without reference to its choice of laws rules. The parties expressly exclude the application of the United Nations Convention on the International Sale of Goods. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, state or federal courts sitting in California in any litigation arising out of these Terms or the Eudia Services.

9.8. Subcontractors. Eudia may utilize subcontractors and subprocessors (“**Subcontractors**”) in the performance of its obligations, provided that Eudia shall remain liable and responsible for the Subcontractors’ acts and omissions to the extent any of such acts or omissions, if performed by Eudia, would constitute a breach of, or otherwise give rise to liability to Eudia under, these Terms when they are performing for or on behalf of Eudia.

9.9. Remedies. Except as provided in these Terms, the parties’ rights and remedies under these Terms are cumulative. Customer acknowledges that the Eudia Technology contains valuable trade secrets and proprietary information of Eudia, that any actual or threatened breach of Sections 2.3 or 7 may constitute immediate, irreparable harm to Eudia for which monetary damages would be an inadequate remedy, and that Eudia is entitled to seek injunctive relief in the event of any such actual or threatened breach.

9.10. Waivers; Severability. All waivers must be in writing. Any waiver or failure to enforce any provision of these Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. If any provision of these Terms is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

9.11. Entire Agreement. These Terms and the Agreement constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. These Terms may be amended only by a written document signed by both parties.