A-TEAM SYSTEMS, LLC
SERVICE AGREEMENT 2.1

1. Introduction

1.1.   THIS SERVICE AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN THE CLIENT ("YOU" OR"CLIENT") AND A-TEAM SYSTEMS, LLC, A WYOMING LIMITED LIABILITY COMPANY, ("COMPANY"). THIS AGREEMENT OUTLINES THE TERMS AND CONDITIONS OF THE COMPANY'S ENGAGEMENT AND SERVICES WITH THE CLIENT. THE REGISTERED OFFICE OF THE COMPANY IS LOCATED AT 5940 S. RAINBOW BLVD. STE. 400, PMB 96935, LAS VEGAS, N.V. 89118-2508, U.S.A. COLLECTIVELY YOU AND THE COMPANY SHALL BE REFERRED TO AS THE "PARTIES" HEREIN.

1.2.   BY ENTERING INTO THIS AGREEMENT, THE PARTIES AGREE TO BINDING ARBITRATION OF ALL DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT AS SET FORTH IN THE ARBITRATION SECTION BELOW. PLEASE READ THAT SECTION CAREFULLY.

1.3.   This Agreement is linked to the following agreements, all of which are governed by the terms and conditions set forth in this Agreement ("Linked Agreements"): Integrated Management & Security Terms ("IMS"), Streamlined Support Entitlement Terms ("SSE"), and Ad Hoc Support Terms ("Ad Hoc"). When referring to "this Agreement," such reference means this Agreement and any linked agreements. The respective agreements can be accessed through the links provided below:

   a. Integrated Management & Security Terms:
   https://www.ateamsystems.com/legal/ims-terms-2-0.pdf

   b. Streamlined Support Entitlement Terms:
   https://www.ateamsystems.com/legal/sse-terms-2-0.pdf

   c. Ad Hoc Support Terms:
   https://www.ateamsystems.com/legal/adhoc-terms-2-0.pdf

1.4.   Acceptance and Effective Date

This Agreement shall become effective ("Effective Date") and binding upon:

   a. The date of signature to this Agreement by both Parties, whether written or electronic; or

   b. In instances where the Client submits its acceptance electronically under a clickwrap arrangement, the Effective Date shall be the moment the Company processes a payment charge from the Client. Prior to such a charge, the agreement remains subject to the Company's final review and may be rejected at its discretion.

The parties acknowledge that the electronic acceptance of this Agreement through a clickwrap arrangement shall be legally binding and shall have the same force and effect as a paper signing of the Agreement.

2. Company's Services

2.1. General Description of Services

The Company is engaged by the Client in exchange of fees to develop, deliver, and optimize systems and workflows ensuring robust security and ease of use for developers ("Services"). The primary objective is to enhance operational efficiencies, securities measures, and the user-friendly nature of developmental interfaces within the Client's or its contracted provider's Server(s).

2.2. Definition of Server

A "Server" as referred to in this Agreement, is defined as a computer or virtual computer instance meeting the following criteria:

a. Equipped with out-of-band management features (such as IPMI, iLO, DRAC, etc), cloud console accessibility (AWS, GCP, Azure, etc), or virtualization console (VMware, KVM, Qemu, Xen, etc).

b. Does not have or utilize a graphical user environment (GUI, X11, Wayland, etc).

c. Is housed within a server hosting facility or a secured area ensuring controlled access and enhanced security.

d. Is not operated directly by an end user via keyboard, mouse, and monitor except for emergency recovery purposes.

2.3. Scope of Services

The Company's Services are outlined in greater detail in the below listed website pages:

a. Production Services Levels:
https://www.ateamsystems.com/company/production-service-levels/

b. Integrated Management and Security:
https://www.ateamsystems.com/services-support/integrated-management-security/

c. Streamlined Support Entitlement:
https://www.ateamsystems.com/services-support/streamlined-support-entitlement/

d. On Demand Support ("Ad Hoc Support"):
https://www.ateamsystems.com/services-support/pricing/on-demand-support/

e. Linux Support Services:
https://www.ateamsystems.com/services-support/linux-support-administration/ and

https://www.ateamsystems.com/services-support/server-security-assessment-review/

f. Off-Site Backups & Disaster Planning:
https://www.ateamsystems.com/services-support/off-site-backups/

g. AI and Machine Learning Support:
https://www.ateamsystems.com/services-support/ai-and-machine-learning-support/

2.4. Service Level Agreements

The Client acknowledges and agrees to the Service Level Agreements ("SLA") provided by the Company, namely Essentials, Standard, and Enterprise.

a. Essentials offers Standard Support Hours for coverage and Extended Support Hours for patching. The available support channels are phone, web ticket, and screen share. Response times are 1 business day for Severity 1-3 incidents and 2 business days for Severity 4 incidents.

b. Standard provides Extended Support Hours for coverage and Extended Support Hours for patching. Support channels include phone, web ticket, and screen share. The response times are 1 business hour for Severity 1 incidents, 2 business hours for Severity 2 incidents, 4 business hours for Severity 3 incidents, and 1 business day for Severity 4 incidents.

c. Enterprise includes Standard Support Hours for coverage, Extended Support Hours for patching, and adds 24x7 On-Call Paging for critical issues. Support channels are the same as the Standard level. Response times are 1 hour for Severity 1 incidents, 2 hours for Severity 2 incidents, 4 business hours for Severity 3 incidents, and 1 business day for Severity 4 incidents.

The following definitions apply to the terms relating to the Service Level Agreements:

a. Standard Support Hours: Designated support times for new or walk-in clients from Monday to Friday, 6 a.m. to 5 p.m. PST/PDT. This service is not available on Saturdays and Sundays.

b. Extended Support Hours: Additional support times offered to existing clients, which extend from 6 a.m. to Midnight PST/PDT from Monday to Thursday, and 6 a.m. to 5 p.m. PST/PDT on Fridays. This service provides after-hours coverage for clients, including those based in Asian regions correlating with UTC +8, and is not available on Saturdays but resumes on Sundays from 5 p.m. to Midnight PST/PDT.

c. 24x7 On-Call Paging: A continuous support mechanism that ensures critical Severity 1 and 2 incidents trigger an automatic notification, or a page, to the support team any time of the day, all year round. This service can also be specifically requested via phone when reporting an incident.

The Standard and Extended Support Hours are paused during certain holidays. For Standard Support (6 a.m. to 5 p.m. PST/PDT), the affected U.S. holidays include Martin Luther King Day, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veterans' Day, Thanksgiving, Christmas, and New Year's Day. Extended Support (5 p.m. to Midnight PST/PDT) is paused during Asia-Pacific region holidays, such as Lunar New Year, International Women's Day, Parliament Election Day, Naadam, and New Year's Day These holidays are subject to change as determined by the Company. Holiday pauses do not apply to the 24/7/365 Enterprise support coverage, which remains continuous.

These SLAs dictate the available support channels and response times for specific severity incidents. The Ad-Hoc Support Service is not governed by a formal SLA and is provided entirely at the Company's discretion.

For purposes of this Agreement, "Applicable Service Level" refers to the specific tier of service support and response commitments selected by the company from among the options provided by the Company. The Client's selection of an Applicable Service Level, whether Essentials, Standard, or Enterprise, is subject to the terms, conditions, and commitments set forth in the SLAs as detailed in the Support and Management Plans available via the Production Services Levels link referenced herein.

2.5. Incident Severity Scale

The Company utilizes a four-level severity scale for classifying issues or requests. This scale ranges from Severity 1 (most severe) to Severity 4 (least severe). The Client agrees to use the Incident Severity Scale in a responsible and accurate manner when reporting issues. Such responsibilities and accuracy include making a good-faith effort to correctly assess and classify the severity of each incident in accordance with the provided definitions for Severity Levels 1 through 4.

The Incident Severity Scale is as follows:

a. Severity 1 – Critical: Severity 1 incidents represent critical organizational impact with severe loss or degradation of services or data in a production environment. These incidents are characterized by the inability to continue critical operations and the lack of available workarounds.

b. Severity 2 – High: Severity 2 incidents indicate a moderate organizational impact with loss or degradation of services or data. While critical operations can continue, they may require temporary workarounds.

c. Severity 3 – Medium: Severity 3 incidents have minimal or partial impact with minor service disruptions or inconsequential data loss in a production environment. In non-production environments, such incidents may prevent deployment to production.

d. Severity 4 – Low: Severity 4 incidents encompass questions or requests for advice with minimal impact on system performance or organizational operations.

For 24x7 / Emergency Response Service, please refer to Section 6 below.

2.6. Penalties for Misuse of Severity Scale in Incident Reporting

If the Company determines, in its reasonable discretion, that the Client has repeatedly or deliberately misclassified incidents, thereby misusing the Severity Scale, the Client shall be subject to a penalty. This penalty may include, but is not limited to, additional service charges, modification of response times, or temporary suspension of priority response privileges.

"Misuse of the Severity Scale" is determined by misclassification or a pattern of misclassification of incidents by the Client, especially where lower severity incidents are reported as higher severity in order to expedite response times.

2.7. Client Responsiveness and Action Requirement

The Client shall undertake any actions the Company requests to facilitate the provision of its services. The Company may notify the Client of any matters requiring the Client's input, which may include, but are not limited to, email and messages through the Company's ticketing system. The Client is responsible for the monitoring of such notifications.

If Client fails to respond to the Company's notifications, the Client acknowledges that:

a. The Company may not be able to proceed with actions or provide services that are contingent upon the Client's input or response, which may lead to the stalling or cessation of the services provided under this Agreement.

b. Any delay or interruption in the service, including but not limited to system failures, data loss, or legal ramifications arising out of the Client's failure to act upon the Company's notifications, shall be the sole responsibility of the Client.

c. The Company reserves the right to automatically close any pending tickets or service requests due to inaction or non-response from the Client. The automatic closure of a ticket or service request does not imply that the underlying issue has been resolved, nor does it relieve the Client of its obligations under this Agreement or the potential consequences of unresolved issues.

In cases where service has been interrupted or adversely affected due to the Client's failure to act or communicate, the reinstatement of such service shall be at the discretion of the Company.

2.8. Exclusions to Services

Notwithstanding any provision to the contrary within this Agreement or any Applicable Service Level Agreements, the following shall be excluded from the Services undertaken by the Company:

a. The Company will not provide support for external computer peripherals such as scanners, printers, input hardware (keyboard, mouse, etc.), cameras, or any other devices attached externally.

b. The Client acknowledges and agrees that the Company does not provide legal advice or legal services. Any information or guidance provided by the Company or its representatives in the course of service shall not be construed as legal advice. The Client is advised to seek independent legal counsel for any legal matters.

c. The Company is not engaged in the provision of auditing services. Accordingly, no services provided under this Agreement shall include or be construed as certified audit services or financial auditing. The Client is responsible for obtaining such services from a qualified, licensed auditor as needed.

d. The Company does not operate as an insurance broker or advisor. The Company does not offer, endorse, or provide advice on insurance products, coverage or compliance, and does not guarantee that any work, recommendations, or services performed under the provisions of this Agreement will fulfill any insurance obligations of the Client.

e. Any performance issues or service disruptions caused directly or indirectly by the Client's use of the Service subsequent to Company's recommendations to alter such use, where such recommendations have not been complied with by the Client.

f. Any issues arising from unauthorized actions, inactions, or omissions by the Client, or those acting on the Client's behalf, including but not limited to employees, agents, contractors, or vendors. This also encompasses issues stemming from unauthorized access to the Company's network facilitated by the Client's security credentials or equipment, or from the Client's failure to maintain appropriate security practices.

g. Any issues that result from the Client's failure to adhere to any required configurations, use supported platforms, and follow any policies for acceptable use.

h. Any issues as a result of the Client's use of the Service in a manner inconsistent with the features and functionality of the Service or inconsistent with industry best practice.

i. Any issues that result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).

j. Any issues as a result of Misuse of the Severity Scale.

k. Any issues reported or identified outside the agreed-upon support hours or windows.

2.9.   Discretionary Support

At its sole discretion, the Company may provide support for aforementioned excluded peripherals or non-Server systems on a case-by-case basis as a courtesy. Providing such discretionary support does not constitute an ongoing commitment, nor does it guarantee future support for these

peripherals and systems. Furthermore, such discretionary support does not entitle the Client to any refunds, either now or in the future.

2.10. Service Level Credit

For purposes of this subsection, "SLA" refers to the Applicable Service Level Agreement purchased by the Client, whether Essentials, Standard, and Enterprise.

In the event that the Company fails to meet the specified response times as per the SLAs for any given incident/ticket, the Client shall be eligible for a service credit calculated based on the following formula:

$$\text{Total Service Credit} = ((\text{Actual Response Time}/\text{SLA's Defined Maximum Time}) - 1) * \text{Monthly cost for service on the specific device}$$

Credit Limitations:

a. There shall be a cap of one Total Service Credit per incident/ticket, irrespective of the duration beyond the SLA's Defined Maximum Time.

b. The Total Service Credit awarded for any non-compliance of the SLA's Defined Maximum Time must exceed $10.00. Any calculated credit amounting to less than or equal to $10.00 shall be deemed void and not payable.

c. The Total Service Credit applicable for a specific device in any given month shall not exceed the monthly fee charged by the Company for that specific device.

d. The Total Service Credit applicable shall not provide credit for more than four (4) of the Client's clearly associated devices.

e. If there is no clear association of the device with the incident, then there shall be no credit.

Credit Request Process:

To receive a Service Credit, the Client must submit a request to the Company within 30 days of the incident that led to the SLA's Defined Maximum Time non-compliance. The request must include the incident/ticket number and relevant details to validate the claim. The Company will review the request, and, upon validation, apply the credit to the Client's account within one billing cycle.

THE CLIENT AGREES THAT THE COMPANY SHALL NOT BE LIABLE TO THE CLIENT FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, REVENUE, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH ANY NON-COMPLIANCE WITH THE SLA SPECIFIED HEREIN. THE SERVICE LEVEL CREDITS OUTLINED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CLIENT FOR ANY SLA NON-

COMPLIANCE BY THE COMPANY. THE PROVISIONS OF THIS WAIVER SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

3. Permissions, System Access, and Authorization

3.1. Grant of Authority and Liability for Unauthorized Access

The Client hereby grants the Company, its agents, and its representatives the necessary permissions and authority to access and manage Client's systems, networks, devices, and Servers required for the provision of services under this Agreement.

The Client affirms it possesses the necessary and lawful authority to provide such permissions and access to the Company. This includes, but is not limited to, authority over the systems, networks, devices, services, and ISPs.

If the Client granting access lacks the appropriate authority or legal capacity to provide such permissions, the Client shall be liable for:

a. All costs and expenses incurred by the Company as a result of the unauthorized access, including but not limited to service provision, legal fees, and any other related expenses.

b. Any and all liabilities, damages, or fallout that arise from the unauthorized access grant. This includes legal actions, loss of business, damage to reputation, or any other consequences faced by the Company.

Moreover, the Client in violation of this Section agrees to indemnify and hold harmless the Company from any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees arising from or relating to the unauthorized access grant.

The Company reserves the right to request verification of the Client's authority at any point during the term of this Agreement. Failure to provide satisfactory evidence of such authority may result in the suspension or termination of services.

Should any dispute arise regarding the Client's authority to grant access, the Company must be notified immediately by the Client's senior management or legal representative.

3.2. Creation of Accounts

For the purpose of management, monitoring, and support, the Company may create, modify, and remove user accounts, administrative accounts, and any other accounts deemed necessary by the Company on systems, devices, platforms, and Servers within the scope of this Agreement.

3.3. Software Installation and Modification

The Client authorizes the Company to install, update, modify, and remove software applications, tools, patches, and other software-related components as the Company deems necessary for the provision of services, maintenance, security, performance enhancement, or any other purpose aligned with the objectives of this Agreement.

3.4.   System Changes

The Client agrees that the Company may make any configurations, modifications, or changes to the Client's systems, networks, devices, and Servers as deemed necessary by the Company to ensure optimal performance, security, and compliance with best practices and standards. This includes, but is not limited to, system settings, network configurations, firewall rules, and security protocols.

3.5.   Limitations and Considerations

While the Company is granted broad permissions under this section, it acknowledges its duty to act in the best interest of the Client, to respect the integrity and confidentiality of Client data, and to maintain open communication regarding significant changes or actions that may impact the Client's operations.

3.6.   Client's Responsibility

The Client agrees to provide the Company with the necessary credentials, access, and information required to perform the services and tasks outlined in this Agreement. The Client acknowledges that any delay or inability to provide such access may impact the Company's ability to deliver the services effectively.

4. ISPs Access

The Client hereby instructs and authorizes the Company to access any directories, programs, support portals, and other areas necessary for the completion of the Services pursuant to this Agreement. This authorization extends to, but is not limited to, Internet Service Providers (ISPs), cloud service providers, software vendors, or other relevant contractors or third-party entities engaged by the Client.

The Client authorizes the Company to contact and communicate with these ISPs, support portals, and other contractors or vendors on the Client's behalf in matters directly related to the services provided under this Agreement. This includes requesting access, discussing configurations, troubleshooting issues, and any other interactions deemed necessary by the Company for the efficient and effective delivery of its services.

The authorized provided herein is intended to facilitate the work performed by the Company and is limited to actions and interactions that are reasonable and pertinent to the Services outlined in this Agreement

The Client is responsible for notifying its ISPs, support portals, and other contractors or vendors of the Company's authorized role and ensuring that the Company is granted the necessary access and cooperation.

5. Financial Terms and Subscription Management

5.1. Service Fees, Subscription Payment, and Expenses

The Client agrees to pay the Company the fees for the Services as detailed on the invoice, exclusive of any applicable taxes. This includes a pro-rated charge for the period between the commencement of services and the agreed billing day.

All monthly fees associated with the Company's Services must be paid exclusively via major credit card through the Company's branded payment portal, which is currently Chargify. The Client acknowledges that the Company may transition to an in-house system or an equivalent platform in the future and may be informed of any such change.

Out-of-pocket expenses incurred by the Company while delivering the Services shall be reimbursed by the Client. Such reimbursements are subject to prior authorization by the Client and will be invoiced separately from the subscription fees.

The Client acknowledges that the subscription is for a fixed one-year term and is subject to automatic renewal unless the Client notifies the Company of their intent not to renew, as per the terms outlined in Section 5.2 and 5.3 of this Agreement.

Any change in the payment system, including a transition to an in-house payment platform, does not relieve the Client of its obligation to settle any unpaid bills or reimburse expenses incurred as part of the Services. The Client remains responsible for all outstanding balances and financial commitments made under this Agreement.

5.2. Payment Methods and Subscription Terms

Monthly subscription fees for the Services must be paid exclusively via credit card. ACH bank transfers are accepted only for invoice payments related to fees and reimbursable expenses. All payments, including ACH transfers, are due within 30 days from the invoice date.

Subscriptions are for a fixed term of one year and will automatically renew for another one-year term at the then-current subscription rate. Auto-renewal can be deactivated only by notifying the Company in writing 30 days in advance of the term renewal date.

5.3. Cancellation Policy and Grace Period

Within the first 60 days of the initial term, the Client may request cancellation of the Services with a 30-day notice. The Client will be responsible for any fees incurred, including the full on-boarding amount. In the event of a cancellation request within the initial 60-day grace period, the Client will

be billed for all services rendered up until the end of the month that falls 30 days after the cancellation request is made.

To cancel a subscription, the Client must notify the Company 30 days prior to the end of the current term. If the Client fails to provide timely notice, the subscription will be renewed for another year.

For example, if the Client notifies the Company of cancellation on October 13th and the renewal date is November 1st, the service will be canceled effective October 31st of the following year. The last monthly charge will be on the first of October of the following year, as the 30-day notice requirement was not met.

The Client may terminate auto-renewal by notifying the Company in accordance with the above terms. The Client's account will be billed up to the end of the cancellation notice period.

5.4. Changes in Products or Services:

If a previously purchased product or service changes or becomes unavailable, the Client authorizes the Company to renew the subscription with the most similar product or service at the then-current price.

5.5. Invoice Disputes and Late Payment:

Any invoice disputes must be communicated in writing within 7 days of receipt. After this period, non-disputed invoices are deemed accepted. Unpaid invoices 10 days past due may incur a weekly late fee of $25 until fully paid.

5.6. Collection and Exclusions:

The Client shall reimburse any fees or expenses incurred by the Company in efforts to collect overdue amounts. The stated fees do not cover additional software, work, or assets not specified in the invoice.

5.7. Support and Queries:

For any fee, subscription, or payment questions or concerns, the Client may open a support ticket at https://support.ateamsystems.com/ or call +1 (877) 883-1394.

5.8. Annual Subscription Fee Adjustment

All annual subscriptions for the Services shall be subject to an adjustment on the first anniversary of the Effective Date of this Agreement and on each subsequent anniversary. The Company reserves the right, at its sole discretion, to determine the amount of the adjustment of the subscription fee adjustment. However, any such adjustment shall not exceed 7.5% of the preceding year's subscription fee. The Company will notify the Client at least forty-five (45) days before the renewal date. Adjusted fees take effect upon renewal and apply for the following year.

If the Client finds the adjusted subscription fee unacceptable, the Client may terminate this Agreement by providing written notice to the Company no later than thirty (30) days prior to the renewal date.

6. **24x7 / Emergency On-Call Service**

6.1.   Purpose of Service

The Company provides a 24x7 emergency on-call service that is specifically and exclusively designed to address and respond to unplanned emergencies that effect the Client's operations.

6.2.   Exclusion of General Support

This 24x7 / emergency on-call service is not a substitute for, nor an extension of, general support services offered by the Company. Client acknowledges and agrees not to utilize this service for routine inquiries, general support, or non-emergency situations.

6.3.   Definition of Unplanned Emergencies

For the purpose of this section, "unplanned emergencies" refer to sudden and unforeseen events or situations that pose an immediate threat to the Client's operations, data integrity, or business continuity, and which require immediate attention outside of standard support hours. The Company reserves the right to determine the severity and classification of a situation as an unplanned emergency.

6.4.   Proper Use

The Client agrees to exercise discretion and judicious use of the 24x7/emergency on-call service. Misuse of this service, or its invocation for non-emergency matters, may result in additional charges, modification of response times, or temporary suspension of the 24x7/ emergency on-call service.

6.5.   Service Limitations

While the Company strives to respond to all emergencies promptly, specific response times cannot be guaranteed under this service. The actual response time may vary depending on the nature of the emergency, available resources, prevailing circumstances, and potential third-party service interruptions. If the Company fails to meet the agreed-upon Service Level Agreements due to factors within its control, a credit will be applied to the client's next billing cycle as compensation for the service level deviation as provided under subsection 2.10 of this Agreement. No credits will be provided for delays caused by third-party service interruptions or interruptions outside the control of the Company.

6.6.   Authorized Third-Party Customer Access to Emergency Service and Support Portal/Services

The 24x7 emergency on-call service and support portal/services are accessible to the Client, its vendors, and contractors. Additionally, the Client may authorize its customers to submit tickets for this service. Such authorization must be communicated to the Company in writing, and the Company must receive, acknowledge, and grant such authorization. In the absence of such authorization, tickets submitted by the Client's customers for emergency services or support portal/services will not be serviced by the Company.

7. Tax and Governmental Charges

The Client shall bear the responsibility for all taxes, fees, assessments, and other charges imposed by any governmental authority arising from the Company's provision of Services to the Client. This includes, but is not limited to, privilege taxes, value-added taxes, excise taxes, sales taxes, use taxes, occupational taxes, and any other similar charges, whether imposed federally, state-wise, or locally. Any amounts paid or payable by the Company, other than the Company's income tax, in lieu of the aforementioned taxes, fees, assessments, or charges, shall be reimbursed by the Client to the Company.

8. Service Completion and Delay Contingencies

The Company shall use commercially reasonable efforts to adhere to any estimated completion dates for its Services. However, the Client understands that these dates are estimates and may be affected by delays, especially those arising from the late receipt of materials, information, or feedback from the Client or a third party.

Unless otherwise expressly stipulated in writing by the Company for any specific Services, the completion of Services shall be determined based on the earliest of the following scenarios:

   a. Upon the Client's approval of the Services, once the associated work is ready on the host computer, whether owned by the Client or the ISP; or

   b. The lapse of two days following the readiness of the associated deliverables on the host computer, without the Client conveying approval or disapproval to the Company, irrespective of whether the host computer is situated on the Client's or the ISP's premises.

9. Independent Contractor Status and Exclusions

The Company operates in the capacity of an independent contractor in its relationship with the Client, not as an agent, employee, or legal representative of the Client. The Company holds no authority to bind the Client or to undertake or establish any obligation or responsibility, either explicitly or implicitly, on behalf or in the name of the Client.

The Client shall not regard the Company, its employees, or subcontractors as Client employees for any purpose, encompassing but not limited to obligations under the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, income tax,

workers' compensation, unemployment, life, travel, health, group or disability insurance, pension or profit-sharing plans, or any other expense typically withheld or paid by an employer on behalf of an employee.

10. Subcontractor Engagement for Specialized Services and Liability

The Company may engage subcontractors to perform specific services that are integral and specialized for fulfilling its obligations under this Agreement. Notwithstanding the use of subcontractors, the Company shall remain liable for the acts and omissions of such subcontractors as if these activities were performed by the Company's own personnel.

No provisions herein shall impose any obligation upon the Client to remit payment to any subcontractor, third party, or vendor, nor establish any contractual or other relationships, express or implied, between any such subcontractor, third party, or vendor and the Client.

11. Non-Solicitation

11.1.   General Prohibition

During the Term of this Agreement and for a period of one (1) year following its termination or expiration (the "Restricted Period"), the Client or its personnel shall not directly solicit or offer employment to any of the Company's employees or subcontractors who have been actively engaged in providing Services under this Agreement. "Directly solicit" includes actions such as offering employment or contractual engagements, providing inducements or incentives, or any targeted communication aimed at encouraging an employee or subcontractor to terminate its engagement with the Company. General advertisements or job listings, including online postings, shall not be considered a violation of this clause.

11.2.   State Law Compliance and Modification

The provisions of this Non-Solicitation Section shall be interpreted and enforced in accordance with the laws of the state where the Client resides. If any provision is found unenforceable under state law, the remaining provisions shall continue in full force and effect. The Company reserves the right to modify this clause to comply with state-specific legal requirements.

11.3.   Notification Requirement

Client agrees to notify Company promptly in writing if it hires or engages any employee or subcontractor of Company during the Restricted Period.

11.4.   Remedies

In the event of a breach of this Non-Solicitation section, Client shall pay to Company liquidated damages in an amount equal to fifty percent (50%) of the hired or engaged individual's first-year annual compensation with Client, in addition to any other remedies available to Company under law or equity.

12. Warranties and Disclaimers

12.1.   Warranties Provided

a. The Company hereby represents and warrants that it will perform its Services with care, skill, and diligence in accordance with industry standards.

b. Except to the extent derived from any materials or specifications provided by the Client, the Services and the materials furnished by the Company under this Agreement will not infringe or violate any intellectual property rights of any third party.

12.2.   Disclaimer

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF THIRD PARTIES AND GENERAL SERVICE PROVIDERS, INCLUDING BUT NOT LIMITED TO HOSTING COMPANIES LIKE AMAZON WEB SERVICE, AND OTHER SUBCONTRACTORS NOT DIRECTLY ENGAGED FOR SPECIALIZED CLIENT SERVICES UNDER THIS AGREEMENT. THE COMPANY IS NOT RESPONSIBLE FOR SERVICE INTERRUPTIONS, DELAYS, OR FAILURES ATTRIBUTABLE TO EVENTS BEYOND ITS CONTROL, INCLUDING THOSE CAUSED BY THESE GENERAL THIRD-PARTY SERVICE PROVIDERS AND SUBCONTRACTORS.

Two types of contractors/third-parties: 1) person/agency hired for specialized work for a client (the Company would be responsible for such person/agencies actions). 2) third-party hosting companies/vendors (AWS) and all other persons/entities for more general delegated tasks (Company would not be responsible).

12.3.   Exclusion of Third-Party Software Liability

The Company is not liable for any third-party software, including open-source software, used or installed as part of its Services. The Client acknowledges that third-party software is subject to its own terms and warranties, and the Company assumes no responsibility for the performance, reliability, or compliance of such software.

13. Limitation of Liability

13.1.   General Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER THE COMPANY NOR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL BE LIABLE TO THE CLIENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, OR

BUSINESS OPPORTUNITIES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2. No Security Guarantees

THE COMPANY AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR SECURITY GUARNATEES TO THE CLIENT'S NETWORK, SENSITIVE DATA, OR ANY VARIATION OF PRIVACY DATA SECURITY OR RETENTION IN THE DELIVERY OF SERVICES UNDER THIS AGREEMENT.

13.3. Limitation Regarding Third-Party Resources

The Client acknowledges that the Company does not develop, license, manufacture, or control the infrastructure assets or acquired licenses or code of the Client or third-party providers. Consequently, the Company cannot guarantee that the Client's information security or data will be completely safe, protected, or compromise-proof.

13.4. Acknowledgement of Security Risks

The Client understands that security efforts are aimed at risk minimization and that no digital environment is entirely secure from hackers, vendors, or third-party vendors. The Company offers no guarantees regarding the absolute security of the Client's physical premises, office, environment, or physical assets for any tangible deliverables under this Agreement.

13.5. Compliance and Regulatory Limitations

The Company is unable to guarantee compliance or adherence to any regulatory requirements, accreditation requirements, attestation requirements, or adherence to U.S. or international laws in the delivery of its Services.

13.6. Cap on Liability

If the Company is found liable to the Client for any damage or loss which arises out of its Services, the Company's liability shall in no event exceed the greater of (1) the total amount paid by the Client to the Company in a one year period, or (2) U.S. $100.00 if such total amount paid by the Client to the Company is less than $100.00. This limitation of liability may not apply under certain jurisdictions.

14. Data Protection and Privacy

14.1. Non-Collection of Data

THE COMPANY DOES NOT ENGAGE IN THE COLLECTION OF PERSONAL DATA. In the course of providing the Services to the Client, the Company shall not gather, store, or process any personal information that is identifiable to an individual, except as may be required for the direct facilitation of the Services.

During the Term of this Agreement:

a. Personal data transferred by Client or at Client's direction to the Company has been collected by Client in accordance with applicable privacy laws; and

b. The Client has the authority to provide such personal data to the Company under applicable privacy laws.

c. The Company may not retain, sell (as defined by applicable privacy laws), use, or disclose the personal data for any purpose other than as needed to perform the Services, as permitted by the Agreement, or as required by law.

14.2.   Data Protection and Elected Security Service

a. The Company maintains cybersecurity that is compliant with the NIST Cybersecurity Framework ("CSF") for its internal operations ("Security Program"). This cybersecurity includes appropriate administrative, technical, and physical measures to safeguard the Company's data and operations against accidental, unlawful, or unauthorized destruction, alteration, unauthorized disclosure, or access, in accordance with applicable laws.

b. The Company's adherence to the NIST CSF does not extend to the cybersecurity measures directly applied to Client's data under A-Team's covered servers or the Client's use of the Services.

c. Clients may elect to enhance their cybersecurity measures under A-Team's covered servers through additional services provided by the Company. Details of these enhanced cybersecurity services, including Managed Detection and Response ("MDR"), are available at https://www.ateamsystems.com/services-support/security-mdr/. Election of these services is subject to additional terms and conditions as outlined by the Company under the IMS Terms.

d. If the Company suspects any unauthorized access to, or use of, the Services, the Company may suspend access to the Services to the extent deemed necessary to preserve the security of the Client's data. This suspension will be in accordance with the Company's security program and in compliance with applicable legal requirements.

e. For the purposes of this Agreement, a "Data Security Breach" is defined as any incident that results in unauthorized access to, or acquisition, alteration, destruction, disclosure, or loss of, the Client's data held by the Company. This includes breaches that compromise the confidentiality, integrity, or availability of the data, whether caused intentionally or unintentionally, and whether perpetrated by external or internal actors. A Data Security Breach also encompasses incidents that fail to comply with the Company's established information security program or violate applicable data protection laws and regulations.

f. If the Company becomes aware of a Data Security Breach of the Company's environment, the Company will take appropriate actions to contain, investigate, and mitigate the Data Security Breach. The Company shall notify the Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. The Company will share information in its possession with the Client for the Client to determine any regulatory reporting obligations required by applicable law.

15. Backups and Risk Mitigation

15.1. Backup Attestation

Before receiving any support services from Company, the Client acknowledges and attests that they have an up-to-date and comprehensive backup of their entire system, including all data, software, and configurations.

15.2. Acknowledgment of Risk

Client understands and acknowledges that accessing and making changes to their system, whether remotely or directly, carries inherent risks. Such risks may include, but are not limited to, data loss, software malfunctions, and system downtime. The Company takes all reasonable precautions to mitigate these risks; however, maintaining a current backup is the most effective way for the Client to safeguard against potential adverse effects.

15.3. Backup as a Prerequisite for Support

For the safety and security of the Client's data, the Company may refuse or delay the provision of support services if the Client cannot confirm the existence of a recent and comprehensive backup. The Company shall not be held liable for any losses, damages, or system malfunctions that may occur during or as a result of the provision of support services if the Client has not ensured proper backups.

16. Force Majeure

The Company and its third-party partners and subcontractors, shall not be liable or responsible, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the Company's or third party's reasonable control, herein referred to as a "Force Majeure Event", including, without limitation: (a) acts of God; (b) flood, fire, or earthquake; (c) war (whether declared or not), invasion, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the Effective Date; (f) action by any governmental entity; and (g) national or regional emergency. In the event of a Force Majeure Event, the Company and its third parties are entitled modify Services, the term of the Agreements, or to cancel the Agreements, without any liability towards the Client.

17. Confidentiality

The Parties acknowledge that, in the course of the dealings hereunder, each may acquire information about the other, their respective business activities and operations, technical information and trade secrets, all of which are proprietary and highly confidential ("Confidential Information"). Each Party shall hold all Confidential Information of the other Party in confidence and shall not, without prior written consent of the disclosing Party, disclose or make available to any person or entity, or use for its own or any other person's or entity's benefit, other than as necessary in performance of its obligations under this Agreement, any Confidential Information of the disclosing Party except for information: (i) which may be disclosed to third parties pursuant to the terms of this Agreement; (ii) which is or becomes generally known to the public through no fault of the receiving Party; (iii) obtained on a non-confidential basis prior to negotiations leading to this Agreement; (iv) independently developed outside the scope of this Agreement and without misappropriating the disclosing Party's Confidential Information; or (v) lawfully disclosed by or to a third party or tribunal pursuant to a subpoena, court order or other legal process. Each party shall protect the other Party's Confidential Information with the same care as its own confidential materials, always ensuring at least a reasonable degree of care. Company may disclose the Confidential Information of Client to its subcontractors as necessary for the subcontractors to perform the Services. However, any subcontractors to whom Confidential Information is disclosed shall be solely liable for any breach of this Section 17 pertaining to the confidentiality of the disclosed information.

18. Indemnification

The Client shall indemnify and hold harmless Company and its partners, directors, agents, employees, and controlling persons (if any) of Company and any such affiliate, as the case may be ("Indemnitee"), against any losses, claims, damages, or liabilities to any such person in connection with any matter referred to in this Agreement, including without limitation the performance of the Services that are the subject of this Agreement, except to the extent that any such loss, claim, damages, or liability are finally judicially determined to have resulted from the gross negligence, bad faith, willful misfeasance, or reckless disregard by Indemnitee of its obligations or duties.

19. Intellectual Property

Client retains all intellectual property rights in any of its materials and data that it supplies to, or provides access to, Company and grants Company a non-exclusive license to use such materials and data during the term of this Agreement to the extent required to perform Company's obligations under this Agreement.

Company shall retain all intellectual property rights in any works it develops in connection with the performance of the Services and all of its pre-existing tools, programs and materials that it uses in performing the Services, and Company hereby grants to Client a non-exclusive license to use such works and pre-existing tools, programs and materials for their intended purposes during the term of this Agreement.

Company may use certain proprietary programs and tools to provide the Services. Company shall retain all intellectual property rights in these custom proprietary programs and tools. Upon the termination or expiration of this Agreement, or a change in the service level by the Client, Company reserves the right to revoke Client's access to these proprietary programs and tools. The Client acknowledges that this may result in a loss of specific functionalities and accepts the associated risks.

Company shall have the right to display screenshots, graphics and other design elements that it develops as part of the Services as examples of its work in its respective portfolios so long as it does not include Client's Confidential Information.

20. Use of Client's Name and Logo

### 20.1.	Grant of Rights

The Client hereby grants the Company the non-exclusive right to use the Client's name, trademarks, and logos ("Client's Marks") in the Company's promotional materials, including but not limited to, customer lists, websites, and marketing materials.

### 20.2.	Adherence to Style Guidelines

The Company agrees to adhere to the Client's style guidelines and branding policies, as provided by the Client, in any use of Client's Marks. The Company shall ensure that the representation of Client's Marks is consistent with the Client's brand identity and public image.

### 20.3.	Purpose of Use

The use of Client's Marks by the Company is solely for the purpose of identifying the Client as a customer of the Company and indicating the nature of the services provided.

### 20.4.	Right to Withdraw Consent

The Client reserves the right to review and approve any use of Client's Marks and may withdraw consent for such use at any time. Upon receipt of a request from the Client to cease the use of Client's Marks, the Company shall promptly comply with such request and remove Client's Marks from its promotional materials.

### 20.5.	No Endorsement

The use of Client's Marks by the Company does not imply an endorsement by the Client of the Company's services and shall not be used in any manner that implies such endorsement without the Client's explicit written consent.

21. Refusal of Certain Services

Should the Client request services or actions that, in the Company's reasonable judgment, are inappropriate, unethical, or outside the scope of this Agreement, the Company reserves the right to refuse such requests. The Company may provide the Client with a written explanation for any such refusal.

In the event of a breach of this Agreement by the Client, the Company may withhold the delivery of some or all Services. The Company may provide written notice to the Client specifying the nature of the breach and, if applicable, the steps required for the Client to remedy the breach and restore the provision of Services.

22. Term and Termination

22.1. Commencement and Duration

This Agreement shall commence on the Effective Date. The Term Start Date and duration of the Agreement are determined based on the Effective Date as follows:

a. If the Effective Date is on the first day of the month, the Term Start Date is the same as the Effective Date.

b. If the Effective Date is after the first day of the month, the Term Start Date is the first day of the following month. In this case, the Agreement will include the remainder of the current month as a pro-rated partial month.

22.2. Continuation Based on Plan Term

The Agreement shall continue, unless terminated earlier as specified herein, until the following, based on the selected Plan Term:

a. For 1 year plan terms: Up to the first anniversary of the Term Start Date, and thereafter automatically renewing for successive one-year terms unless either Party provides a written notice of non-renewal no later than 30 days prior to the anniversary of the Term Start Date.

22.3. Termination Provisions

This Agreement may be terminated under the following conditions:

a. By either Party, upon a 30-day written notice.

b. By the Company, upon a 10-day written notice to the Client for non-payment of fees.

c. Immediately by either Party in the event of the other Party's uncured material breach, insolvency, bankruptcy, or appointment of a receiver or trustee for a substantial part of their assets.

d. By a mutual written agreement executed by both Parties.

e. By the Client, in accordance with the terms outlined in Section 5; specifically, if the Client finds the adjusted subscription fee, as detailed in Section 5.8 unacceptable, then the Client may terminate this agreement by providing written notice to the Company no later than thirty (30) days prior to the renewal date.

22.4. Rights and Obligations Post-Termination

Upon termination, the Client shall pay the Company for all Services rendered up to the date of termination, including any fees incurred and the full onboarding amount. Additionally, The Client remains liable under this Agreement for any future monthly Service fees or "pay over time" arrangements that would have accrued had the agreement not been terminated. Termination shall not affect any rights or remedies accrued prior to termination, nor relieve either Party of obligations, including payment obligations, incurred before termination. Each Party retains all other rights and remedies available under law or equity.

If the Client requests in writing, the Company will either return or destroy all of the Client's Confidential Information in its possession and provide written certification of such action.

22.5. Non-waiver of Rights

Notwithstanding any termination of this Agreement, neither Party waives any obligation or right that has accrued prior to the termination date.

23. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement and its Linked Agreements, or the breach thereof, shall be resolved by arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. The proceedings shall be conducted remotely via a platform of AAA's discretion. The choice of law as provided under this Agreement shall be the choice of law for the arbitration proceeding.

24. Legal Compliance, Ethical Conduct, and Service Restrictions

Neither Company nor any of its subsidiaries, nor, to the Company's knowledge, any other person associated with or acting on behalf of the Company or any of its subsidiaries, including, without limitation, any director, officer, agent, employee, or affiliate of the Company or any of its subsidiaries, has:

a. Used any corporate funds for any unlawful contribution, gift, entertainment, or other unlawful expenses relating to political activity or to influence official action;

b. Made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds;

c. Made any bribe, rebate, payoff, influence payment, kickback, or other unlawful payment;

d. Violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder.

The Company has instituted and maintains policies and procedures designed to ensure compliance with all applicable acts and statutes.

Furthermore, the Company strictly prohibits offering services to foreign governments, their contractors, or intermediaries. Services shall not be used on systems intended for defense or weapons of war. Company also adheres to a code of ethics that restricts engagements with certain countries, including, but not limited to, Russia, China, and North Korea, or any actions that may target minorities. If the Client breaches this Section, the Company reserves the right to terminate this Agreement immediately.

25. Service Terms Modification and Notice Procedure

25.1. Notification of Additional Services

Should the Client wish to add additional services not originally specified in this Agreement, the Client must notify the Company in writing, detailing the nature and scope of the additional services requested.

25.2. Amendment Procedure

a. Upon receipt of the Client's request for additional services, the Company shall prepare a formal Service Amendment Proposal ("SAP"). This SAP will outline the details of the additional services, including their scope, any related terms and conditions, and the associated changes in billing amount.

b. The Client shall review the SAP and, if acceptable, sign to confirm agreement. Until the SAP is signed and returned to the Company, the additional services will not commence.

c. Once the SAP is signed by both parties, it shall be deemed an integral part of this Agreement, and all terms mentioned therein shall be enforceable as if they were included in the original Agreement.

25.3. Billing Adjustments

The billing amount will be adjusted to reflect the addition of the new services from the date of signing the SAP. Any prorations or adjustments necessary due to the timing of the service addition will be reflected in the subsequent invoice.

25.4. Replacement of Email Communication

This formal amendment procedure is intended to either replace or supplement the current email communication method regarding service additions and associated billing adjustments. Unless specified otherwise in writing, this formal procedure shall prevail over any conflicting email communication.

25.5. Acknowledgment

By initiating a request for additional services, the Client acknowledges and agrees to adhere to this Service Terms Modification and Notice Procedure.

26. Miscellaneous

26.1. Amendment

This Agreement may be amended or modified only by a written document, which will be labeled as an "Amendment" and must be signed by authorized representatives of both Parties.

26.2. Waiver

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

26.3. Attorneys' Fees

In the event that any Party institutes any legal suit, action or proceeding against the other Party to enforce the covenants contained in this Agreement (or obtain any other remedy in respect of any breach of this Agreement), the prevailing Party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such Party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs

26.4. Survival

Certain provisions of this Agreement shall survive any termination or expiration of this Agreement. These provisions include, but are not limited to, those concerning:

Intellectual Property Rights and Usage
Confidentiality Obligations
Warranties and Disclaimers
Limitation of Liability

Indemnification
Use of Client's Name and Logo
Data Protection and Privacy
Non-Solicitation
Arbitration and Dispute Resolution
Governing Law
Rights and Obligations Post-Termination

And any other provisions, which, by their nature, should be understood to survive the termination of expiration of this Agreement.

26.5.   Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

26.6.   Cumulative Remedies

The rights and remedies of the Company under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

26.7.   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.

26.8.   Entire Agreement

This Agreement and all documents and agreements referred to in this Agreement supersede all prior or contemporaneous understandings, agreements, negotiations and discussions, whether oral or written, between the parties concerning this subject matter and constitute the entire agreement between the parties.

26.9.   Non-Reliance

The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth in this Agreement.

26.10.   Notices and Communications

a.   Notices

All formal notices or communications required or permitted by this Agreement must be in writing and may be delivered by any of the following methods:

Personal Delivery: Considered given at the time of delivery.

Overnight Delivery Service: Considered given the day after it is sent.

Certified Mail (Return Receipt Requested, Postage Prepaid): Considered given two days after it is mailed.

Regular U.S. Mail (Postage Prepaid): Considered given two days after it is mailed.

Email: Considered given immediately upon sending, provided it is sent to the correct email address.

Refusal of a notice does not invalidate the notice or its contents.

b. Address for Notices:

Notices to the Company shall be sent to:

A-Team Systems, LLC
5940 S Rainbow Blvd Ste 400
PMB 96935
Las Vegas, NV 89118-2507
U.S.A.

Notices to the Client shall be sent to the contact information provided by the Client on intake forms or as subsequently authorized by the Client. It is the Client's responsibility to maintain current and accurate contact information with the Company to ensure timely receipt of any notices.

c. Either party may change its designated address for notices by providing written notice to the other party at least three days before the change takes effect.

d. In addition to formal notices, the Company and the Client may engage in routine or informal communications regarding the Services or this Agreement using various technologies or methods, including phone calls, emails, text messages, and other electronic methods.

26.11.   Governing Law

This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to Delaware's conflict of law principles.

26.12.   Compliance with Laws and Non-Discrimination Commitment

The parties agree that they will comply with all applicable international, federal, state, or local laws and ordinances and that neither party will discriminate against any employees or contractors or the other on the basis of race, color, religion, national origin, sex, age, disability, status as a disabled veteran, or any other basis prohibited by law.