



## Terms of Service

Revision Effective Date: January 1, 2026

These Terms of Service (“Terms”) govern delivery and use of Services set forth in an Order between Legion Technology, Inc. and Client.

1. **Definitions.** In addition to terms defined in an Order, the following capitalized terms, whether used in the singular or plural, have the respective meanings set forth below.

1.1 **“Agreement”** means these Terms and any Order referencing these Terms, collectively which govern the rights and obligations of the Parties.

1.2 **“Change Order”** means a mutually executed contract document that modifies an existing Order.

1.3 **“Claim”** means the meaning set forth in Section 9.1.

1.4 **“Confidential Information”** means terms of the Agreement and, as to each Party, any non-public information including, without limitation, information relating to its business affairs, products or services, pricing, Intellectual Property Rights, computer programs, software, documentation, methodologies, training aids and manuals, procedures, third-party confidential information, and other sensitive or proprietary information, whether disclosed orally or in written, electronic, or other form or media and excluding information that Receiving Party can demonstrate by competent evidence: (a) is already known by the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of the Agreement by the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third-party who is under no confidentiality obligation.

1.5 **“Data Security Breach”** means an unauthorized act or occurrence that is an intrusion to a system or environment or bypasses or contravenes security policies or practices and which could reasonably be expected to have a material adverse effect on Services.

1.6 **“Date of Modification”** means the date when Service Provider (a) publishes an amendment or modification to these Terms on its website or other digital



location as provided in an Order or (b) otherwise makes available to the Client modified or amended Terms.

**1.7 “Disclosing Party”** means a Party that discloses its Confidential Information to the Receiving Party.

**1.8 “Force Majeure Event”** means any act of God, event, circumstance, occurrence, or contingency, regardless of whether it was foreseeable, which prevents performance of a Party and is not caused by or within the reasonable control of such Party including, without limitation, natural causes, pandemics, epidemics, fires, storms, floods, declared states of emergency, terrorism, civil unrest, war, invasion, labor strikes, infrastructure failures, power outages, or an order, regulation, request or recommendation of any Governmental Authority having jurisdiction.

**1.9 “Governmental Authority”** means the government of any nation or any political subdivision thereof, whether at the national, state, municipal, or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative power or functions of, or pertaining to, government.

**1.10 “Incident”** means the meaning set forth in Section 2.7.

**1.11 “Indemnified Party”** means the meaning set forth in Section 9.1.

**1.12 “Indemnifying Party”** means the meaning set forth in Section 9.1.

**1.13 “Intellectual Property Rights”** means all rights, title and interest in and to (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other Confidential Information, and (v) all other intellectual property, in each case whether registered or unregistered and including, but not limited to, all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

**1.14 “Managed Assets”** means Client hardware, software, equipment, network, communications equipment, configuration, infrastructure, physical site, products, documentation, and processes constituting Client’s information technology environment that is supported by Services.



1.15 **“Order”** means a fully executed ordering document including, without limitation, a SOW, proposal, Change Order or similar document which sets forth specific Services selected by Client.

1.16 **“Party”** means either Service Provider or Client.

1.17 **“Pre-Existing Materials”** means all documentation, data, know-how, methodologies, ideas, concepts, techniques, information, systems, guidelines, procedures, software, other materials, including but not limited to computer programs, reports, and specifications, and Intellectual Property Rights therein, provided or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

1.18 **“Project-Based Services”** means (i) Services provided by Service Provider that are outside the scope of standard monthly support Services listed in an Order including, without limitation, Services that require Incident response activities, project management, or architecture, design, installation, configuration, deployment, and support of new infrastructure (e.g., hardware and software, except third party products used by Service Provider as part of monthly support services) and (ii) major version upgrades of Managed Assets (e.g., upgrades requiring additional or different hardware to be implemented).

1.19 **“Receiving Party”** means a Party that receives Disclosing Party Confidential Information.

1.20 **“Services”** means tasks, activities, and deliverables provided to Client by Service Provider, as described in an applicable Order.

1.21 **“Statement of Work” or “SOW”** means an Order (including any Change Order) that sets forth specific Project-Based Services.

1.22 **“Taxes”** means any and all sales, use, gross receipts, environmental, ad valorem, or excise tax or any other similar taxes, fees, duties, or charges of any kind imposed by any Governmental Authority on any amounts payable by Client exclusive, however, of any taxes, assessments, or other levies imposed on Service Provider income or capital.

## 2. **Term, Priority and Provision of Services.**



**2.1 Term.** These Terms shall remain in effect until the later of the effective date of termination or the last date Services are provided to Client.

**2.2 Priority.** Any conflict between terms of these Terms or a related contract document shall be resolved by giving priority to contract documents in the following order of precedence:

- (a) any amendment to the Agreement;
- (b) these Terms;
- (c) any Order; and
- (d) any mutually agreed Client terms.

Provision of Services does not constitute acceptance of Client terms. Additional, supplementary or conflicting terms supplied by Client including, without limitation, those contained on or incorporated in any purchase order are specifically and expressly rejected by Service Provider unless it has assented in writing to such terms.

**2.3 Provision of Services.**

(a) Subject to timely payment of fees, Service Provider shall provide Services as more particularly described in an Order. Upon the effective date of each Order, the Order and these Terms are incorporated into and made a part of the Agreement. Service Provider may engage such persons or entities as it deems necessary for the purpose of performing Services and shall determine the manner in which Services are provided. Services shall be delivered in a timely, professional, and workmanlike manner by qualified personnel exercising care, skill, and diligence consistent with industry standards. The sole remedy of Client for breach of this Section 2.3 shall be re-performance of the alleged non-conforming Services at no cost to Client. If, in Service Provider's judgment, re-performance will not result in compliance with this Section, then Client shall be entitled to a refund of fees paid for such non-conforming Services.

(b) The following are excluded from the scope of Services: (i) activities related to full vendor management, e.g., warranty tracking; (ii) assisting operationally with software functionality, e.g., training or resolving issues relating to how to use a particular software; (iii) software vulnerabilities, e.g., bugs; and (iv) issues resulting from lapses in Client software licensing including without limitation failure to maintain current maintenance and technical support agreements with software and hardware manufacturers.

(c) A separate SOW shall be required for Project-Based Services.



**2.4 Change Orders.** Material changes to Services shall be documented by a Change Order. A request for such changes by Client shall allow sufficient advance time for Service Provider to make necessary adjustments which may include scheduling adjustments. Client agrees to reimburse Service Provider for all reasonable and actual expenses that cannot be avoided (e.g., cancellation fees, non-refundable third-party services or airline tickets) as a result of such scheduling adjustments and changes to Services. For clarity, fee increases in the normal course of business may not necessitate a Change Order (e.g., price increase of a third-party product used by Service Provider for Services or adding users to the Client license count for supported software).

**2.5 Reliance on Client Information.** Service Provider shall be entitled to rely upon data, information, and instructions furnished by or on behalf of Client. If any error results from incorrect data, information, or instructions, Service Provider shall not be liable for any damages or delays arising therefrom. Client shall be responsible for discovering and reporting such error and supplying data, information, or instructions necessary to correct such error. Client is ultimately responsible for the adequacy and accuracy of all Managed Assets and other information provided to Service Provider. If Service Provider's performance of its obligations under the Agreement is prevented, delayed, or hindered, by any act or omission by or on behalf of Client, Service Provider shall not be deemed in breach of its obligations under the Agreement and is not liable for any associated or resulting costs, charges, or losses sustained or incurred by Client.

**2.6 Client Responsibilities.** Client is responsible to select the Services appropriate for its business needs and to use the Services in compliance with the Agreement and applicable laws and regulations. Client represents that it is in compliance with applicable laws regarding receipt of Services and the Agreement and that Client has a continuing obligation to maintain all necessary rights and consents to disclose any third party, regulatory, confidential or other sensitive data to Service Provider in connection with the provision of Services. Client is responsible for management of its passwords including without limitation changing any password provided to or by Service Provider and for maintaining manufacturer support for Managed Assets at a version level actively supported by the manufacturer. Except as otherwise provided for in an applicable Order, Client is responsible for all backup, nonstandard data protection, hot site, disaster recovery and other similar services designed to protect Client systems, software and data.

**2.7 Information Security.**

(a) Each Party shall use commercially reasonable measures designed to limit physical and logical access to Managed Assets and third party products used by



Service Provider in connection with Services. Service Provider shall maintain sole administrative privileges to Managed Assets. If a third-party vendor requires access, Service Provider will provide temporary least-privilege access with written approval from the Client primary point of contact.

(b) Each Party shall, in accordance with relevant industry standards (i) regularly review and update, as necessary, all information security tools and processes used on such Party's systems and (ii) install and maintain commercially reasonable anti-virus software on its systems and update such anti-virus software on a regular basis.

(c) Each Party shall as soon as is reasonably practical but in no more than forty-eight (48) hours of discovery, notify the other Party of any Data Security Breach or any other unauthorized access, disclosure, acquisition, or use of the Managed Assets ("**Incident**"). As soon as possible thereafter, to the extent of its knowledge, the notifying Party shall provide the other Party full details of the Incident. Incident response activities performed by Service Provider shall be pursuant to a separate SOW for Project-Based Services.

### 3. **Billing and Payments.**

**3.1 Fees and Payment.** Client shall pay the fees set forth in an Order and reimburse Service Provider for all reasonable travel and out-of-pocket expenses incurred in performance of the Services. All payments will be in U.S. dollars. Fees for monthly support Services are due within thirty (30) days of invoice or notice of fees due and project-based fees are due as set forth in the applicable SOW. If Client provides credit card or similar account information for payment purposes, Client authorizes Service Provider to charge such credit card or account for fees due under any Order and associated merchant fees charged by the credit card provider.

**3.2 Disputed Fees and Late Payment.** If payment for undisputed fees is not received within thirty (30) days after becoming due, Service Provider may (i) charge interest on such unpaid amounts at a rate of 2.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid and (ii) suspend performance for all Services until payment has been made in full. Client shall provide notice of any disputed fee within ten (10) days of receipt of the invoice containing such fee. A disputed fee that is determined by Service Provider to be a correct fee shall bear interest from the applicable invoice due date. Client agrees to reimburse Service Provider for costs and fees (including reasonable attorney fees) incurred in collecting overdue fees.



**3.3 Additional Legal Requirements.** If required by applicable law, Service Provider shall implement additional procedures or other requirements subject to execution of a Change Order that includes an equitable fee adjustment to compensate Service Provider. Service Provider further agrees that, if otherwise reasonably requested by Client or recommended by a third-party auditor (but not required by law), that Service Provider implement additional procedures or other security measures or requirements, then subject to execution of a Change Order and at Client's cost and expense, Service Provider will implement, and will assist Client and its third party contractors, as necessary, to implement such additional procedures or other requirements.

**3.4 Taxes.** All fees for Services exclude Taxes. If any Taxes are levied or imposed, Client agrees to pay the full amount of such Taxes, and such additional amounts as may be necessary so that every net payment of all amounts due hereunder, after withholding or deduction for or on account of any Taxes, is an amount equal to the sum that would have been payable by Client if such deduction for Taxes had not been made.

#### **4. Intellectual Property Rights.**

**4.1 Client IP Ownership.** Client and its licensors are, and shall remain, the sole and exclusive owner of all rights, title, and interest in and to the Managed Assets, including all Intellectual Property Rights therein. During the term of the Agreement, Client hereby grants Service Provider a limited, fully paid-up, royalty-free, non-transferable, non-sublicensable right to access and use the Managed Assets in connection with the provision of Services to Client.

**4.2 Service Provider IP Ownership.** Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all rights, title, and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. During the term of the Agreement and subject to the payment of fees, Service Provider hereby grants Client a limited, fully paid-up, royalty-free, non-transferable, non-sublicensable right to access and use any Pre-Existing Materials solely to the extent incorporated in, combined with or otherwise necessary for the use of Services. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider. In addition, Service Provider shall own all scripts, methods, and processes developed for Client except to the extent the applicable Order expressly provides otherwise.

#### **5. Confidential Information.**

**5.1 Confidentiality.** Either Party may be furnished with, or given access to, certain Confidential Information of the other Party. Such Confidential Information shall not



be disclosed by the Receiving Party to any third party, except in accordance with these Terms. Receiving Party agrees that it will not make use of any Confidential Information of the Disclosing Party except as necessary to perform under or enforce the Agreement or for such other purposes contemplated under the Agreement provided, however, in no event shall Client disclose Service Provider Confidential Information to a potential or actual competitor of Service Provider. Receiving Party may disclose Disclosing Party Confidential Information to an advisor, a contractor, and internally to employees, in each case who have a need to know the Confidential Information in order for Receiving Party to perform its obligations and who are subject to a written confidentiality agreement or confidentiality duties or obligations to the Receiving Party that are no less restrictive than these Terms. In addition to obligations in this Section 5, Receiving Party shall be responsible for any direct or indirect unauthorized use or disclosure of Disclosing Party Confidential Information by or through its employees, advisors, or contractors. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event less than reasonable care.

**5.2 Legally Compelled Disclosure.** Any disclosure of Confidential Information made by the Receiving Party in response to a valid order by a court or other governmental body or that is otherwise required by law (but only to the extent of such order or requirement) will not be a violation of Receiving Party's confidentiality obligations provided that Receiving Party (to the extent practical and permitted by applicable law) uses commercially reasonable efforts to provide Disclosing Party with reasonable prior notice of any disclosure to be made pursuant to such order or requirement and cooperates (at the expense of Disclosing Party) with the efforts of Disclosing Party to obtain a protective order or other sufficient assurance of confidential treatment of Confidential Information to be disclosed pursuant to such order or requirement.

**5.3 No Intellectual Property Rights.** Except as expressly provided herein, Receiving Party will not acquire by reason of the Agreement any Intellectual Property Rights, right to use, or license in or with respect to Disclosing Party Confidential Information. All Confidential Information furnished to the Receiving Party will remain the property of the Disclosing Party and will, at the request of the Disclosing Party, be destroyed or returned to the Disclosing Party. However, the Receiving Party may retain one (1) copy of Disclosing Party Confidential Information for legal or regulatory compliance reasons and will not be required to access or delete electronic backup or archived copies of Disclosing Party Confidential Information that were generated in accordance with Receiving Party bona fide backup or archiving practices.



## 6. Representations and Warranties.

**6.1 General Representations and Warranties.** As of the Effective Date and for so long as the Agreement is in effect, each Party represents and warrants to the other Party that (i) it is a duly organized and validly existing entity in good standing under applicable state law; (ii) it has the full right, power, and authority to enter into the Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations; (iii) the execution of each Order by its authorized representative has been duly authorized by all necessary corporate action of the Party and each Order will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with the terms of the Agreement; (iv) no approval, authorization or consent of any Governmental Authority is required to enter into and perform its obligations under the Agreement; (v) the entering into and performance of the Agreement will not violate any agreement, judgment, order, law, or regulation; and (vi) there are no actions, suits, or proceedings pending, or to the knowledge of such Party, threatened, before any court or administrative agency, arbitrator or governmental body which will, if determined adversely to such Party, materially adversely affects its ability to perform obligations under the Agreement.

**6.2 Service Provider Limited Warranties.** Service Provider represents and warrants to Client that to its knowledge (i) none of the Services or Client's use thereof infringes any Intellectual Property Right of any third-party under U.S. law and (ii) as of the Effective Date, there are no pending or, threatened claims, litigation, or other proceedings pending against Service Provider by any third-party based on an alleged violation of Intellectual Property Rights.

**6.3 Warranty Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT, (I) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND (II) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, COURSE OF DEALING, USAGE OF TRADE, AND COURSE OF PERFORMANCE. IN ADDITION, SERVICE PROVIDER DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ENTIRELY FREE FROM ERROR OR DEFECT.

## 7. Limitation of Liability.



7.1 EXCEPT AS EXPRESSLY PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR AN INTRUSION OR WORK PERFORMED BY AN UNAUTHORIZED THIRD-PARTY THAT MAY INFLUENCE PERFORMANCE OF SERVICES OR AFFECT THE MANAGED ASSETS, FOR UNAUTHORIZED USE OF CREDENTIALS, FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL OR EQUITABLE THEORY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

7.2 IN NO EVENT SHALL SERVICE PROVIDER AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT PAID BY CLIENT TO SERVICE PROVIDER PURSUANT TO THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 8. Termination.

8.1 **Material Breach.** The Agreement may be terminated, in whole or in part, by written notice to the other Party for material breach that remains uncured after forty-five (45) days following receipt of the notice, which is required to include a detailed description of the alleged breach. A termination notice shall include an effective date of termination and specify the Order that is being terminated or if the Agreement is being terminated in whole.

8.2 **Convenience.** Either Party may terminate an Order or the Agreement after providing at least thirty (30) days' advance written notice. The Parties acknowledge that Service Provider incurs non-cancelable costs, e.g., third party products, as part of providing Services. Therefore, if Client terminates an Order or the Agreement, all fees otherwise due and payable through the end of each terminated Order Term shall nonetheless be due and payable within the earlier of fifteen (15) days following the effective date of termination or net thirty (30) days from date of Service Provider's invoice.



**8.3 Effect of Termination.** Termination of these Terms also terminates all associated Orders. If the Agreement is terminated, Service Provider will remove, as soon as is reasonably practicable, all tools, equipment, hardware, and software used by Service Provider in providing Services and will securely provide digital copies of administrative credentials for applicable Managed Assets. If the Agreement is partially terminated, any Order not specifically terminated shall remain in full force and effect. Client is responsible to pay, through the effective date of termination, for all Services, expenses, and unavoidable costs incurred by Service Provider and, if Services are provided during a post-termination transition fees for Services as long as Services are being provided. For clarity, “unavoidable costs” include costs incurred by Service Provider for non-cancellable and non-refundable third-party products or services used in the provision of Services. If Service Provider has incurred costs and cannot terminate such products or services as it relates to Client, then such costs are part of “unavoidable costs”.

## **9. Indemnification.**

**9.1 Indemnification.** Subject to the liability limitations set forth in the Agreement and exceptions set forth in Section 9.2 below, each Party (as the “**Indemnifying Party**”) agrees to defend and indemnify the other Party, its directors, officers, and employees (the “**Indemnified Party**”), against all third-party claims, and losses, expenses, fees, damages and liabilities (including reasonable attorney fees and costs) (each, a “**Claim**”) based on the Indemnifying Party’s (i) violation of applicable law or regulation; (ii) damage to property or personal injury (including death) arising out of performance hereunder; or (iii) infringement of Intellectual Property Rights. If an exception under Section 9.2 is applicable, Client shall defend and indemnify Service Provider for a Claim against any Service Provider Indemnified Party. In all claims for indemnity under this Section 9, the Indemnifying Party’s obligation shall be calculated on a comparative basis of fault and responsibility. The Parties acknowledge and agree that the obligations of this Section 9.1 provide responsibility of each Party for its acts and omissions and those of its employees, contractors, directors and officers, and not the acts and omissions of the other Party. Neither Party shall be obligated to indemnify the other in any manner whatsoever for a Claim arising from the other Party’s own acts and omissions. The Indemnifying Party shall be responsible for costs and expenses incurred because of enforcement of indemnity obligations under this Section 9. The obligation of an Indemnifying Party shall include acts and omissions of contractors, employees, agents, and representatives of the Indemnifying Party.

**9.2 Indemnity Exceptions.** Service Provider has no obligation under Section 9.1 above for a Claim based on or arising from the following (i) termination or suspension



of Client services; (ii) use of Services other than pursuant to Service Provider documentation or instructions; (iii) intellectual property, material, information, or directions provided by Client; (iv) software provided by a third party (whether or not used to provide Services); (v) any combination, alteration, modification or revision of the Services not expressly authorized in writing by Service Provider; or (vi) failure to use or implement corrections, issue resolutions, or enhancements to Services made available to Client.

**9.3 Indemnification Procedures.** The Indemnified Party shall promptly notify the Indemnifying Party in writing of any threatened or filed Claim. The Indemnifying Party shall have the right to select counsel and control the defense and settlement of such Claim; provided, however, that the Indemnified Party shall be entitled to participate, at its own expense, in the defense of such Claim and to employ counsel. Any settlement of a Claim that would impose liability or obligation on an Indemnified Party shall be subject to the prior written approval of the Indemnified Party, such approval not to be unreasonably withheld or delayed. The Indemnified Party shall provide cooperation and participation of its personnel as reasonably necessary for the defense at the cost and expense of the Indemnifying Party.

**10. Independent Contractor.** The relationship of the Parties is that of independent contractor. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

**11. Non-Solicitation.** While these Terms are in effect and for a period of one (1) year thereafter, Client, without the express consent of Service Provider, shall not hire or solicit for hire any consultant, employee or contractor of Service Provider for employment or services. In the event this clause is violated, Client shall pay, on demand, to Service Provider a fee equal to one hundred percent (100%) of that person's gross compensation from Service Provider for the twelve (12) months immediately preceding such person's departure. The terms of this Section 11 shall not apply to hiring an individual who responds to a general advertisement for an open position with Client provided Client did not solicit the individual in violation of this Section 11.

**12. Notices.** Any notices required by the Agreement must be delivered to the other Party at the address specified below or at such other address as the other Party specifies in writing. The notice will be deemed given (i) upon personal delivery to the appropriate address; (ii) if sent by certified mail, the earlier of four (4) business days after the date of mailing (if mailed internationally, then ten (10) business days after the date of mailing) or



the date that the recipient signs for the delivery; (iii) if sent by reputable overnight courier, the next business day that the courier regularly makes deliveries or (iv) if sent electronically, upon delivery provided the sender does not receive information indicating delivery did not occur. However, if a notice of material breach or termination is sent electronically, the notice is also required to be sent via a second means of notice.

Notices to Client shall be provided to the address listed in the applicable Order.

Notices to Service Provider shall be provided as follows:

Legion Technology, Inc.  
5600 North May Avenue, Suite 255  
Oklahoma City, OK 73112  
Attention: Jesse Lees  
Email: jesse@legiontech.com

### 13. **Dispute Resolution.**

**13.1 Choice of Law and Venue.** In any dispute arising under the Agreement, the laws of the State of Oklahoma shall govern without regard to the choice of law rules. Any suit or proceeding regarding the Agreement must take place in the state courts of Oklahoma located in Oklahoma County, Oklahoma, and each Party consents and submits to such exclusive jurisdiction and waives any claim or defense of lack of jurisdiction or inconvenient forum.

**13.2 Injunctive Relief.** Each Party acknowledges that a breach by a Party of Section 4 (Intellectual Property Rights), Section 5 (Confidentiality), or Section 9 (Indemnification), may cause the non-breaching Party irreparable damages and the non-breaching Party is entitled to seek injunctive relief. Such injunctive relief shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity. The prevailing party in an action for injunctive relief under this Section shall be entitled to recover its costs of enforcement, including reasonable attorney fees.

**13.3 Informal Resolution.** Except for injunctive relief described in Section 13.2, the Parties agree that, prior to pursuing judicial relief, any dispute other than a disputed invoice shall be submitted to senior management of each Party to attempt resolution of the dispute. If the dispute is not resolved within thirty (30) days of submission to senior management, either Party may pursue judicial relief.



14. **Publicity.** Without the prior written consent of the other Party, neither Party will make any public announcement, issue any press release, nor use the name of the other Party or its employees in any advertising or sales promotional material. Any such publicity shall not negatively impact or reflect upon such other Party or reveal any proprietary information of such other Party.

15. **Force Majeure.** Either Party is temporarily excused from failure to perform any of its obligations hereunder, except payment obligations, where such failure is due to a Force Majeure Event. In the event of a Force Majeure Event, Client is obligated to pay for only such Services actually performed during the Force Majeure Event. If either Party is unable to perform its material obligations within forty-five (45) days after the occurrence of a Force Majeure Event, then the other Party may immediately terminate the Agreement in whole or in part, as applicable to the Force Majeure Event. Such termination, however, does not affect the rights or obligations of either Party that have arisen or accrued prior to such termination. Termination pursuant to this section is deemed to be a termination for convenience (not material breach) and Sections 8.2 and 8.3 apply to such termination.

16. **Waiver.** Waiver of any right or remedy under the Agreement must be in writing and signed by the waiving Party. Waiver of a right or remedy under the Agreement is not a waiver of any other right or remedy or a subsequent waiver of the same right or remedy under the Agreement. Failure to enforce any right or remedy under the Agreement is not a waiver of any rights or remedies unless a written waiver is obtained from the waiving Party.

17. **Assignment.** Neither Party may assign or otherwise transfer any of its rights or obligations pursuant to this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary in this Agreement, either Party may assign the Agreement in its entirety, without consent of the other Party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided such Party provides advance written notice of the assignment to the other Party and includes information sufficient for the other Party to contact the assignee regarding continuation of Services and obligations under the Agreement. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. Any purported assignment in violation of this Section is void.

18. **Severability.** If any provision of the Agreement is determined to be invalid, illegal, or unenforceable for any reason, such provision will be adjusted rather than voided, to the extent possible, in order to achieve the intent of the Parties. If adjustment is not



possible, the provision will be severed from the Agreement. The remaining provisions of the Agreement will not be affected by the adjustment or severing of the invalid, illegal, or unenforceable term.

19. **No Third Party Beneficiaries.** The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, confers upon any other person or entity, any legal or equitable right, benefit, or remedy of any nature whatsoever. Any purported third-party beneficiary rights are void.

20. **Survival.** All provisions in the Agreement that logically ought to survive, shall survive the expiration or termination, in whole or in part, of the Agreement including, without limitation, Sections 1; 2.2; 2.6; 3.1; 3.2; 3.4; 4 through 7; 8.2; 8.3; 9; 11 through 14, and 16 through 23 of these Terms.

21. **Headings.** Headings are for convenience of reference only and shall not affect the meaning or interpretation of the Agreement.

22. **Insurance.** Each Party shall maintain insurance coverage required by applicable law, commercial general liability insurance with limits of not less than \$2,000,000 each occurrence and in the general aggregate, and cyber insurance with limits of not less than \$1,000,000.00 for each claim and in the aggregate. Client shall also maintain property/casualty insurance with limits not less than the replacement value of any equipment or assets in the Managed Assets covering damage to any such equipment or assets.

23. **Entire Agreement.** The Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes all previous understandings, agreements, negotiations, writings, and commitments, whether oral, electronic or written. These Terms may be modified or amended, from time to time, by Service Provider in its sole and absolute discretion. Any modification or amendment shall be effective from the Date of Modification and, to the extent applicable, modify all Orders including or referring to these Terms provided, however, pricing shall not be modified except as set forth in an Order or as mutually agreed. Notwithstanding the foregoing, the Parties agree that the terms and conditions of the Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation of the Agreement.