

GROUP 1

3 year contract - To start we agree with evergreen renewal (every year w/ option to renew, default continues). Thirty day window for the evergreen renewal if they aren't happy with it. [Opt-out]

Pricing: Gigunda is to pay MathWhiz \$500,000 yearly to retain our services at a rate that is discounted by 15% of the market rate.***

Price Increase Alerts

1. During the term of the Contract, the MathWhiz will alert the Gigunda, at least thirty days in advance, in writing by any reasonable means, of any upcoming pricing *increases* MathWhiz is planning that would affect Gigunda's orders under the Contract that MathWhiz has not yet accepted.
2. In each such alert, the MathWhiz will clearly state the following:
 1. the date on which the price increase will go into effect; and
 2. any other information required by the Contract.
3. If Gigunda places an order after such an alert, but before the stated effective date of the pricing increase, then MathWhiz will see to it that the order is invoiced at the lower price.

Right to adjust (discuss adjustment) for pricing once a year to not get stuck in a particular payment....

Price increase alerts? In writing

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Price increase cap not limited strongly [x%]

Fight generally applicable price increases in exchange for non retroactive price adjustments + alerts

Agree to servicing any affiliate if agreement to a higher cap above market rate increase limits .

Try to get **straight cost-increase pass through** included (instead of having them pay for it, they can allow us to increase our prices before scheduled one year time frame), sole discretion pricing increases is what we will fight for

If the price increase is above a certain percentage maybe a pricing lock-in.

Can't terminate us, 60 days 5%

Disagree on affiliate deal, threshold higher than deal with Gigunta itself

In exchange for 10% above rate price increase, we agree to a 2 year price lockin with 90 day alert

Evergreen Clause

Each party has the right, in their sole discretion, to exercise the Evergreen Option. It would do so by giving notice to all other parties.

The “**Evergreen Period**” will last the entire duration of the agreement.

Unless the Contract clearly says otherwise, the renewal of the Evergreen Period will go into effect automatically unless an eligible party opts out.