

## RELATIVITY TERMS AND CONDITIONS

These terms and conditions for services (these "**Terms**") are the only terms that govern the provision of services by Mr. Automation, LLC, a Florida limited liability company d/b/a as Relativity ("**Relativity**") to its clients and customers (each, a "**Customer**").

The accompanying statement of work (the "**SOW**") and these Terms (collectively, this "**Agreement**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the SOW, these Terms shall govern unless the SOW expressly states that the terms and conditions of the SOW shall control.

These Terms prevail over any of Customer's general terms and conditions regardless of whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

1. Services. Relativity shall provide the services to Customer as described in the SOW (the "**Services**") in accordance with these Terms.

2. Performance Dates. Relativity shall use reasonable efforts to meet any performance dates specified in the SOW, and any such dates shall be estimates only. In the event Relativity needs additional time to complete a given task, Relativity shall be permitted to extend any deadline accordingly.

3. Customer's Obligations. Customer shall:

(a) cooperate with Relativity in all matters relating to the Services and if necessary, provide such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Relativity, for the purposes of performing the Services;

(b) respond promptly to any Relativity request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Relativity to perform Services in accordance with the requirements of this Agreement;

(c) provide such Customer materials or information as Relativity may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects; and

(d) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to start.

4. Customer's Acts or Omissions; Termination of Terms. If Relativity's performance of its obligations under these Terms or a SOW is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Relativity shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay. Relativity may terminate these Terms and any SOW with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with these Terms or an applicable SOW, in whole or in part; or (iii) becomes

insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

5. Change Orders.

(a) If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other party in writing. Relativity shall, within a reasonable time after such request, provide a written estimate to Customer of:

(i) the likely time required to implement the change;

(ii) any necessary variations to the fees and other charges for the Services arising from the change;

(iii) the likely effect of the change on the Services; and

(iv) any other impact the change might have on the performance of this Agreement.

(b) Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

(c) Relativity may charge for the time it spends assessing and documenting a change request from Customer on a time and materials basis in accordance with the SOW.

6. Fees and Expenses; Payment Terms; Interest on Late Payments.

(a) In consideration of the provision of the Services by Relativity and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the SOW.

(b) Customer agrees to reimburse Relativity for all reasonable travel and out-of-pocket expenses incurred by Relativity in connection with the performance of the Services.

(c) Unless an SOW states otherwise, Customer shall pay all invoiced amounts due to Relativity within ten (10) days from the date of Relativity's invoice. Customer shall make all payments hereunder in US dollars.

(d) In the event payments are not received by Relativity by the applicable deadline, Relativity may:

(i) charge interest on any such unpaid amounts at a rate of 8% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid; and

(ii) suspend performance for all Services until payment has been made in full.

7. Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

8. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents and other materials that are used or prepared by or on behalf of Relativity in the course of performing the Services shall be owned by Relativity and all work product and deliverable shall be owned by Customer.

9. Confidential Information.

(a) All non-public, confidential or proprietary information of Relativity, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Relativity to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Customer without the prior written consent of Relativity. Confidential Information does not include information that is:

- (i) in the public domain;
- (ii) known to Customer at the time of disclosure; or
- (iii) rightfully obtained by Customer on a non-confidential basis from a third party.

(b) Customer agrees to use the Confidential Information only to make use of the Services and Deliverables.

(c) Relativity shall be entitled to injunctive relief for any violation of this Section.

10. Representation and Warranty.

(a) Relativity represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) Relativity shall not be liable for a breach of the warranty set forth in Section 10(a) above, unless Customer gives written notice of the defective Services, reasonably described, to Relativity within five (5) days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 10(b), Relativity shall, in its sole discretion, either:

- (i) repair or re-perform such Services (or the defective part); or
- (ii) credit or refund the price of such Services at the pro rata contract rate.

**(d) THE REMEDIES SET FORTH IN SECTION 10(C) SHALL BE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND RELATIVITY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(A).**

**11. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 10(A) ABOVE, RELATIVITY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

**12. Limitation of Liability.**

**(a) IN NO EVENT SHALL RELATIVITY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT RELATIVITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

**(b) IN NO EVENT SHALL RELATIVITY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO RELATIVITY PURSUANT TO THE APPLICABLE SOW.**

**(c) The limitation of liability set forth in Section 12(b) above shall not apply to (i) liability resulting from Relativity's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Relativity's negligent acts or omissions.**

**13. Non-Solicitation; Non-Competition. So long as these Terms have not been terminated and for a period of twenty-four (24) months following termination of these Terms, (i) Customer shall not solicit for employment or otherwise attempt to hire any employee or contractor of Relativity, or interfere with any contractual relationship of any party in which Relativity has a business relationship, and (ii) Customer shall not engage or otherwise obtain services from any competitor of Relativity without Relativity's prior written consent.**

**14. Waiver. No waiver by Relativity of any of the provisions of these Terms is effective unless explicitly set forth in writing and signed by Relativity. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.**

15. Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Customer to make payments to Relativity hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, government shutdowns or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) strikes, labor stoppages, or slowdowns or other industrial disturbances; and (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the control of the Impacted Party.

16. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Relativity. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

17. Relationship of the Parties; Subcontractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Relativity may use subcontractors to perform all or a portion of the Services under any given SOW.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

19. Governing Law. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.

20. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth in the SOW or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Governing Law, and Survival.

23. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.