

## INNOWI STANDARD TERMS & CONDITIONS OF SALE

This Agreement pertains to the provision of restaurant point-of-sale and restaurant management services (the “**Service**”) by Innowi, Inc. (“**Innowi**”) to the buyer (“**Buyer**”). Innowi offers its Service as a bundled hardware and software solution. The hardware includes the full range of products manufactured by Innowi or otherwise made available to Buyer through a third-party (the “**Hardware**”), whereas software includes the full suite of restaurant applications provided by Innowi (the “**Software**”). All sales made by Innowi to the Buyer are expressly conditioned on Buyer’s acceptance of the following terms and conditions.

- 1. General Terms.** These terms and conditions contained in this sales order form (“**Order Form**”) constitute the entire agreement (“**Agreement**”) between Innowi and Buyer and supersede all previous negotiations, discussions and understandings, whether oral or written, between the parties with respect to the subject matter hereof. Innowi will not be bound by any terms of Buyer’s purchase order or other acknowledgement form that are inconsistent with the terms herein. These terms and conditions may only be amended or waived by a writing signed by an authorized representative of Innowi. Neither Innowi’s commencement of performance nor delivery shall be deemed or construed as acceptance of Buyer’s additional or different terms and conditions. Any additional or different terms or conditions in Buyer’s purchase order or any other document received by Innowi from Buyer are expressly excluded. All purchase order acceptances shall be conditioned upon Buyer’s unqualified acceptance of the terms and conditions set forth herein, which may be made by signing an Order Form, setting up an account to avail Innowi’s Services, or receipt by Buyer of delivery of any Hardware. The terms and conditions under this Order Form shall apply whether or not they are attached to or enclosed with Services to be sold hereunder.
- 2. Order and Acceptance.** All orders for Innowi’s Services shall be made by purchase order sent to Innowi via email, electronic message, text message, or postal mail. Upon receiving a quote provided by Innowi, Buyer shall grant acceptance and authorization for the execution of an order through either: (a) signing the Order Form prior to the expiration date; or (b) issuing a purchase order prior to the expiration date and referencing the Order Form. Buyer’s purchase order shall not be binding on Innowi until accepted in writing by Innowi. Innowi shall have no liability to Buyer with respect to purchase orders that are not accepted.
- 3. Subscription Fee.** Innowi’s Service is offered as bundled Hardware and Software solution which Buyer may avail through paying an all-access monthly subscription fee as specified in the Order Form (“**Subscription Fee**”). The term of the subscription shall be for either a twenty-four (24) or thirty-six (36) month period, as specified by Buyer in the Order Form, and the Subscription Period shall commence on the start date indicated in the Order Form (“**Subscription Period**”). The Subscription Fee shall be automatically debited from Buyer as described in Paragraph 4 on the date stated in the Order Form, or otherwise indicated or made known to Buyer by Innowi (“**Payment Date**”).
- 4. Automatic Renewal.** After the expiry of the Subscription Period the Service shall automatically renew on a month-to-month basis. The Subscription Fee charged in the renewed month shall be equal to the Subscription Fee in effect during the immediately preceding month, unless Innowi provides advance notice of a revised Subscription Fee, which revision shall become effective on the subsequent billing cycle.
- 5. Payment and Automatic Debit.** Buyer authorizes Innowi to effect payment of the Subscription Fee on a monthly basis by means of debiting Buyer’s credit or debit card, or through an Automated Clearing House (“**ACH**”) transfer (“**Payment Method**”) on the Payment Date. This authorization shall not affect the obligation of Buyer to pay such sums when due, without notice, if there are insufficient funds in such account to pay the Subscription Fee on the Payment Date, or if Innowi fails to debit Buyer’s account. In the event that Innowi is unable to effect payment of the Subscription Fee due to insufficient funds, or due to any other fault substantially attributable to the Buyer, Buyer shall pay the Subscription Fee to Innowi in not less than seven (7) days from the Payment Date.
- 6. Failure to Pay Subscription Fee.** In the event that Buyer does not pay the Subscription Fee or any other payment due under this Agreement within the seven (7) days from the Payment Date or other date as specified by Innowi, a late payment charge of two percent (2%), or the maximum rate allowed by applicable law, whichever is lower, shall be charged for each elapsed and/or started month. Notwithstanding the aforementioned, Innowi may terminate this Agreement for Buyer’s default in the payment of the Subscription Fee, and, in such event, Buyer shall become liable to pay an early termination fee as prescribed in Paragraph 18.
- 7. Initiation of Services, Delivery of Hardware, Shipment, and Acceptance.** Innowi shall use reasonable efforts to initiate the Services and deliver Hardware at the times specified in the Order Form, provided, however, that all delivery dates are estimates only. Innowi shall not incur any liability, either direct or indirect, nor shall any Order Form or purchase order be cancelled as a result of any delays in initiation of Services or delivery of Hardware. Innowi shall not be responsible for any delays caused by third parties utilized by Innowi or the inability of such third parties to provide or deliver their goods or services to Innowi. All Hardware will be packed according to Innowi’s standard practice, marked for shipment to the address specified in the Order Form, and shipped F.O.B. Innowi’s facility (“**Delivery Point**”), at which time risk of loss passes to Buyer. Payment of all shipping and freight charges from the Delivery Point, along with all customs, duties, costs, taxes, insurance premiums, and other expenses related to the transportation of Hardware, shall be the sole responsibility of Buyer.
- 8. Taxes.** Subscription Fees do not include any taxes, and Buyer shall be responsible for, and pay, any and all taxes (including without limitation, withholding, sales, excise, value-added and use taxes), customs or other import duties, and tariffs paid or payable (however designated, levied or based), exclusive of taxes based solely on Innowi’s net income.
- 9. Hardware and Software Modifications.** Innowi may at any time, without incurring any liability to Buyer with respect to any previously placed purchase order, modify the specifications of Hardware and/or Software provided by Innowi and substitute Hardware and/or Software manufactured or designed to such modified specifications, provided such modifications will not materially affect overall product performance and use cases.
- 10. Free Trial.** If Buyer opts for a free trial, Innowi will make such free trial service available to Buyer on a trial basis, free of charge, until the earlier of: (a) the end of the free trial period; (b) the payment of the Subscription Fee; or (c) termination of the free trial services by Innowi in its sole discretion. The free trial period may be extended upon mutual agreement by Innowi and Buyer. Innowi reserves the right to collect the Hardware from Buyer’s premises at any point throughout the duration of the Free Trial, provided that Innowi has previously terminated the free trial service and provided written notice to Buyer. Notwithstanding anything to the contrary in this Agreement, a Free Trial Service is provided “AS IS.” INNOWI MAKES NO REPRESENTATION OR WARRANTY AND SHALL HAVE NO

- INDEMNIFICATION OBLIGATIONS WITH RESPECT TO A FREE TRIAL SERVICE. INNOWI SHALL HAVE NO LIABILITY OF ANY TYPE WITH RESPECT TO A FREE TRIAL SERVICE, UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE INNOWI'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A FREE TRIAL SERVICE IS LIMITED TO THE QUOTED PURCHASE PRICE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPH 19 ("LIMITATION OF LIABILITY"), BUYER SHALL NOT USE THE FREE TRIAL SERVICE IN A MANNER THAT VIOLATES APPLICABLE LAWS AND WILL BE FULLY LIABLE FOR ANY DAMAGES CAUSED BY ITS USE OF A FREE TRIAL SERVICE. ANY DATA AND CONFIGURATIONS ENTERED INTO BUYER'S FREE TRIAL SERVICE ACCOUNT MAY BE PERMANENTLY LOST UPON TERMINATION OF THE FREE TRIAL SERVICE.
11. **Title.** Innowi shall at all times retain title to the Hardware and the Buyer shall hold the Hardware on a fiduciary basis as Innowi's bailee. Buyer shall not represent otherwise to any person or entity. All evidence of delivery of the Hardware to Buyer shall be delivered to Innowi upon Innowi's request. Buyer shall not change or remove any insignia or lettering that is on the Hardware or that is thereafter placed thereon indicating Innowi's ownership thereof. Buyer shall indemnify Innowi and defend Innowi's title against all persons claiming against (through actions other than actions of Innowi) or through Buyer, at all times keeping the Hardware free from any legal process or encumbrance whatsoever resulting from, by, or under any acts of Buyer including, but not limited to, liens, attachments, levies, and executions, and shall give Innowi immediate written notice thereof and shall indemnify Innowi from any loss caused thereby.
  12. **Risk of Loss.** Except to the extent caused by any acts or omissions attributable to Innowi or any Innowi Representative or arising out of breach of this Agreement by Innowi, Buyer shall bear the entire risk of the Hardware being lost, destroyed, or otherwise unfit or unavailable for use from any cause whatsoever ("**Event of Loss**") after it has been delivered by Innowi to the common carrier for shipment to Buyer. If an Event of Loss has occurred Buyer shall become liable to Innowi for the casualty value of the Hardware as specified by Innowi to Buyer. Innowi shall replace the Hardware upon payment of the casualty value to Innowi. The occurrence of an Event of Loss shall not release Buyer from the obligation to pay the Subscription Fee on the Payment Date or any other obligation under this Agreement. If an Event of Loss shall occur with respect to the Hardware, Buyer shall promptly notify Innowi of that fact in writing.
  13. **Care, Use, and Repair of Hardware.** In all respects, except for damage or repairs due to the acts or omissions of Innowi or its employees, agents, or contractors, Buyer at its own cost and expense shall maintain the Hardware in good operating condition, repair and appearance, and Buyer shall protect the same from deterioration, other than normal wear and tear. Buyer shall use the Hardware and Software in the regular course of business only, within its normal capacity, without abuse, and in the manner contemplated by the parties as of the date of this Agreement. Buyer shall comply with all laws, ordinances, regulations, requirements, and rules with respect to the use and operation of the Hardware, and shall not make any modification, alteration, or addition to the Hardware. Neither Buyer nor its employees, agents, or representatives shall tamper with, disassemble, revise, reverse engineer, or otherwise examine the workings of the Hardware. If through the negligence of Buyer or the breach of this Agreement by Buyer repairs are required from Innowi then Buyer shall reimburse Innowi for all reasonable costs incurred by Innowi in making such repairs or performing such maintenance. Innowi shall have the right during normal business hours, upon reasonable prior notice to Buyer and subject to applicable laws and regulations, to enter the Buyer's premises to inspect and observe the Hardware, or otherwise protect Innowi's interest, and Buyer shall cooperate fully in affording Innowi the opportunity to do the same.
  14. **Cancellation Before Use.** In the event that Buyer seeks to terminate the Agreement before commencing installation, use, or operation of the Hardware, regardless of whether Innowi has begun the provision of Services, Buyer shall pay Innowi a restocking fee of a reasonable amount as specified by Innowi and a cancellation charge not exceeding one month's Subscription Fee, provided that Innowi has previously granted approval for such cancellation in writing. Innowi reserves the right to inspect Hardware, evaluate its condition, and consequently determine the appropriate restocking fee chargeable to Buyer.
  15. **COVID-19.** If, due to the spread of COVID-19 and any of its variants ("**Virus**") in the Buyer's premises, or the contraction of the Virus by any of the Buyer's owners or employees, or the initiation of lockdown in the Buyer's locality, the Buyer intends to suspend the provision of its services permanently or temporarily, then the Buyer shall, upon making such decision, immediately notify Innowi.
  16. **Buyer's Default.** In the event of Buyer's default as defined hereunder, Innowi shall have the right to immediately cancel any order, terminate the provision of Services, refuse to ship or stop delivery of any Hardware, and Innowi shall be entitled to recover any losses or damages incurred by Innowi as a result of such default and to seek any other remedy provided by law or in equity. Buyer's default means: (i) Buyer's insolvency or the filing or institution of a proceeding under any bankruptcy, reorganization or similar law, by or against Buyer; (ii) an assignment for the benefit of creditors by Buyer; (iii) the appointment of a receiver, trustee or custodian for any of the property or assets of Buyer; (iv) Buyer otherwise being in default of any obligation to Innowi hereunder or otherwise including, but not limited to, Buyer's obligation to make payment in accordance with the terms contained herein or any other agreement between the parties; and (v) the occurrence of events out in Paragraph 15 ("**Event of Default**"). By submitting an order to Innowi, Buyer warrants, represents and covenants that it is solvent now and will be solvent at shipment and agrees to notify Innowi immediately in writing upon the occurrence of any of the events set forth in this paragraph. The occurrence of an Event of Default shall not release Buyer from the obligation to pay an early termination fee or any other obligation under this Agreement, provided that Innowi may in its sole discretion waive such early termination fee. If an Event of Default shall occur, Buyer shall promptly notify Innowi of that fact in writing.
  17. **Return of Hardware on Default.** If Buyer becomes subject to any Event of Default, or if Innowi reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then Buyer shall return the Hardware to Innowi's premises. In the event that Buyer fails to return the Hardware within fifteen (15) days of the occurrence of an Event of Default, without limiting any other right or remedy Innowi may have, Innowi may at any time, as per its discretion and without prior notice to Buyer, utilize the appropriate Payment Method to charge Buyer for the selling price of the Hardware, as specified by Innowi.
  18. **Early Termination Fee.** Unless otherwise agreed to by Innowi, Buyer acknowledges and agrees that it may terminate this Agreement and any applicable Order(s) during the Subscription Period, renewed or otherwise, provided that Buyer shall remain responsible for payment of all Subscription Fees or other fees through the date of Termination. Additionally, Buyer shall incur and pay an early termination fee equal to three months' Subscription Fees and any other fee payable to Innowi under this Agreement.
  19. **Limitation of Liability.** Buyer agrees that Innowi shall not incur any liability arising directly or indirectly from any termination, suspension, delay, disruption, or error in the Service (including billing for the Service) due to the internet, wireless service, payment processor, communications network, facility, equipment, or other technical aspect beyond Innowi's reasonable control. Buyer further agrees that Innowi shall not be held liable for any loss arising from erroneous inputs made by Buyer or Buyer's employees in the processing of a sales transaction. In no event shall Innowi be liable to Buyer or to any third party for

consequential, incidental, special or punitive damages, or for lost profits, resulting from or in any manner related to the Service, any performance or non-performance by Innovi, or the design, use or any inability to use the Hardware, whether such damages are claimed under contract, tort or any other legal theory. Buyer understands and agrees that Buyer's sole and exclusive remedy, and Innovi's limit of liability, for any and all loss or damage resulting from defective Services or the breach by Innovi of any provision or term set forth herein or otherwise, in each case, shall be limited to the monthly Subscription Fee. This limitation of liability shall survive the termination, expiration or cancellation of any agreement or order.

20. **Limited Warranty.** Products manufactured by Innovi and made available to Buyer ("Products") are warranted against defects in workmanship and materials for a period of one (1) year from the shipping date, provided the Products remains unmodified and are operated under normal and proper conditions according to Innovi's specifications. Innovi will replace such defective Products at no cost to Buyer. However, the Products must be returned to Innovi at the designated address with all accessories, cords, cables, parts and documentation included. Buyer is responsible for shipment to Innovi and paying the shipping cost whereas Innovi is responsible for return shipment to Buyer, unless Innovi, as per Innovi's sole discretion, determines that the Products have no defect or is not under warranty, in which case Buyer will also be responsible for return shipment costs. Innovi will not be responsible for damage or loss of any software programs, data, removable data, storage media, or the restoration or reinstallation of any software programs or data. Innovi shall perform warranty repair in a good and workmanlike manner. The repair shall conform in all material respects to the specifications for the Products published by Innovi for a period of thirty (30) days or the remainder of the warranty period, whichever is longer. Warranty coverage terminates if Buyer sells or transfers the Products. No Innovi reseller, agent, distributor, or employee is authorized to make any modification, extension, or addition to this limited warranty policy. Buyer's sole and exclusive remedy with regards to breach of this warranty policy shall be to request Innovi to re-perform the non-conforming warranty repair.
21. **Termination of Limited Warranty.** The aforementioned warranty provisions are non-transferable and shall terminate if the Products have been: (i) tampered with, altered, or modified, except by Innovi; or (ii) if Innovi determines that the defects or damage result from normal wear and tear, misuse, negligence, improper storage, water or other liquids including contamination with bodily fluids, battery leakage, use of parts or accessories not approved or supplied by Innovi including but not limited to media, supplies, batteries and other peripherals, or failure to perform operator handling and scheduled maintenance instructions supplied by Innovi; or (iii) if the Products have been subjected to unusual physical or electrical stress, abuse, accident, force, or exposure beyond normal use within the operational parameters set by Innovi in its specifications for the corresponding hardware.
22. **Disclaimer.** PRODUCTS NOT MANUFACTURED BY INNOWI AND PROVIDED BY THIRD-PARTIES, EVEN THOUGH MADE AVAILABLE TO THE BUYER BY INNOWI, ARE NOT COVERED BY THIS LIMITED WARRANTY POLICY. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED HEREIN, INNOWI AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES WITH REGARDS TO THE SERVICES. THIS INCLUDES BUT IS NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, RELIABILITY, AVAILABILITY, SUITABILITY, ACCURACY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICE WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICE IS SECURE, FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE DOES NOT INFRINGE THE RIGHTS OF ANY PERSON, OR THAT THE QUALITY OF SERVICES WILL MEET YOUR REQUIREMENTS.
- INNOWI DOES NOT WARRANT OR GUARANTEE THAT ANY OR ALL SECURITY ATTACKS WILL BE DISCOVERED, REPORTED, OR REMEDIED OR THAT THERE WILL NOT BE ANY SECURITY BREACHES BY THIRD-PARTIES OR THAT HARDWARE OR SOFTWARE, WILL BE COMPATIBLE WITH FUTURE PRODUCTS OR SOFTWARE VERSIONS OR INTEROPERATE WITH THIRD PARTY HARDWARE OR SOFTWARE. USE OF THE SERVICE IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS". THE REMEDY SET FORTH IN THIS HARDWARE WARRANTY SECTION ABOVE IS BUYER'S EXCLUSIVE REMEDY FOR WARRANTY CLAIMS AND IS EXPRESSLY IN LIEU OF ALL OTHER REMEDIES THAT MAY BE AVAILABLE TO BUYER AT LAW OR IN EQUITY. IN NO EVENT SHALL INNOWI OR ITS AFFILIATES, RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER.
23. **Innovi's Intellectual Property.** Innovi retains all right, title, and interest to all information, content, and intellectual property, confidential or otherwise, related to the Service. All intellectual property connected, directly or indirectly, with existing or future Services is protected by copyright, patent, trade secret, trademark, trade dress, design, and service mark laws of the United States, international conventions, and other relevant intellectual property and proprietary rights and applicable laws. Innovi's Intellectual Property includes the brand names, marks, logos, emblems, brands, service marks, trademarks, trade names, taglines, or other proprietary designations, all Software, content of any materials, web screens, layouts, processing techniques, procedures, algorithms, methods, updates, and any changes, modifications, or alterations made to the aforementioned. Innovi, its subsidiaries, affiliates, or successors own or have license to all rights, title, interest, copyright and other Intellectual Property rights worldwide in the Services, including any subsequent derivatives, iterations, or improvements to the Services. Buyer agrees not to sell, rent, lease, loan, assign, sublicense, distribute, or otherwise transfer, copy or reproduce, modify, publicly perform or display, broadcast, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of such Intellectual Property other than as expressly authorized by this Agreement. Buyer agrees to grant us a nonexclusive right and license to display Buyer's trademark on Innovi's website or any other promotional material, including advertisements, trade publications, or other marketing material identifying Buyer as a customer of Innovi. Innovi obtains no right in Buyer's trademark other than the limited right described in this subsection.
24. **License terms.** Through this Agreement, Innovi grants Buyer a limited, non-transferable, non-sub-licensable, nonexclusive, revocable license to use Innovi's Services. The Services are licensed, not sold, to the Buyer and Buyer acknowledges that Buyer has not acquired any license to use Innovi's Services in excess of or contrary to the terms of this Agreement.
25. **Confidentiality.** Each party agrees to protect the Confidential Information (as defined below) of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not: (i) disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the disclosing party's prior written permission and (ii) disclose or make the other party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this

Agreement. Confidential Information shall not include any information that (a) is or becomes generally known to the public, other than as a result of the act or omission of the receiving party; (b) were rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (c) is lawfully received from a third party without breach of any obligation owed to the other party; or (d) was independently developed by a party without breach of any obligation owed to the other party. If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof.

27. **Arbitration.** This Section is referred to as the "Arbitration Agreement."

a. **Agreement to Arbitrate.** Except where prohibited by Applicable Law and Rules, Buyer agrees that any and all disputes or claims that have arisen or may arise between Buyer and Innovi, whether arising out of or relating to this Agreement or in connection with Buyer's use of the Services, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that Buyer may assert individual claims in small claims court, if Buyer's claims qualify. Buyer agrees that, by agreeing to this Agreement, Buyer and Innovi are each waiving the right to a trial by jury or to participate in a class action. Buyer's rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. Notwithstanding the foregoing, this Arbitration Agreement shall not preclude either party from pursuing a court action for the sole purpose of obtaining a temporary restraining order or preliminary injunction in circumstances in which such relief is appropriate; provided that any other relief shall be pursued through an arbitration proceeding pursuant to this Arbitration Agreement. In any event, any action or proceeding by Buyer against Innovi relating to any dispute must commence within one year after the cause of action accrues.

b. **Prohibition of Class and Representative Actions and Non-Individualized Relief.** Except where prohibited by Applicable Law and Rules, Buyer and Innovi agree that each may bring claims against the other only on an individual basis and not as plaintiff or class member in any purported class or representative action or proceeding. Unless both Buyer and Innovi agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

c. **Pre-Arbitration Dispute Resolution.** Innovi is always interested in resolving disputes amicably and efficiently, and most concerns can be resolved quickly and to the participant's satisfaction by contacting Innovi's support team. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute ("**Notice of Dispute**"). The Notice of Dispute to Innovi should be sent to Innovi at its designated address and must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Innovi and Buyer do not resolve the

claim within sixty (60) calendar days after the Notice is received, Buyer or Innovi may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Innovi or Buyer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which Buyer or Innovi is entitled.

d. **Arbitration Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Commercial Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award issues relating to, without limitation, the scope, enforceability, and arbitrability of this Arbitration Agreement. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. Unless Innovi and Buyer agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If Buyer's claim is for \$10,000 or less, Innovi agrees that Buyer may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If Buyer's claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

e. **Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys' fees will be governed by the AAA Rules.

f. **Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

g. **Severability.** If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than 27(b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of 27(b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

28. **Force Majeure.** Innovi shall not be responsible or liable for any failures with respect to the fulfillment of any Order Form and the functioning of any Hardware or Software due to any cause or condition beyond its control, including, without limitation, strikes or labor difficulties, fires, floods and other actions of the elements, inability to secure transportation, shortage of materials or equipment, riots or other civil commotions, pandemic, epidemic, governmental action, data breaches, cyber-attacks, and acts of God and war. Innovi's liability for real and proven damages shall, regardless the gravity of the failure, be limited by the terms contained in Paragraph 19 above.

29. **Ownership.** Innovi reserves all rights that have not been specifically and expressly granted to Buyer in this Agreement. As

defined in Paragraph 23 (Intellectual Property) and 11 (Title), Innovi own all rights, title, interest, copyright, and other Intellectual Property in the Services as they may exist now or come to exist in the future.

30. **Indemnification.** Buyer shall indemnify and hold harmless Innovi and its officers, employees and agents against all claims, damages, losses, liabilities and expenses (including, without limitation, reasonable attorney's fees) on account of any damaged property or injury or infection or death of persons (including, without limitation, Buyer's employees) arising out of Buyer's storage, handling, use, implementation or disposal of Hardware purchased from Innovi. This indemnity obligation shall survive the expiration, termination or cancellation of any agreement or order with respect to the sale of Hardware.
31. **Termination.** If the Buyer: (i) fails to make any payment when due under the terms of the Order Form; (ii) defaults as defined in Paragraph 16; or (iii) materially breaches any of the terms of this Agreement, Innovi shall have the following rights at its option without incurring any liability, which rights shall be cumulative and shall not prevent Innovi from also claiming damages and pursuing any other rights and remedies available to it:
  - a. to terminate this Agreement;
  - b. to suspend or terminate the provision of Services;
  - c. to cancel any undelivered or uncompleted portion of the contract and stop any Hardware in transit;
  - d. to demand immediate payment of any outstanding amounts which shall thereupon become due and payable.
32. **Severability.** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect and those provisions so held to be invalid will be interpreted to reflect the original intent of the parties.
33. **Waiver.** No waiver of any rights shall be effective unless consented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
34. **Notice.** All notices under this Agreement shall be in writing and shall be deemed given when: (i) delivered personally; (ii) sent by email; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested; or (iv) one (1) day after deposit with a commercial overnight carrier specifying next day delivery, with written verification of receipt. All communications shall be sent to the respective addresses set forth on the face of the Order Form.
35. **Assignment.** This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by Buyer to any third-party. Any such transfer shall be deemed null and void.