

APPENDIX A TERMS AND CONDITIONS

1. The SmartRec Solution

a. Platform & API. Amilia provides (i) an e-commerce platform (the “SmartRec Platform”) that is designed to increase the revenue and streamline the operations of programs and (ii) an application program interface (“API”) to enable access to the SmartRec Platform (the API and the SmartRec Platform are collectively designated as the “SmartRec Solution”). The uses of the SmartRec Solution (including use of the API through a third-party product that accesses the SmartRec Platform) are subject to the terms and conditions of this Agreement.

b. License Grant. Subject to you paying the License Fees and any other undisputed fees stipulated and agreed upon with Amilia herein, Amilia grants you a personal, limited, non-exclusive, revocable, non-transferable license, non-sublicensable license to electronically access and use the SmartRec Solution (the “License”). The License includes access to all features, modules (except Community Segments), SmartRec Solution, and API/Web Hook end points/connections developed by Amilia. The SmartRec Solution includes any software, programs, documentation, tools, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Amilia. Amilia reserves for itself all other rights and interest not explicitly granted under this Agreement.

c. License fees and Payment terms. You agree to pay to Amilia via direct debit or electronic funds transfer (additional fees may apply if payment is made by cheque) all License Fees and any other undisputed fees stipulated and agreed upon with Amilia herein within thirty (30) days of date of invoice issued by Amilia. If you fail to make any payment to Amilia when due, you must, without prejudice to any other right or remedy of Amilia (a) pay interest on the amount outstanding, at a monthly rate equal to 1% or a per annum rate equal to 12% and (b) reimburse Amilia for all reasonable costs and expenses incurred by it in relation to the outstanding debt and collection of said debt. Notwithstanding any provision to the contrary, all payments required to be made hereunder shall be timely made, and no payments to Amilia shall be withheld, delayed, reduced, or refunded if Amilia has fully performed its material obligations and its inability to meet any schedule or delivery requirements is caused by your failure to provide certain of its information (including End User Information as defined hereinafter) as are required to perform any of Amilia’s obligations hereunder. It is solely your responsibility to determine what, if any, taxes apply in connection with the use of the SmartRec Solution, and to assess, collect, report, or remit the correct taxes to the proper tax authority. Amilia has no obligation to determine whether taxes apply, or calculate, collect, report, or remit any taxes to any tax

authority arising from any transactions made in connection with your use of the SmartRec Solution.

d. Customer/End User Service Support. Amilia will use commercially reasonable efforts to resolve any technical issues relating to your Amilia account (“Account”) and your use of the SmartRec Solution. You are solely responsible for all customer service issues to your end users of the SmartRec Solution (the “End Users”) relating to your License for your services, including pricing, order fulfillment, order cancellation by you or the customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support and feedback concerning experiences with your personnel, policies, or processes. In performing customer service, you will always present yourself as a separate entity from Amilia. You acknowledge that you shall comply with Amilia’s guidelines for making available your End User Information (as defined hereinafter) to be imported and processed through the SmartRec Platform. You further acknowledge that Amilia does not control the import of such information from its point of origin and shall not be held liable for any delays to your and your customer’s access to the SmartRec Platform caused by your non-compliance to such import guidelines.

e. Security. [Intentionally Deleted]

f. Availability. Subject to any emergency maintenance performed on an unscheduled basis and any downtime resulting from such emergency maintenance and except for all planned downtime, Amilia will use commercially reasonable efforts to operate and maintain the SmartRec Solution to make it available 24 hours a day, 7 days a week. The number and the duration of any planned downtime shall be at Amilia’s sole discretion, provided, however, that Amilia intends to use commercially reasonable efforts to schedule such planned downtime during evening and weekend hours (Eastern Time).

g. Amilia Representations and Warranties. Amilia represents and warrants to you that: (i) it has all necessary rights in the SmartRec Platform and its intellectual property to grant to you the Licence under this Agreement; and (ii) the SmartRec Platform will perform substantially in accordance with the Documentation. Amilia does not guarantee that the SmartRec Platform will perform error free or uninterrupted. Customer acknowledges that Amilia does not control the transfer of data over communications facilities, including the internet and that the SmartRec Platform may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. For purposes of this provision, “Documentation” means the user guides, online help, release notes, training materials and other documentation provided or made available by Amilia to you regarding the use or operation of the SmartRec Platform, as may be amended from time to time by Amilia, at its sole discretion. EXCEPT AS

EXPRESSLY STATED IN THIS SECTION OR AS REQUIRED BY APPLICABLE LAW, THE SMARTREC PLATFORM, THE API AND THE DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

2. Your Engagement.

a. Use. You represent, warrant and covenant that you: (i) shall use the SmartRec Solution as contemplated by this Agreement, (ii) have the sole responsibility for the accuracy, quality, integrity, legality and reliability of your data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the SmartRec Solution, and promptly notify Amilia of any such unauthorized use; (iv) are, and will remain during the Initial Term or any Renewal Term, in compliance with all applicable laws in connection with your use of the SmartRec Solution; and (v) shall use the trademarks, names, references, logos or other marks owned or licensed by Amilia (collectively, the “**Amilia Trademarks**”) strictly in accordance with the restrictions and policies that Amilia may provide you with from time to time. You will not: (i) license, sublicense, sell, resell, rent, lease, assign, distribute, timeshare or otherwise commercially exploit or make the SmartRec Solution available to any third party, other than as contemplated in this Agreement; (ii) send spam or otherwise duplicative or unsolicited messages using directly or indirectly the SmartRec Solution in violation of applicable law; (iii) send, store or use obscene, threatening, libellous or otherwise unlawful or tortious material using directly or indirectly the SmartRec Solution; (iv) send, store or use any material violating third party rights including, but not limited to, Intellectual Property Rights (as defined herein) or privacy rights using directly or indirectly the SmartRec Solution; (iv) send, store or use material containing harmful computer codes, files, scripts, agents or programs using directly or indirectly the SmartRec Solution; (v) interfere with or disrupt the integrity or performance of the SmartRec Solution or the data contained therein; (vi) attempt to gain unauthorized access to the SmartRec Solution or its related systems or networks; (vii) modify, copy or create derivative works based on the SmartRec Solution or Amilia’s Intellectual Property Rights therein; (viii) create internet links to or from the SmartRec Solution, or frame or mirror any content forming any part of the SmartRec Platform other than on your own website for the purposes hereof or otherwise for your own internal business purposes; or (ix) disassemble, reverse engineer or decompile the SmartRec Solution for any purpose or reason.

b. Suspicion of Unauthorized or Illegal Use. Amilia reserves the right to decline any transaction submitted to the SmartRec Platform which Amilia

reasonably suspects, in its sole discretion, (i) is in violation of this Agreement or any other Amilia Agreement to which you are a party or is in violation of applicable law, or (ii) exposes either party to harm, including but not limited to fraud and other criminal acts. You hereby grant Amilia authorization to share information with law enforcement about you, your transactions, or your Account if Amilia reasonably suspects that your Account has been used for an illegal or criminal purpose. Amilia will give you prompt advance notice of any impending disclosure of your information to law enforcement and grant you, or your attorneys, the possibility to participate in any police or legal proceeding.

c. Your Content. For the Initial Term or any Renewal Term, you grant a non-exclusive, non-transferable, royalty-free, fully-paid, worldwide license, to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), sublicense, distribute, prepare derivative works of, or incorporate into other works any and all information about your goods and services (“**License for your services**”), including any trademarks, trade names, service marks, logos, images, descriptions or other text, telephone numbers, and addresses therein, for any purpose, whether on the Amilia public website, third-party websites, mobile applications, syndicated advertisements or otherwise. The license rights granted hereby will apply to any form, media, or technology. The creation, distribution, transmission, public display and performance, accessing, downloading and copying of your information pursuant to the license rights granted to Amilia herein, to the best of your knowledge, does not and will not infringe any rights, including but not limited to Intellectual Property Rights or privacy rights, of any third party. Notwithstanding the foregoing, Amilia cannot use your data, except in aggregate form, as well as any of your representation without your prior written approval.

d. Privacy. You acknowledge having reviewed the Amilia Privacy Policy (<https://www.amilia.com/legal/privacy>) relating to the collection, use and safeguard of the personal information provided to Amilia on its website. If you receive information about others using the SmartRec Solution, you must keep such information confidential and only use it in connection with the SmartRec Solution and your policies relating to the use of information that is confidential or personal or as otherwise permitted by applicable law. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you received express written consent to do so.

e. Your Representations and Warranties. You represent and warrant to Amilia that: (a) you are eligible to register and use the SmartRec Solution and have the right, power, and ability to enter into and perform under this Agreement; (b) the name identified by you when registering is your name or business name under which you sell goods and services; (c) any sales transaction submitted by you will represent a bona fide sale by you; (d) any sales transactions

submitted by you will accurately describe your license for your services sold and delivered to your customers; (e) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with your customer; (f) all transactions initiated by you will comply with all applicable laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; and (g) you will not use the SmartRec Solution, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the SmartRec Solution in accordance with the terms of this Agreement.

3. Initial Term, Renewal Term, Suspension and Termination

a. Initial Term. This Agreement (and the License granted herein) commences upon the Commencement Date and expires on the Expiration Date specified herein, unless otherwise terminated in accordance with the provisions herein. Notwithstanding the foregoing, this Agreement shall automatically be extended for an additional two-year term on the Expiration Date (each, a “**Renewal Term**”) and on each successive anniversary of the Expiration Date (each, a “**Renewal Date**”), unless and until (i) either party gives written notice of non-renewal at least 60 business days before the Expiration Date or any Renewal Date; or (ii) the Agreement is terminated earlier in accordance with its terms.

b. Suspension. With reasonable advance notice to you, Amilia may suspend your Account and your access to the SmartRec Solution, at its sole discretion, if (i) Amilia reasonably determines in its sole discretion that your use of the SmartRec Solution is causing immediate, material and ongoing harm to the SmartRec Solution or its use by others or abuse or excessively frequent requests to the SmartRec Platform via the API, as determined by Amilia in its sole discretion; or (ii) if you fail to make any undisputed payment to Amilia when due and such failure is not cured within ten (10) days after receipt of a notice from Amilia. Amilia is not liable to you or any other person for any damages resulting from a suspension under these circumstances.

c. Termination by either party. This Agreement may be immediately terminated by you or by Amilia: (i) as set forth in Section 6.a or 7.i; (ii) if the other party is in material breach of any of the provisions of the Agreement and such breach is not cured within 60 days after receipt of notice from the non-breaching party; or (iii) if either party commits an Act of bankruptcy. For purposes of this Section 3.c. iii), an “Act of bankruptcy” shall mean, (i) the entry of a decree or order for relief of a party by a court of competent jurisdiction in any involuntary case involving a party under any bankruptcy, insolvency, or other similar law now or hereafter in effect; (ii) the appointment of a receiver, liquidator, assignee, custodian, trustee, or other similar agent for a party or for any substantial Part of a party’s assets or property; (iii) the filing with respect to a party of a petition in any such involuntary bankruptcy case, which

petition remains un-dismissed for a period of ninety (90) days or which is dismissed or suspended pursuant to any provision of any United States bankruptcy law, including under the *Federal Bankruptcy Code*; (iv) the commencement by a party of a voluntary case under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or (v) the making by a party of any general assignment for the benefit of creditors.

d. Termination by you. To the extent that the Initial Term is for a period exceeding 12 months, you may terminate this Agreement at the expiration of the 12-month period starting as at the Commencement Date of the Initial Term by giving a written notice of 60 days to Amilia. The effective date of such termination shall be at the expiration of such 60-days notice.

e. Effects of Suspension or Termination. Upon suspension or termination of this Agreement, you agree: (i) to immediately deactivate your Account and your access to the SmartRec Platform; (ii) to immediately cease use of the SmartRec Solution; (iii) to discontinue use of any Amilia Trademarks or other Intellectual Property Rights of Amilia and to immediately remove any Amilia Trademarks from your website; (iii) that the License granted by Amilia to you under this Agreement shall terminate; and (iv) that Amilia may immediately deactivate your Account and your access to the SmartRec Platform and after 60 days, Amilia may delete your Account from Amilia’s “live” site. During such 60 days and upon your written request, Amilia will grant you limited access to the SmartRec Platform for the sole purpose of allowing you to retrieve your data, provided you have paid in full all undisputed amounts owed to Amilia up to the date of suspension or termination of this Agreement; (v) that you will not be refunded the remainder of any fees that you paid for the SmartRec Solution prior to such termination or suspension; and (vi) that Amilia will not be liable to you for compensation, reimbursement, or damages in connection with your use, termination, suspension of the SmartRec Solution or deletion of your information or account data.

4. Confidential Information.

“**Confidential Information**” means any information provided by either party (a “**Disclosing Party**”) and any information received by the other party (a “**Receiving Party**”) in connection with this Agreement, including the terms and conditions of this Agreement, which is not otherwise available to the general public without restriction as well as any and all other Intellectual Property Rights, proprietary knowledge, trade secrets, customer lists or information concerning the Disclosing Party’s internal affairs, technical information, specifications, drawings, documentation and “know-how” of every kind and description supplied by the Disclosing Party, or indirectly by any of its affiliates, under this Agreement or otherwise. All Confidential Information of a Disclosing Party is, and shall remain, the exclusive property of the Disclosing Party. The Receiving Party shall treat and protect the Confidential Information of the

Disclosing Party as confidential and shall not reproduce or divulge the Confidential Information of the Disclosing Party in whole or in part to any third party, except as authorized in writing by the Disclosing Party or as permitted by this Agreement. The Receiving Party may disclose Confidential Information only to its affiliates, employees, directors, or officers on a “need to know” basis, provided that each such affiliates, employee, director or officer, as applicable, shall have signed a confidentiality undertaking no less restrictive than the provisions of this Section 4. Notwithstanding any provisions contained in this Agreement, the Receiving Party shall not be required to maintain in confidence the following information: (i) information which, at the time of disclosure to the Receiving Party, is in the public domain; (ii) information which, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by the Receiving Party; (iii) information that was in the Receiving Party’s possession at the time of disclosure by the Disclosing Party, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis; (iv) information that the Receiving Party can demonstrate resulted from its own research and development, independent of disclosures by the Disclosing Party; or (v) information that the Receiving Party received from third parties, provided that such information was not obtained, directly or indirectly, from the Disclosing Party on a confidential basis. Notwithstanding anything in this Agreement to the contrary, the Receiving Party may disclose confidential information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar requirement, provided that the Receiving Party promptly, to the extent legally permissible and practicable, notifies the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the confidential information. The Receiving Party shall not oppose and shall cooperate with efforts by the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such confidential information, disclosure of such confidential information may be made without liability. The Receiving Party shall, upon any request by the Disclosing Party, immediately return or destroy the Disclosing Party’s Confidential Information and all portions and copies thereof, which are in Receiving Party’s possession or control. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 4, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, without the requirement of posting a bond, it being specifically acknowledged by the Parties that any other available remedies are inadequate. Amilia recognizes

that the Customer is a municipal entity subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that Customer is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in the Agreement, or associated documents, is intended to prevent the Customer’s compliance with the Public Records Act, and Customer shall not be liable to Amilia due to Customer’s compliance with any law or court order requiring the release of public records.

5. Intellectual Property Rights.

All patents, patent applications, copyright, names, trademarks, service marks, trade dress, know-how, trade secrets, industrial designs, other similar instruments, or rights whether proprietary or otherwise, whether registered or unregistered, and all rights in relation to any of the foregoing which are recognized in any jurisdiction (“**Intellectual Property Rights**”) owned or held by Amilia shall always remain Intellectual Property Rights of Amilia. Nothing in this Agreement shall be construed or interpreted as conferring upon you any right or interest in the Intellectual Property Rights owned or held by Amilia, whether in the SmartRec Platform, the API or otherwise, other than as expressly set forth in this Agreement. All data entered or uploaded by you, except for transaction data shared with the user, is your sole and exclusive property. Amilia is free to use or disclose any comments or ideas that you submit to Amilia without any compensation to you. You further acknowledge that, by acceptance of your suggestions for any feature or aspect of the SmartRec Platform or the API, Amilia does not waive any rights to use similar or related ideas previously known to Amilia, or developed by your employees, or obtained from sources other than yours.

6. Liability

a. Amilia Liability. To the full extent permitted by applicable law and subject to Section 6.c., Amilia, at its own expense, will defend and indemnify you from and against all claims, suits and proceedings (“**Claims**”) (i) alleging that the SmartRec Platform, and your use of the SmartRec Platform in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of a third party; (ii) arising out of Amilia’s breach of Section 4 (Confidential Information); (iii) arising out of Amilia’s breach of Section 1.g. (Amilia Representations and Warranties); or (iv) arising out of the negligence or wilful misconduct by its employees or agents. If a Claim is brought or threatened against you alleging infringement of the Intellectual Property Rights of a third party, Amilia will, at its sole option and expense, use commercially reasonable efforts either (a) to procure a license (or other rights) that will protect you against such Claim without cost to you; (b) to modify or replace all or portions of the SmartRec Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement. The rights and remedies granted to you in this section state Amilia’s entire liability, and are your exclusive remedy, with

respect to any claim of infringement of the Intellectual Property Rights of a third party.

b. Your Liability. To the full extent permitted by applicable law and subject to Section 6.c., you will, at your own expense, defend and indemnify Amilia, its shareholders, affiliates, directors, officers, affiliates, agents, employees and representatives (the “**Amilia Parties**”) from and against all Claims (i) alleging that your data or any of your trademarks, or Amilia’s use thereof in accordance with this Agreement, infringes the Intellectual Property Rights or other rights of, or has caused harm to, a third party; (ii) arising out of your breach of Section 4 (Confidential Information); (iii) arising out of your access to or use of the SmartRec Solution other than in accordance with the terms of this Agreement; (iv) arising out of your breach of Section 2 e) (Your Representations and Warranties); or (v) arising out of the negligence or wilful misconduct by you or any of your employees or agents; and will hold the Amilia Parties harmless from and against all liability, damages, expenses and costs finally awarded or agreed to be paid in settlement (including, without limitation, reasonable legal fees) (collectively, “**Losses**”) to the extent based upon such a Claim.

c. Limitation of Liability

(i) IN NO EVENT SHALL (I) EITHER PARTY, (II) ITS RESPECTIVE SUPPLIERS OR LICENSORS, AS APPLICABLE OR (III) ANY OF THE RESPECTIVE AFFILIATES, AGENTS, SHAREHOLDERS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE, BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE SMARTREC PLATFORM OR THE API.

(ii) UNDER NO CIRCUMSTANCES WILL AMILIA BE RESPONSIBLE FOR: (A) LOSS OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SMARTREC PLATFORM OR THE API (EXCEPT TO THE EXTENT SUCH LIMITATION IS NOT PERMITTED BY APPLICABLE LAW); (B) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA; (C) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE SMARTREC PLATFORM OR THE API, NOT CAUSED BY THE NEGLIGENCE OF AMILIA; (D) ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION PROVIDED BY YOU OR ANY THIRD PARTY, AND/OR (E) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

(iii) WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION AND

EXCEPT FOR LIABILITY ARISING OUT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF AMILIA, THE CUMULATIVE LIABILITY OF (I) AMILIA, (II) SUPPLIERS OR LICENSORS OF AMILIA, AND (III) ANY OF THE RESPECTIVE AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS AND EMPLOYEES OF ANY OF THE ENTITIES LISTED IN (I) OR (II) ABOVE SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF LICENSE FEES PAID BY YOU TO AMILIA DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR THE LOSS. THE LIMITATIONS APPLY EVEN IF AMILIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND SUCH DAMAGE FAILS TO ITS ESSENTIAL PURPOSE.

d. Amilia Insurance coverage. Amilia will, at its expense and at all times during the Initial Term or any Renewal Term, hold and maintain commercially reasonable insurance policies, as determined by Amilia in its own discretion.

7. General Terms

a. Disputes; Choice of Law; Jurisdiction and Venue. The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Washington, without regard to conflict of law rules. The Parties hereto agree to the exclusive jurisdiction of the courts of the State of Washington for any legal controversy arising in connection with this Agreement. NOTWITHSTANDING ANY PROVISIONS TO THE CONTRARY IN THIS PROVISION, IN THE EVENT OF ANY VIOLATION OF THIS AGREEMENT, EITHER PARTY MAY INITIATE AN ACTION SEEKING INJUNCTIVE RELIEF BEFORE ANY COURT OF COMPETENT JURISDICTION.

b. No Waiver or Limitation. A party’s failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision. This Agreement does not limit any rights that either party may have under trade secret, copyright, patent, or other laws.

c. Right to Change. At any time during the Initial Term or any Renewal Term, Amilia has the right to change, delete, discontinue, or impose conditions on any feature or aspect of the SmartRec Platform or the API that Amilia in its sole discretion deem to be reasonable in the circumstances, including by way of a notice by email provided that the SmartRec Platform shall continue to perform substantially in accordance with the Documentation. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

d. Amendment. Unless otherwise stated in this Agreement, this Agreement may not be amended or modified except in writing signed by both Parties.

e. Disclosures and Notices. You agree and accept that Amilia can provide disclosures and notices regarding the SmartRec Platform and the API to you by posting such disclosures and notices emailing them to the

administrator's email address listed in your Account. Any use of the SmartRec Platform after its publication of any such changes shall constitute your acceptance of such change.

f. Independent Contractor. Nothing in this Agreement shall be construed in any manner to create between the Parties the relationship of joint venturers or partners, employer and employee, master or servant. Neither party shall be obligated nor bound by any agreements, representations or warranties made by the other party.

g. Successors and Assignment. This Agreement is binding upon the Parties and their respective successors and permitted assigns.

h. Third Party Platforms and Links to Other Websites. You may be offered services, products and promotions provided by third parties and not by Amilia, and the Amilia website may contain links to third-party websites as a convenience to you. If you decide to use these third-party services, you will be responsible for reviewing and understanding the terms and conditions associated with these services. Amilia is not responsible for the performance of these services and does not approve of, endorse, or warrant the performance of these services. When you use any such link to go from Amilia's websites to another website, the Amilia Privacy Policy is no longer in effect.

i. Force Majeure. "Force Majeure Event" means fire, telecommunications failures, utility failures, power failures, equipment failures, labour strife, riots, war, terrorist attack, public health emergency, non-performance of vendors or suppliers, acts of God or other cause over which the Affected Party has no reasonable control. If either party (an "**Affected Party**") is delayed from performing any of its obligations (except payment obligations) under this Agreement because of a Force Majeure Event then performance is excused for the period of the delay to the extent the delay is due to a Force Majeure Event and the Affected Party will not be in default under this Agreement. As soon as reasonably practicable after the start of a Force Majeure Event, the Affected Party will give to the other party written notice of the nature and expected duration of such event. If the delay continues for more than 15 days, then

the party entitled to performance may give to the Affected Party notice of immediate termination of this Agreement.

j. Entire Agreement. These terms and conditions and the content of this Agreement to which this Appendix A is attached constitute the entire agreement between the Parties with respect to the matters covered by this Agreement and this Appendix A.

k. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

l. Survival. Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement remain in effect in accordance with its terms upon the termination of this Agreement, including without limitation Sections 3 and 4 of this Agreement.

m. Currency. Monetary amounts stated, advanced, paid or calculated in or pursuant to this Agreement are and shall be stated, advanced, paid or calculated in United States dollars.

n. Counterpart. This Agreement may be executed in any number of counterparts, and each such counterpart hereof will be deemed to be an original instrument, but all such counterparts together will constitute but one agreement. Transmitted copies (reproduced documents that are transmitted via photocopy, facsimile or any other process that accurately transmits the original, for example by email receipt of scanned documents) are considered documents equivalent to original documents and signatures so transmitted and received shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable by and against the Parties.