

## SERVICES AGREEMENT

PLEASE READ THE FOLLOWING CAREFULLY BEFORE ACCESSING AND/OR USING THE SERVICE (DEFINED BELOW). BY SIGNING THIS SERVICES AGREEMENT ("**AGREEMENT**"), OR CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, OR BY ACCESSING AND/OR USING SIGHTFULL, SOLUTION AS A SERVICE YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU, ON BEHALF OF YOURSELF OR YOUR ORGANIZATION, ("**YOU**" OR "**CUSTOMER**") ARE ENTERING INTO A LEGAL AGREEMENT WITH SIGHTFULL, INC., A COMPANY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE HAVING ITS PRINCIPAL PLACE OF BUSINESS AT 1714 STOCKTON ST., SAN FRANCISCO, CA 94133 (THE "**COMPANY**") (YOU AND COMPANY, EACH, A "**PARTY**" AND COLLECTIVELY, THE "**PARTIES**"), AND HAVE UNDERSTOOD AND AGREE TO COMPLY WITH, AND BE LEGALLY BOUND BY, THE TERMS AND CONDITIONS OF THIS AGREEMENT (THE DATE OF SUCH OCCURRENCE BEING THE "**EFFECTIVE DATE**"). TO THE EXTENT THAT YOU AGREE TO THIS AGREEMENT BY CLICKING "I AGREE", "ACCEPT" OR OTHER SIMILAR BUTTON, YOU HEREBY WAIVE ANY APPLICABLE RIGHTS TO REQUIRE AN ORIGINAL (NON-ELECTRONIC) SIGNATURE OR DELIVERY OR RETENTION OF NON-ELECTRONIC RECORDS, TO THE EXTENT NOT PROHIBITED UNDER APPLICABLE LAW.

If Customer has purchased the subscription hereunder from a partner, reseller or distributor authorized by Company ("**Partner**"), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order ("**Partner Order Form**"), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company.

### Solution

1. **Subscription.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right and license to remotely access (i.e. on a SaaS basis) and use Sightfull software solution (the "**Solution**") during the Subscription Term (as defined below), solely for Customer's internal purposes. Unless otherwise indicated, the term "**Solution**" also includes any appliance and any manual or documentation provided or made available to Customer in connection with the operation of the Solution ("**Documentation**"). Customer may only use the Solution in accordance with the Documentation, and, subject to the terms and conditions contained in this Agreement and in Order Form or the Partner Order Form (if purchased via a Partner) and applicable laws and regulations. To the extent of any conflict or inconsistency between the terms and conditions contained in the mainframe of this Agreement and the Order Form, the former shall prevail (unless Order Form specifically states otherwise). "**Order Form**" means, as applicable, any written or electronic order form: (i) issued by the Company and agreed to by Customer for the provision of the applicable subscription and services granted under this Agreement, (ii) issued by Customer pursuant to a Proposal made by Company to Customer, each for the provision by Company of a subscription to use the Solution and relates services to Customer provided that such order incorporates by reference all terms and conditions specified on the Proposal and that any terms and conditions printed, or linked to, within such purchase order which are in addition to and/or inconsistent with the terms and conditions of this Agreement, shall be of no effect. "**Proposal**" means any written or electronic price proposal, made by Company to Customer, setting forth the scope and price of the subscription to use the Solution and/or the provision of the relates services, as applicable.

Customer shall be solely responsible for providing all equipment, systems, assets, access, and ancillary goods and services needed to access and use the Solution, as well as for ensuring their compatibility with the Solution.

### 2. Services.

2.1 Company shall provide support and maintenance services in accordance with Company's then current

service level agreement ("**SLA**"). The support and maintenance services may be performed by Company, a Partner and/or Company's certified third party providers. The Solution, any support services detailed in Order Form and, any Professional Services (as defined below) shall be referred to as the Services ("**Services**").

2.2 The Solution may be accessed solely by Customer's employees or service providers who are explicitly authorized by Customer to access and use the Solution (each, a "**User**"). Customer shall immediately report any unauthorized access or use of the Solution to Company. Customer shall be responsible and liable for all activities of its Users.

2.3 In the event Customer wishes to receive any additional services from Company which are not included in the set out in the SLA, such as installation, deployment, configuration, customization, integration, training, or other professional services ("**Professional Services**") Customer shall request same from Company in writing, and, subject to Company's agreement in its sole discretion, such Professional Services shall be set out in sequential Statements of Work to this Agreement, as shall be negotiated and executed by both Parties (each, a "**SOW**"). Professional Services shall be charged in accordance with the fees and payment terms specified within the applicable SOW. Each SOW is hereby deemed incorporated into this Agreement by reference. To the extent of any conflict between the main body of this Agreement and a respective SOW, the former shall prevail, unless and to the extent that the SOW expressly states otherwise.

### 3. Trial/Evaluation Subscription.

The following shall apply only to the extent that Order Form specifies that Company grants Customer with a right to access and use the Solution for evaluation purposes. During the Trial Period (as defined in Order Form, Company grants Customer a limited, nonexclusive, non-assignable and nontransferable, fully revocable license to remotely access (i.e., on a SaaS basis) and/or use the Solution solely for the purpose of internally evaluating the Solution. Unless otherwise specified in Order Form, no fees are due from

Customer for use of the Solution during the Trial Period.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE TRIAL PERIOD THE SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND COMPANY WILL HAVE NO WARRANTY, INDEMNITY, SUPPORT, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE TRIAL PERIOD. FOR GREATER CLARITY, COMPANY SHALL NOT BE LIABLE FOR HEREUNDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER; NOR FOR DAMAGES OR LOSSES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOLUTION. In the event of any inconsistencies between the terms of this Section 3 and other provisions of the Agreement, the terms specified in this Section 3 shall prevail with respect to the Trial Period.

#### 4. **Subscription Fees.**

4.1 If Customer has purchased the license granted under Section 1 and any of the Services directly from Company this Section 4. 1 shall apply. The Services are conditioned on Customer's payment in full of the applicable fees in the Order Form. Following the Initial Subscription Term, Company reserves the right to change its fees prior to the Subscription Renewal Term, and Customer shall be informed of such changes via email prior to such changes. Unless otherwise specified in Order Form: (i) Customer will pay all amounts due under this Agreement in U.S. Dollars; (ii) all amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice; and (iii) all fees and other amounts paid hereunder are non-refundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until paid in full at the lesser of: (a) the rate of one and a half percent (1.5%) per month; or (b) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies, duties and/or governmental charges, except for taxes based upon Company's net income.

4.2 If Customer purchased the license via a Partner, the Services are subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner.

5. **Prohibited Uses.** Except as specifically permitted herein, without the prior written consent of Company, Customer must not, and shall not allow any User or any third party to, directly or indirectly: (i) copy, modify, create derivative works of, make available or distribute, publically perform, or display any part of the Solution (including by incorporation into its products), or use the Solution to develop any service or product that is the same as (or substantially similar to) it; (ii) sell, license, lease, assign, transfer, pledge, rent, sublicense, or share Customer's rights under this Agreement with any third party (including but not limited to offering the Solution as part of a time-sharing, outsourcing or service bureau environment); (iii) use any

"open source" or "copyleft software" in a manner that would require Company to disclose the source code of the Solution to any third party; (iv) disclose the results of any testing or benchmarking of the Solution to any third party; (v) disassemble, decompile, decrypt, reverse engineer, extract, or otherwise attempt to discover the Solution's source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms); (vi) remove or alter any trademarks or other proprietary right notices displayed on or in the Solution; (vii) circumvent, disable or otherwise interfere with security-related features of the Solution or features that enforce use limitations; (viii) export, make available or use the Solution in any manner prohibited by applicable laws; and/or (ix) store or transmit any malicious code (*i.e.*, Solution viruses, Trojan horses, worms, robots, malware, spyware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system) or other unlawful material in connection with the Solution.

6. **Personal Data.** To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement ("DPA") and shall return such DPA signed to Company as described therein.

7. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

#### 8. **Intellectual Property Rights.**

8.1 The Solution is not for sale and is Company's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Solution (and any and all improvements, modifications and derivative works thereof) and any other products, deliverables or services provided by Company, are and shall remain owned solely by Company or its licensors. This Agreement does not convey to Customer any interest in, or to, the Solution other than a limited right to use the Solution in accordance herewith. Nothing herein constitutes a waiver of Company's intellectual property rights under any law.

8.2 If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Services (collectively, "**Feedback**"), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback.

8.3 Any anonymous information, which is derived from the use of the Services (*i.e.*, metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's

use, of the Solution) which is not personally identifiable information and which does not identify Customer (“**Analytics Information**”) may be used for providing the Service, for development, and/or for statistical purposes. Such Analytics Information is Company's exclusive property.

8.4 As between the Parties, Customer is, and shall be, the sole and exclusive owner of all data and information inputted or uploaded to the Solution by or on behalf of Customer or otherwise integrated with the Solution via an API, or data belonging to Customer's applications within the environment in which the Solution is made available (“**Customer Data**”). Customer hereby grants Company and its affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, during the Initial Term and any subsequent Renewal Term thereafter, to access and use the Customer Data for Company's provision of the Solution and/or services hereunder.

9. **Third Party Components.** The Solution may use or include third party open source Solution, files, libraries or components that may be distributed to Customer and are subject to third party open source license terms. A list of such components can be provided upon request and may be updated from time to time by the Company. If there is a conflict between any open source license and the terms of this Agreement, then the open source license terms shall prevail but solely in connection with the related third party open source Solution. Company makes no warranty or indemnity hereunder with respect to any third party open source Solution.

10. **Confidentiality.** Each Party may have access to certain non-public information of the other Party, in any form or media, including without limitation trade secrets and other information related to the products, Solution, technology, data, know-how, or business of the other Party, and any other information that a reasonable person should have reason to believe is proprietary, confidential, or competitively sensitive (the “**Confidential Information**”). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. The receiving party's obligations under this Section, with respect to any Confidential Information of the disclosing party, shall not apply to and/or shall terminate if such information: (a) was already lawfully 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, use of, or reliance on, the disclosing party's Confidential Information. Neither Party shall use or disclose the Confidential Information of the other Party except for performance of its obligations under this Agreement (“**Permitted Use**”). The receiving party shall only permit access to the disclosing party's Confidential Information to its respective employees, consultants, affiliates, agents and subcontractors having a need to know such information in connection with the Permitted Use, who either (i) have signed a non-disclosure agreement with the receiving party containing terms at least

as restrictive as those contained herein or (ii) are otherwise bound by a duty of confidentiality to the receiving party at least as restrictive as the terms set forth herein; in any event, the receiving party shall remain liable for any acts or omissions of such persons. The receiving party will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that it promptly notifies the disclosing Party in writing of such required disclosure to enable disclosing party to seek a protective order or otherwise prevent or restrict such disclosure and cooperates reasonably with disclosing party in connection therewith. All right, title and interest in and to Confidential Information is and shall remain the sole and exclusive property of the disclosing Party.

11. **LIMITED WARRANTIES.** Company represents and warrants that, under normal authorized use, the Solution shall substantially perform in conformance with its Documentation. As Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Solution in accordance with SLA in case of failure of the Solution to perform in accordance with the Documentation description. The warranty set forth herein shall not apply if the failure of the Solution results from or is otherwise attributable to: (i) repair, maintenance or modification of the Solution by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Solution; (iii) use of the Solution other than in accordance with the Documentation; or (iv) the combination of the Solution with equipment or Solution not authorized or provided by Company. OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOLUTION, SERVICES AND THE RESULTS THEREOF ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SOLUTION AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR (ii) THE SOLUTION WILL OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 AND THIS SECTION 11 THE COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY WARRANTIES AND REPRESENTATIONS MADE BY ANY PARTNER TO CUSTOMER.

12. **LIMITATION OF LIABILITY.** WITHOUT DEROGATING FROM COMPANY'S INDEMNIFICATION OBLIGATION UNDER SECTION 13 AND EXCEPT FOR ANY DAMAGES RESULTING FROM: (I) ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, (II) WILLFUL MISCONDUCT, AND/OR (III) CUSTOMER'S MISAPPROPRIATION OR OTHERWISE VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING MISUSE OF THE LICENSE BY CUSTOMER): (A) NEITHER PARTY

SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, REPUTATION, PROFITS, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES; (B) EITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO COMPANY UNDER THIS AGREEMENT (INCLUDING ITS EXHIBITS).

### 13. **Indemnification.**

- 13.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Solution, when used as permitted under this Agreement, infringes intellectual property rights of a third party (“**IP Infringement Claim**”); and Company will pay any damages awarded in a final judgment against Customer that are attributable to any such IP Infringement Claim, provided that (i) Customer promptly notifies Company in writing of such claim; and (ii) Customer grants Company the sole authority to handle the defense or settlement of any such claim and provides Company with all reasonable information and assistance in connection therewith, at Company’s expense. Company will not be bound by any settlement that Customer enters into without Company’s prior written consent.
- 13.2 If the Solution becomes, or in Company’s opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Solution; (b) replace or modify the Solution to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company’s reasonable efforts, then Company may terminate this Agreement and Company shall also provide a refund for any amount pre-paid by Customer for such returned Solution for the remaining unused period of the subscription.
- 13.3 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Solution made by a party other than Company or its designee; (ii) Customer’s failure to implement Solution updates provided by Company specifically to avoid infringement; or (iii) combination or use of the Solution with equipment, devices or Solution not supplied by Company or not in accordance with the Documentation.
- 13.4 This Section 13 states the Company’s entire liability, and Customer’s exclusive remedy, for any IP Infringement Claim.

### 14. **Term and Termination.**

- 14.1 This Agreement shall enter into force and effect on the Effective Date and shall remain in full force and

effect for the period specified in Order Form or on the Partner Order Form unless earlier terminated as set forth herein (the “**Initial Subscription Term**”). In case Customer was granted with a right to use the Solution during the Trial Period according to Section 3, this Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the Trial Period. Following the Trial Period this Agreement shall be automatically renewed for the applicable Initial Subscription Term specified in the Order Form or Partner Order Form (as the case may be) unless during the Trial Period or five (5) days following the Trial Period Customer provides either Company or the applicable Partner (as the case may be), written notice of non-renewal of the Agreement. If Customer purchased the license to the Solution directly from Company, following such Initial Subscription Term, the Agreement shall be automatically renewed for successive one (1) year terms, at the Company’s then-applicable subscription fees, unless terminated earlier as set forth herein and/or unless either Party provides the other Party with at least thirty (30) days’ prior written notice of non-renewal (each a “**Renewal Subscription Term**”) (the Initial Subscription Term, together, if relevant, Renewal Subscription Term, the “**Subscription Term**”). For the avoidance of doubt and without derogating from any of Company’s rights under this Agreement, Customer acknowledges and agrees that the terms of this Agreement (including but not limited to, use restrictions, limited warranty and disclaimers, title and ownership, confidentiality and limitation of liability) shall apply to Customer and the Parties relationship, as long as Customer is using the Solution, even if the applicable Subscription Term has been expired (as set forth in Order Form).

- 14.2 Either Party may terminate this Agreement with immediate effect upon written notice if (a) the other Party materially breaches this Agreement and such breach remains uncured fifteen (15) days after having received written notice thereof; or (b) a receiver is appointed for the other Party, if the other Party makes a general assignment for the benefit of its creditors, or if the other Party commences proceedings under any bankruptcy or insolvency law.
- 14.3 Upon termination or expiration of this Agreement: (i) the Solution subscription granted to Customer under this Agreement shall expire, and Customer shall discontinue any further use thereof; (ii) Customer shall immediately delete and dispose of all copies of the Documentation in Customer’s or any of its representatives’ possession or control; and (iii) Company may delete all Customer Data. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including but not limited to Sections 10 and 12. The termination of this Agreement shall not limit the Company from pursuing any other remedies available to it under applicable law. Each Partner Order Form may be terminated in accordance with any termination rights specified therein.
15. **Miscellaneous.** This Agreement, Order Form, including the DPA (if applicable), and any exhibits attached

or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and such provision shall be reformed only to the extent necessary to make it enforceable. Any use of the Solution by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Delaware, USA without reference to principles and laws relating to the conflict of laws. The competent courts of the city of Delaware shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement.

Notwithstanding the foregoing, each Party may seek equitable relief in any court of competent jurisdiction in order to protect its proprietary rights. Each Party irrevocably waives its right to trial of any issue by jury. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (Delaware time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after the hour 13:00 (Delaware time) and sender receives acknowledgment of receipt. This Agreement may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement.

\* \* \* \* \*