



MASTER TERMS AGREEMENT

These master terms and conditions (the "Terms"), and together with (as applicable) your Purchase Order, and any Support Addendum are a binding agreement between you ("you" or "Customer") and Left Hand Robotics, Inc. ("LHR", "us" or "we") governing your use of the LHR robotic systems, including all equipment, software, and Software Support Services ordered on your Purchase Order. LHR reserves the right to amend, discontinue, limit, disable, terminate, or cancel any feature of the App at any time. This Agreement is effective as of the date you entered into your Purchase Order ("**Effective Date**").

1. DEFINITIONS.

1.1 "Agreement" means the signature page, any Purchase Order, these Master Terms and any addendum attached hereto.

1.2 "App" means the web or mobile application and services that enable Customer's use of the System, as may be updated or upgraded by LHR.

1.3 "Documentation" means all user manuals provided or made available to Customer for the Software, System, or App, in either electronic, online help files or hard copy format.

1.4 "Equipment" means the base robot, any attachments, plus any supporting hardware required to operate the system as identified in the applicable Purchase Order.

1.5 "Purchase Order" means a purchase order, order form, or similar ordering document which has been mutually agreed to by the parties that specifies the products and services ordered by Customer under this Agreement, including the type or quantity of items, and the fees for such items.

1.6 "Software" means the LHR software programs embedded in the Equipment, and any Updates and Upgrades (as defined in the Support Addendum) thereto that LHR may provide to Customer in connection with Software Support Services. The "Software" includes the App, as applicable.

1.7 "System" means collectively, the Equipment and Software.

1.8 "Software Support Services" means the support services for the Software and App, purchased by Customer under a Purchase Order, and as described at https://roc.lefthandrobotics.com/static/software_support.pdf (the "**Support Addendum**") hereby incorporated herein.

1.9 "Users" means Customer's employees, independent contractors and other individuals who are authorized to use the System on behalf of Customer and have been supplied user identifications and passwords by LHR for this purpose.

2. ORDERING AND DELIVERY.

2.1 Order Documents. This Agreement governs Customer's purchase of the Equipment, license of the Software, and receipt of services from LHR. Any unilateral terms or conditions on any materials that Customer regularly uses (e.g., quotations, pre-printed materials, order forms, invoices, order acknowledgement terms and conditions) or any standard terms associated with a Customer purchase order or other order document (e.g., general terms and conditions attached to the purchase order form) will be not binding on the parties and of no consequence whatsoever in interpreting the parties' legal rights and responsibilities as they pertain to System or services provided under this Agreement. No such materials will be deemed to modify, add to, or supersede any provision of this Agreement. Neither party will have any obligations or liability to the other party with respect to any purchase orders that are not accepted by both parties. To the extent of any contradictions or inconsistencies between the following documents that make up the Agreement, the following order of precedence will apply to the interpretation of the various documents: (a) these Master Terms; (b) related addendum; and (c) Purchase Order. All Purchase Orders are covered by and subject to the terms and conditions of this Agreement.

2.2 Shipment and Delivery Terms. Upon agreement of a Purchase Order, LHR will establish a shipping date for the relevant Equipment (which may include Software) as close as practicable to Customer's requested date, subject to LHR's available inventory and then-current lead time requirements. LHR may allocate its then-current inventory and other resources in its discretion. LHR shall not be liable for any damage or penalty arising



from delay in delivery or from failure to give notice of any delay. Shipments will be made FOB destination unless otherwise set forth on the Purchase Order in accordance with Incoterms 2010. For any shipments outside the US: (1) Customer shall be the importer of record; and (2) Customer shall provide LHR with Customer's associated VAT registration number prior to shipment, if applicable. Risk of loss or damage and title to Equipment (but not any Software, which is licensed hereunder and not sold to Customer) shall pass to Customer upon delivery of Equipment to Customer. All delivered Equipment and Software shall be deemed accepted by Customer upon such delivery.

3. USE OF ROBOTIC SYSTEM.

3.1 Embedded Software License. Subject to the terms and conditions of this Agreement, during the term of the Agreement, LHR grants Customer a non-exclusive, non-transferable (except as otherwise expressly permitted in this Agreement), non-sublicenseable license solely to use the Software as embedded in the Equipment, solely in connection with Customer's use of the accompanying Equipment, and solely in accordance with any applicable Documentation.

3.2 Open Source. Certain items of software included with the Software are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this section. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this document limits Customer rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. In particular, nothing in this Agreement restricts Customer's right to copy, modify, and distribute that Open Source Software subject to the terms of the applicable end user license.

3.3 Restrictions.

(a) Customer acknowledges that the Equipment and Software contain proprietary and valuable information of LHR and/or its licensors and is considered to be trade secrets of LHR and/or its licensors. Customer shall not, and shall not permit others to: (a) modify, adapt, alter, translate, or create derivative works from the Equipment and/or Software or the Documentation; (b) sublicense, distribute, sell or otherwise transfer the Equipment and/or Software or Documentation to any third party, except as permitted by this Agreement; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (d) otherwise use or copy the Equipment and/or Software or Documentation except as expressly permitted in Section 3.1; or (e) use the System or Documentation to create a competing product or service. Customer shall retain on all copies of the Equipment and/or Software all copyright and other proprietary notices or legends included by LHR and/or its licensors.

(b) Except as specifically set forth in this Agreement, Customer shall not transfer possession of the Equipment and/or Software to any third party unless the transfer is a transfer of the System as a whole and such transfer is subject to an agreement between Customer and the transferee that includes the restrictions contained in this Agreement. In connection with any permitted transfer of the System, Customer may transfer the Equipment, together with the Software, as a single unit, to a third party provided that any such third party agrees in writing to comply with the restrictions set forth in this Agreement regarding the Equipment and the Software. Customer shall enforce the terms of this Agreement or such other agreement between Customer and the transferee to the extent such transferee breaches the restrictions set forth in this Agreement or such other agreement.

(c) LHR may unilaterally cancel any order that it believes has been made in bad faith. LHR may also cancel your order and refund your deposit if it discontinues a product or feature after the time you place your order.

(d) Customer shall not, and shall not permit any third party to, modify or make adjustments to the System, without LHR's prior written approval.

3.4 No Source Code. Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the Software or any portion thereof is compiled or interpreted.

3.5 Services.

(a) Subject to the terms and conditions of this Agreement, so long as Customer pays the Software Support Services fees, LHR grants to Customer, during the term of the Agreement a non-exclusive, non-transferable right to access and use the App for the number of Users for which Customer has paid the applicable fees (as set forth on the Purchase Order), solely for the performance of Customer's internal business purposes in accordance with the Documentation, the limitations set forth in the Support Addendum if any, and the other terms and conditions of this Agreement. Except as expressly permitted in this Agreement or as otherwise authorized by LHR in writing, Customer will not, and will not permit any User to (a) modify, adapt, alter, translate, or create derivative works from the App or any underlying software; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the App to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the App or any underlying software; (d) interfere in any manner with the operation of the App; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of LHR or its licensors contained within the Documentation or displayed in connection with the App (including any underlying software); (f) otherwise use the App or any underlying software except as expressly allowed under this Agreement; or (g) use the App to create a competing product or service. Customer will not publish or otherwise distribute or disclose any benchmarking results, product comparisons, testing done on the System, performance metrics, or other information without LHR's express prior written consent in each instance.

(b) Each User will use their own unique email address ("User ID") for access to and use of the App. Customer shall be responsible for ensuring the security and confidentiality of its User IDs. User IDs may not be shared with anyone else. Customer's access and use of the App will be limited to the number of Users for which Customer has paid the applicable fees. Customer will prevent unauthorized access to, or use of, the App, and notify LHR promptly of any such unauthorized use. If Customer wishes to add additional Users, Customer may do so through the App and will pay any additional fees for such Users.

(c) Customer is solely responsible for providing, at its own expense, all network access to the App, including, without limitation, acquiring, installing and maintaining all telecommunications equipment, hardware, software and other equipment as may be necessary to connect to, access and use the App. LHR may send push notifications to the device of any User. If a User does not wish to receive push notifications that User may go to its device settings and change those settings. A User may not be able to take full advantage of the functionality of the System without utilizing push notifications.

(d) Except as set forth herein, LHR may access, use, collect, extract, compile, synthesize, and analyze any information obtained by LHR provided by Customer or any User, or regarding Customer or any User in order to provide the System and App to Customer, as well as to improve the System and App and develop new products and services. Notwithstanding the foregoing, except as prohibited by law, LHR has the right to collect, extract, compile, use, share, distribute, synthesize and analyze anonymized use data (e.g., non-personally identifiable information) about or resulting from the use or access to System and App by Customer and its Users ("**Use Data**"). LHR shall own all Use Data and may use or share Use Data for any legitimate purpose. Additionally, LHR shall own all Feedback received from Customer or any User. "**Feedback**" means information, comments, suggestions, and other feedback regarding the use, operation, functionality, and characteristics of the System, the App, or LHR's services. Feedback is voluntary, and is not confidential, and LHR may use any Feedback it receives for any legitimate purpose without obligation of any kind.

4. **AUTONOMY SERVICES.**

4.1 During the term set forth in Section 11 below, and under the terms and conditions in this Agreement, LHR agrees to provide the following services (the "**Autonomy Services**"):

(a) **Autonomy Features.** With the Autonomy Features enabled, subject to the terms and conditions of this Agreement, each robot is designed to operate along pre-configured routes with little to no direct control by Customer as set forth in the Documentation.

(b) **Data Reporting Services.** LHR will make available to Customer summary data on the usage and times of operation of each robot in the form of job reports following the completion of each robot program execution.

5. **Activation.** For each piece of Equipment, LHR shall provide Customer with access to the Documentation and LHR's library of training videos as to the operation and uses of that Equipment and associated Autonomy Services, including but not limited to, operation within the scope of intended uses. After Customer has



successfully completed the training for a piece of Equipment, LHR will activate the Autonomy Services for that unit. Customer shall then instruct all operators of that Equipment how to use the Equipment and Autonomy Services in accordance with the training. All other training, including without limitation any on-site training, shall be at Customer's sole expense.

6. FEES AND PAYMENTS.

6.1 Prices. In consideration for the sale of the Equipment, license of the Software, use of the App and provision of any services under this Agreement, Customer agrees to pay to LHR the agreed upon prices for the System, use of the App, and services (including Software Support Services) set forth in the applicable Purchase Order. Customer shall additionally pay all freight charges, insurance, applicable taxes, and other shipping expenses applicable to the delivery of such Equipment, as well as expenses for any special packing requested by Customer. All fees paid by Customer shall be in United States dollars and are non-refundable, except as expressly set forth in this Agreement.

6.2 Payment. Twenty percent (20%) of the total amount due for the Equipment is due and payable upon acceptance of the Purchase Order, and the balance for the System is due upon delivery. Except as otherwise provided in any applicable Purchase Order, all amounts due hereunder shall be due within 30 days after invoice receipt. All payments by Customer for a given invoice shall be made in accordance with the invoice instructions. All fees and other charges set forth herein are exclusive of any applicable taxes, assessments, surcharges, levies, export and import fees, customs duties or similar items assessed by a governmental body (other than taxes on the net income of LHR) on products and services now or hereafter sold or provided pursuant to this Agreement, which taxes shall be paid by Customer. LHR reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of 1½% per month or the maximum amount permitted by applicable law on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance. Customer must notify LHR in writing of any dispute or disagreement with invoiced charges within 30 days after invoice receipt. Except as set forth on a Purchase Order, the deposit is refundable until such time as LHR begins fulfilling the order (as determined in LHR's sole discretion). After the order begins fulfillment it is non-refundable.

6.3 Refund within first 30 days. Within thirty (30) days of the Activation Date of the Equipment, if Customer is not satisfied with that piece of Equipment, Customer may return that Equipment and terminate Autonomy Services for that Equipment with fifteen (15) days prior written notice for a refund of seventy-five percent (75%) of the Purchase Price of that Equipment, so long as such Equipment and any other materials provided by LHR are returned in the same condition as it was delivered, in the original packaging, without any damage, and without any missing pieces or parts. For clarity, if Customer elects to return the Equipment under this section, all the Equipment purchased or licensed by Customer under the applicable Purchase Order must be returned. Additionally, Customer shall not be refunded for any initial shipping expenses. Customer shall return the Equipment to LHR in accordance with LHR's instructions and at LHR's expense.

6.4 Security Interest. As collateral security for all of Customer's payment obligations under this Agreement, Customer hereby grants LHR a first priority security interest in the System purchased or to be purchased hereunder to the maximum extent permitted by law. Customer shall, at LHR's expense, take all commercially reasonable action required by LHR to further evidence and/or perfect such security interest, including without limitation executing and delivering a separate security agreement and UCC-1 financing statement.

7. OWNERSHIP. Customer acknowledges that LHR and its licensors own all right, title, and interest, including all patent, copyright, trade secret, trademark, moral rights and other intellectual property rights ("Intellectual Property Rights") in and to the System, (including all components thereof), all software of LHR provided or made accessible hereunder, the App, Documentation, any databases created by LHR using data processed under this Agreement (including any data models, structures, or data contained therein), including any improvements, enhancement or derivatives thereto, and that such items reflect LHR's selection, arrangement, coordination, and expression of such information and may contain confidential information, trade secrets, and/or patented technology. Customer shall not engage in any act or omission that would impair LHR's and/or its licensors' Intellectual Property Rights in any System or the App. LHR reserves all rights in such items except the limited rights granted to Customer hereunder.

8. WARRANTY



8.1 Warranty.

(a) LHR warrants that the System will perform in accordance with the limited warranty located at <https://roc.lefthandrobotics.com/static/limited-warranty.pdf> (the "Limited Warranty") which is hereby incorporated hereto.

(b) Customer represents and warrants that: (a) all Users, including without limitation anyone operating the System, will be properly trained in how to use the System; (b) Users will not be under the influence of drugs or alcohol while operating the System; (c) neither it nor any User shall use the System for illegal purposes, including without limitation for any surveillance purposes; (d) it and its Users will only operate the System on property where it has explicit permission to do so; and (e) neither it nor any User will use the System in connection with any other route guidance or autonomous vehicle except as approved by LHR.

8.2 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SYSTEM, APP AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY LHR ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND LHR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SYSTEM REQUIRES A CELLULAR CONNECTION. ALL CELLULAR AND GNSS SERVICES USED ARE USED AT CUSTOMER'S OWN RISK – LHR MAKES NO WARRANTIES THAT THE CELLULAR SERVICES OR GNSS SERVICES WILL WORK AS INTENDED. CUSTOMER RECOGNIZES THAT THE SYSTEM AND ALL SERVICES PROVIDED THROUGH THE SYSTEM ARE NOT INTENDED TO REPLACE CUSTOMER'S PRIMARY ORGANIZATIONAL, MANAGEMENT, AND COMMUNICATIONS SYSTEMS. THE SYSTEM AND ALL SERVICES PROVIDED THROUGH THE SYSTEM ARE NOT BUILT FOR ERROR-FREE ACCESS AND THAT INTERRUPTIONS, CRASHES, DOWNTIME, DELAYS AND LATENCY MAY OCCUR FROM TIME TO TIME. THE SYSTEM IS NOT FAULT TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE FOR OR WITH REAL TIME ROUTE GUIDANCE OR FOR OR IN CONNECTION WITH ANY SYSTEMS OR FUNCTIONS FOR AUTOMATIC OR AUTONOMOUS CONTROL OF VEHICLE BEHAVIOR, WHERE THE FAILURE OF THE PLATFORM COULD LEAD TO DEATH, PERSONAL INJURY, OR ENVIRONMENTAL DAMAGE.

9. LIMITATION OF LIABILITY.

9.1 EXCEPT FOR EACH PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL LHR OR CUSTOMER BE LIABLE UNDER THIS AGREEMENT FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF THE SAME, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, WHETHER TORT, CONTRACT, OR STRICT LIABILITY.

9.2 EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, LHR'S AND CUSTOMER'S CUMULATIVE LIABILITY FOR ANY OTHER DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED THE AMOUNTS PAID OR PAYABLE TO LHR BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF A CLAIM.

9.3 The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

10. INDEMNIFICATION.

10.1 LHR shall indemnify, defend and hold harmless Customer, and its affiliates, from and against any claim or action against Customer brought by a third party to the extent that such claim or action is based upon (i) any collision or operational property damage or personal injury caused by the Equipment as a result of the Autonomy Services failing to perform in accordance with the Documentation while any Equipment is operating (a) in autonomous mode, (b) in accordance with the usage requirements and restrictions set forth in the

Agreement and the Documentation, and (c) without any modifications to the Equipment or software provided by LHR (except for those modifications that are approved by LHR in writing), (ii) LHR's gross negligence or willful misconduct, or (iii) an allegation that the System, as provided by LHR, infringes or misappropriates any issued U.S. patent, copyright or any trade secrets under U.S. law ("Claim") and LHR shall indemnify and hold Customer harmless from and against those damages, liabilities, costs and reasonable expenses (including reasonable attorneys' fees) attributable to any such Claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer giving LHR: (a) prompt written notice of such Claim; (b) sole control over the defense and settlement of such Claim; and (c) proper and full information and assistance to settle and/or defend such Claim. Notwithstanding the foregoing, LHR shall have no obligation or liability to the extent that the alleged infringement arises from (1) the combination, operation, or use of the System with products not furnished by LHR; (2) modifications or alterations to the System not made by LHR; (3) failure to use Updates to any Software made available by LHR; or (4) use of the System in a manner for which it was not designed, as evidenced by any Documentation.

10.2 In the event of an infringement action against LHR with respect to any materials or services provided by LHR hereunder, or in the event that LHR believes that such an action is likely, LHR may, at its option either (a) appropriately modify such materials and/or services so that they become non-infringing, or substitute functionally equivalent materials or services; (b) obtain a license to the applicable third party intellectual property rights; or (c) terminate this Agreement on written notice to Customer and, upon Customer's return of the Equipment to LHR at LHR's expense (if such return is requested by LHR), LHR shall refund Customer a pro-rata portion of the amount paid by Customer for the Equipment, amortized over the Equipment's useful life, as determined by LHR. THE OBLIGATIONS SET FORTH IN THIS SECTION 10 SHALL CONSTITUTE LHR'S ENTIRE LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION.

10.3 Customer shall defend, indemnify and hold harmless LHR and its affiliated companies and each of their respective officers, directors, employees and agents from and against any claims, liabilities, losses, damages, judgments, awards, fines, penalties, costs and expenses (including reasonable attorneys' fees and defense costs) which may be sustained or suffered by any of them arising out of or based upon: (a) Customer's (and its Users') access to and use of the App or System, except to the extent arising from LHR's breach of this Agreement or LHR's negligence or willful misconduct; (b) Customer's (or its Users') breach of Section 8.1(b); or (c) Customer (or its Users) gross negligence or intentional misconduct.

11. TERM AND TERMINATION.

11.1 Agreement. This Agreement shall begin on the Effective Date and continue until terminated by either party pursuant to this Agreement ("**Term**").

11.2 Termination. Either party may terminate this Agreement and/or any applicable Purchase Order immediately upon written notice in the event that the other party materially breaches this Agreement and thereafter (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within 30 days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating party) within 30 days after receiving written notice thereof. LHR may terminate this Agreement: (a) after the third anniversary of the Effective Date, for any or no reason, upon ninety (90) days' written notice to Customer; (b) upon written notice to Customer if LHR discontinues support for the System.

11.3 Accrued Obligations. Termination of this Agreement and/or any applicable Purchase Order shall not release the parties from any liability which at the time of termination has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement or Purchase Order to survive termination.

11.4 Cumulative Remedies. Except as expressly set forth in this Agreement, termination of this Agreement or Purchase Order, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby.

11.5 Effect of Termination. Upon termination of this Agreement for any reason, any amounts owed to LHR under this Agreement before such termination will be immediately due and payable. Upon any termination: (a) Customer shall promptly pay to LHR all amounts due and payable hereunder; and (b) Customer shall cease use of the App and any Software.



12. MISCELLANEOUS.

12.1 Applicable Law. This Agreement, and the rights and obligations of the parties hereunder, shall be construed in accordance with, and shall be governed by, the laws of the State of Colorado, without giving effect to the principles of conflict of laws thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

12.2 Force Majeure. LHR shall be excused from performance of its obligations under this Agreement and any applicable Purchase Order if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of LHR. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.3 Notices. All notices and other communications hereunder shall be given in writing and shall be deemed to have been duly given and effective (i) upon receipt if delivered in person; (ii) upon delivery after deposit prepaid with a national overnight express delivery service; or (iii) 3 days after deposit in the United States certified mail, postage prepaid, return receipt requested to the addresses set forth on the signature page or to such other address as a party may specify in writing.

12.4 Survival of Obligations. The following provisions shall survive termination or expiration of this Agreement: Sections 1, 2.1, 3.3, 4.2, 4.3, 5, 6.1(b), 6.2, 7, 8, 9 and 10.

12.5 Assignment. Neither party may assign this Agreement or its rights hereunder without the other party's prior written consent; except that a party may assign this Agreement, by operation of law or otherwise, without consent, to any successor to its business or assets to which this Agreement 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. To the extent not prohibited hereby, this Agreement and any Purchase Order shall be binding upon and inure to the benefit of LHR and Customer and their successors and permitted assigns.

12.6 Independent Contractors. Customer and LHR acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them.

12.7 Amendment. No amendment to this Agreement or any Agreement or Purchase Order shall be valid unless such amendment (a) is made in writing, (b) expressly references this Agreement, and (c) is signed by the authorized representatives of the parties.

12.8 Waiver. The waiver by either party of a breach of any provision of this Agreement or any Agreement or Purchase Order shall not operate or be construed as a waiver of the same or any other breach by that party, whether prior or subsequent. Any waiver under this Agreement or any Purchase Order must be in writing and signed by an authorized representative of the waiving party.

12.9 Severability. If any term or provision of this Agreement or any Agreement or Purchase Order is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement or Purchase Order shall not thereby be affected, and this Agreement shall be deemed amended to the extent necessary to delete such provision.

12.10 Causes of Action. No action arising from or related to this Agreement may be brought by either party more than 1 year after the cause of action has accrued, except that an action for non-payment may be brought within 2 years after the date such amount was due.

12.11 Attorney Fees. The prevailing party in any legal action to enforce or interpret this Agreement shall be entitled to recover reasonable legal fees and costs (including the reasonable expenses of expert witnesses and other professionals).

12.12 Government Rights. The Software (and App) is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government and users acquire the Software with only those rights set forth herein.

12.13 Export Regulations. Both parties must adhere to all applicable laws, regulations and rules relating to



the export of commodities, technology, software, personal information and technical data (whether or not Confidential Information), and may not export or re-export any Confidential Information, commodities, technology, software, personal information or technical data, or any direct product of such personal information or technical data, except in accordance with such applicable laws, regulations and rules.

12.14 Entire Agreement. This Agreement and Purchase Orders entered into in connection herewith represent the entire agreement between the parties hereto with respect to the subject matter addressed in this Agreement and Purchase Orders, and is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to such subject matter, whether written or oral.