

BEFORE USING TRELA TECHNOLOGIES TRELA360 SERVICE (AS DEFINED BELOW), PLEASE READ THESE TERMS OF SERVICE (THESE "TERMS"). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE ORDER FORM EXECUTED BY THE COMPANY IDENTIFIED AS THE "CUSTOMER" THEREIN ("CUSTOMER") AND TRELA TECHNOLOGIES, LLC ("TRELATECH"), PURSUANT TO WHICH THE CUSTOMER RECEIVES THE RIGHT TO ACCESS AND USE TRELA360 (THE "ORDER FORM"). THESE TERMS AND THE ORDER FORM TOGETHER FORM A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN CUSTOMER AND TRELATECH, EFFECTIVE AS OF THE FIRST DATE OF MUTUAL EXECUTION BY TRELATECH AND CUSTOMER OF THE ORDER FORM (THIS "AGREEMENT").

TRELA360 IS A STAND-ALONE SERVICE THAT DOES NOT ACCESS OR NEED NOT BE INTEGRATED WITH ANY OF THE CUSTOMER'S DATA AND/OR MANAGEMENT SYSTEMS (EXCEPT FOR TRELADMSLOOKUP WHEN PURCHASED BY CUSTOMER). ANY INTEGRATION BY CUSTOMER OF TRELA360 TO A CUSTOMER'S SYSTEM IS AT THE CUSTOMER'S SOLE RISK.

1. The Service.

(a) **Access and Availability.** TrelaTech will make the Trela360 Service ("Trela360") available to (a) Customer and (b) individuals who are authorized by Customer to use the Service on behalf of and solely for the benefit of the Customer, including employees, consultants, contractors, customers, and agents of Customer ("Users"). Customer is solely responsible for obtaining each User's authorization to receive messages from the Trela360 Service. TrelaTech hereby grants the Customer and its Users a limited, non-exclusive right to access and use the Service, in each case during the Subscription Term and in accordance with this Agreement (including the specific access rights and limitations set forth in the Order Form) (the "**Subscription**"). "**Service**" means the Trela360 online and application service and any device application for use on a smartphone or tablet (the "**Application**") for accessing the Service provided by TrelaTech for collecting, organizing and presenting User data. The Service also includes support for the Service, including Premium Support when purchased. "**Device**" means any device capable of accessing the Service, including but not limited to smartphones, computers, tablets, etc., whether provided by TrelaTech or otherwise.

(b) **Subscription Term.** Customer's initial subscription term for the Service commences on the first day a User logs into the Service using a User name and password issued to Customer (the "**Subscription Start Date**"). The Subscription will continue for the "Initial Subscription Term" specified in the Order Form (the "**Initial Subscription Term**"), and will automatically renew for successive periods specified in the Order Form (each, a "**Renewal Term**") at the Service subscription price in effect on a generally commercially available basis at the time of the renewal, unless (i) either party gives the other party written notice (email acceptable) of non-renewal at least thirty (30) days prior to the end of the Initial Subscription Term or the Renewal Term then in effect. The Initial Subscription Term plus all Renewal Terms are referred to herein as the "**Subscription Term**".

(c) **Wireless Connectivity.** The Service requires wireless connectivity (cellular or WiFi) within the Customer premises for proper operation and the Customer is responsible for providing a suitable wireless connectivity. Additionally, Trela360 provides for delivery of text messages, emails and/or notifications to designated mobile devices and the Customer is responsible for any fees associated with the receipt of text messages by such mobile devices.

(d) **Trela360 Service.** Trela360 collects ratings, comments and question/answer, etc. data from Customer Users and customers and then reports and alerts the results to the Customer's designated recipients and provides reporting related to the data.

(e) **TrelaLeads Service.** The TrelaLeads Service collects Customer designated inputs from Users and sends the Customer collected User inputs directly to Customer's designated, authorized and provided email address. Customer is responsible for providing the email address and for all handling of emails sent by TrelaLeads to such email address.

(f) **TrelaDMSLookup Service.** The TrelaDMSLookup Service retrieves information from Customer's dealer management system ("DMS") for completing certain data fields in Trela360. Customer has obtained the necessary authorizations from its DMS provider for Trela to query and retrieve data from Customer's DMS system for completing specific data fields in Trela360.

(g) **Bundle Plus+ Service.** Includes the following customer response services ("CRS"):
(i) CRS Plus+: CRS that resends prior customer a message at later date;
(ii) CSC QR: Customer QR codes for advertisements, promotions, and alerts that are requested by the Customer and where the responses are routed internally at the Customer;
(iii) Text2Call: CRS Customer text phone number (sent to Customer's customer) can be called by customer and the call will be routed back to Customer to an internally designated phone number by Customer; and
(iv) TrelaLeads Plus+: Customer's customer data is automatically digitally reviewed at closeout. If that reviewed data meets Customer predetermined criteria, the customer information will be internally texted and/or emailed to designated Customer User(s) for follow up to the customer, e.g., "anyone having a car older than 8 years and/or 100,000 miles."

(h) **Trela360 Reputation Service.** The Trela360 Reputation Service obtains customer reviews from Customer on-line public sources, e.g., Google, Facebook, etc., relating to the Customer and provides reporting and alerts to Customer relating to the reviews. Customer agrees and acknowledges that TrelaTech is merely collecting and presenting such reviews and TrelaTech is not responsible for its content.

(i) **Trela360 Reputation Plus+ Service ("RPS").** RPS is a purchasable add-on to the Trela360 Reputation Service. RPS provides an automatic pre-programmed and/or manual and/or AI enhanced response capabilities to customer reviews relating to the Customer from supported on-line public sources. Customer agrees and acknowledges that TrelaTech is merely presenting the Customer's approved pre-programmed automatic responses based on Customers selected criteria and/or Customer chosen AI (artificial intelligence) and/or manual response capabilities. TrelaTech has no responsibility for any and all such review responses and content posted by Customer on their on-line public sources. Customer is responsible for obtaining TrelaTech with access rights to Customer's on-line public source account(s) when required

for TrelaTech to provide RPS to Customer. Any such access credentials to on-line public source account(s) will be treated by TrelaTech as the Confidential Information of Customer.

2. Customer Conduct and Use.

(a) **Customer Data; Upload Restrictions.** Customer will retain all right, title and interest in and to all data uploaded or provided by Customer, its Users, and systems to the Service as well as all information generated by Users using of the Service (collectively, "**Customer Data**"). Customer Data collected from Users by the Service may only be used by Customer for its own internal business purposes and cannot be shared and/or provided to any third party without mutual written agreement of the parties. Customer will not upload into the Service any financial or medical information of any nature, or any personally identifiable information (e.g., social security numbers, driver's license numbers, birth dates, personal bank account numbers, passport or visa numbers, passwords and credit card numbers), and none of the foregoing will be deemed "Customer Data" hereunder, and Customer will remove such information from the Service immediately or, at its reasonable discretion, TrelaTech may purge the same from the Service. The Customer Data may be downloaded by the Customer from within the Service. TrelaTech will not access Customer Data uploaded by Customer except: (i) to respond to service or technical problems; (ii) to monitor compliance with this Agreement; (iii) if there has been a violation of this Agreement; (iv) to assess or determine whether the Service is being properly implemented and configured for the service(s) purchased by Customer; (v) at Customer's request; or (vi) upon Customer's written consent (including by email), such consent not to be unreasonably withheld. TrelaTech may also collect and view data with respect to Customer's use of the Service in order to maintain and support the Service. Customer agrees and acknowledges that TrelaTech is not responsible for and will have no liability for the content of Customer Data uploaded by Customer. TrelaTech may use and report on Customer Data and other data and metrics related to or arising from the use of the Service in an aggregate and anonymous manner to third parties and/or support benchmarking and/or similar features of the Service ("Authorized Use") provided such Authorized Use does not result in disclosure of the Users identity.

(b) **Compliance.** Customer is responsible for (i) all activities that occur with respect to the Customer account, including protection of any passwords issued by TrelaTech and/or changed by User, (ii) its and its Users' use of the Service and compliance with this Agreement, (iii) all User authorizations necessary for Trela to send such Users Trela's Service offerings in call, text and/or email formats and (iv) all Customer Data and other data uploaded, stored or accessible by Customer or its Users via or on the Service. Customer and its Users will comply with all applicable privacy, publicity, data protection, electronic communications, spam and other laws in connection with the use of the Service.

(c) **Restrictions.** Except as otherwise permitted under this Agreement, Customer shall not (i) license, sublicense, sell, resell, transfer, rent, lease, assign (except as provided in Section 10(e) (Assignment)), distribute, disclose, or otherwise commercially exploit the Service; (ii) copy, modify or make derivative works based upon the Service; (iii) "frame" or "mirror" the Service on any other server or device; (iv) access the Service for competitive purposes or use the Service for application service provider, timesharing or service bureau purposes, or any purpose other than its own internal use, (v) decompile, disassemble, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of the Service, (vi) remove, obscure or modify a copyright or other proprietary rights notice in the Service; (vii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material; (viii) use the Service to create, use, send, store, or run material containing software viruses, worms, Trojan horses or otherwise engage in any malicious act or disrupt the security, integrity or operation of the Service; (ix) attempt to gain or permit unauthorized access to the Service or its related systems or networks; or (x) permit or assist any other party (including any User) to do any of the foregoing.

(d) **Communications.** Customer and its Users will use the Service for internal business purposes only as contemplated by this Agreement. Customer will be responsible for the content of all communications sent using the Service. Customer shall ensure (i) that all User data is actual legitimate data, e.g., arises from an actual engagement by Customer with one of its customers and (ii) that data from a User, that is a Customer's customer, is only input to Trela360 by such customer.

(e) **Suspension.** In the event of any breach or threatened breach of this Agreement by Customer or any Users (including non-payment of fees), without limiting TrelaTech's other rights and remedies, TrelaTech may immediately suspend Customer's access to the Service. TrelaTech may upon notice to Customer (email acceptable) suspend Customer's access to the Service if TrelaTech has not received payment of all undisputed invoiced amounts that are older than thirty (30) days from invoice date until such time that such amounts are paid in full.

(f) **No Installation.** If Customer does not install or allow the Trela360 Service to be installed then Customer will pay Trela-Tech a one-time set-up fee at the going rate plus any other fees incurred by Trela-Tech in setting up the Customer's Trela360 account and preparing to provide the Trela360 Service to Customer.

3. Confidentiality

(a) **Scope. "Confidential Information"** means all information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential due to the nature of the information disclosed and the circumstances surrounding the disclosure. The Customer Data is Confidential Information of Customer and the terms and conditions of the Order Form are Confidential Information of TrelaTech.

(b) **Restrictions.** The Receiving Party will: (i) not use the Disclosing Party's Confidential Information for any purpose outside of this Agreement; (ii) not disclose such Confidential Information to any person or entity, other than its (a) employees who have a "need to know" for the Receiving Party to exercise its rights or perform its obligations hereunder and (b) professional advisers, and actual or prospective investors, provided that such employees, investors, acquirers and professional advisers are bound by agreements or, in the case of professional advisers, ethical duties respecting such Confidential Information in accordance with the terms of this Section 3; and (iii) use reasonable measures to protect the confidentiality of such Confidential Information.

(c) **Exceptions.** If the Receiving Party is required by applicable law or court order to make any disclosure of such Confidential Information, it will first give written notice of such requirement to the Disclosing Party, and permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in its Confidential Information, and provide full cooperation to the Disclosing Party in seeking to obtain such protection. Further, this Section 3 will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt; (ii) is or has become public knowledge or publicly available through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

(d) **Equitable Relief.** The Receiving Party acknowledges that unauthorized disclosure of Confidential Information may cause substantial harm to the Disclosing Party for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure by the Receiving Party the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

4. Fees; Interest; Taxes. Customer will pay to TrelaTech all of the fees specified in the Order Form, in United States currency, unless otherwise specified in the Order Form. Fees for the current month will be invoiced in advance and in accordance with the terms of the Order Form. Unless otherwise stated in the Order Form, all fees are due within ten (10) days from the invoice date. Unpaid invoices are subject to a late payment charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection. All amounts payable hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively "**Taxes**").

5. Proprietary Rights. Customer acknowledges that the Service and Application contain copyrighted and proprietary products and materials, certain components of which are licensed from one or more of TrelaTech's licensors. TrelaTech and TrelaTech's licensors solely and exclusively retain all right, title and interest in and to the Service and Application and related support, documentation and professional services deliverables, and all related and underlying software, interfaces, databases, data models, structures, non-Customer-specific data, aggregated statistical data, technology, reports, brands, trademarks, tradenames, and other intellectual property, and any modifications to any of the foregoing plus all intellectual and other proprietary rights therein or thereto (all of the foregoing, the "**TrelaTech IP**"). Except for the Subscription granted hereunder, Customer has no right, title or interest in or to the TrelaTech IP, including any use of the brands, trademarks, or tradenames of TrelaTech. Customer hereby grants TrelaTech a limited license under Customer's trademarks and logos necessary for TrelaTech to include such items in the Services used by Customer. TrelaTech hereby grants Customer a limited license to use the Application but solely for the purpose of access the Service pursuant to an Order Form. Trela alone shall own all rights, title, and interest in and to any suggestions, enhancement requests, feedback, or recommendations provided by Customer or any third party relating to the TrelaTech IP.

6. Term and Termination.

(a) **Term and Termination.** This Agreement will be effective during the Subscription Term, unless earlier terminated pursuant to this section. Unless otherwise stated in the Order Form, this Agreement may only be terminated: (i) by a party upon written notice to the other party (A) if the other party breaches a material term of this Agreement that is uncured within fifteen (15) days after receipt of notice of such breach; (B) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (C) immediately in the event of a material breach by the other party of Section 2 of these Terms or (ii) by TrelaTech pursuant to Section 9(a).

(b) **Outstanding Fees.** Customer will pay all fees owed to TrelaTech that have accrued up until termination of this Agreement immediately upon such termination. Customer will pay any fees associated with third party services for the termination of a Subscription, e.g. third party DMS termination fees and or expenses. In addition, if TrelaTech terminates this Agreement pursuant to clause (i) of Section 6(a), Customer will pay TrelaTech, within ten (10) days after termination, all unpaid amounts that would have been owed to TrelaTech for the remainder of the then-current Subscription Term absent early termination. However, if Customer terminates this Agreement pursuant to Section 6(a), TrelaTech will refund Customer a prorated amount equal to the pre-paid Subscription Fees covering the whole months that would have remained, absent such early termination, in Customer's Subscription Term following the effective date of such early termination.

(c) **Effect of Termination.** Upon any termination of this Agreement, Customer will immediately cease all use of and access to the Service and delete (or, at TrelaTech's request, return) all related documentation, passwords and access codes and any other TrelaTech Confidential Information in its possession. TrelaTech will have no liability for any suspension or termination of Customer's access to the Service, or any termination of this Agreement, provided that it is conducted in accordance with the terms of this Agreement. Sections 3, 5, 6, 7(a), 7(c), 8, 9 and 10 of these Terms will survive any termination or expiration of this Agreement.

7. Warranties.

(a) **Corporate Authority.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that the Order Form is executed by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement (including these Terms).

(b) **Functionality Warranty.** TrelaTech warrants that the Service and Application will operate in substantial conformity with the then current version of the applicable documentation provided by TrelaTech. TrelaTech warrants that it will support Trela360 in accordance with the applicable support documentation for Trela360. To submit a warranty claim under this Section 7(b), Customer shall (1) reference that it is making a warranty claim under this Agreement, and (2) submit a support request to resolve the non-conformity. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to TrelaTech under this Section 7(b), then Customer may terminate the affected Service and TrelaTech, as its sole liability in connection with a breach of this warranty, shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected subscription after the effective date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to any modification of or defect in the Service that is made or caused by someone other than TrelaTech (or someone acting at TrelaTech's direction).

(c) **Disclaimer.** EXCEPT FOR THE WARRANTIES CONTAINED IN SECTIONS 7(a) AND 7(b), (I) ANY DEVICE, SERVICE OR, AND APPLICATION IS PROVIDED "AS IS", AND (II) TRELATECH, ON BEHALF OF ITSELF AND ITS LICENSORS, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY LAW. TRELATECH AND ITS LICENSORS WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DELAYS, INTERRUPTIONS, DELIVERY OR SERVICE FAILURES, OR ANY OTHER PROBLEMS OR DAMAGES ARISING FROM CUSTOMER'S USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS OR ANY OTHER SYSTEMS.

8. Limitations of Liability. EXCEPT FOR LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, INCLUDING LOSS OF BUSINESS, GOODWILL, PROFITS, DATA, SALES OR REVENUE, WORK STOPPAGE OR COMPUTER FAILURE OR MALFUNCTION, IN EACH CASE WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY

OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL TRELATECH BE LIABLE TO CUSTOMER FOR ANY DAMAGES, COSTS, CLAIMS OR OTHER LIABILITIES (INCLUDING INDEMNIFICATION OBLIGATIONS) RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, IN EXCESS OF THE LESSER OF (I) THE TOTAL FEES PAID BY THE CUSTOMER FOR THE RIGHT TO ACCESS AND USE THE SERVICE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR ACT GIVING RISE TO THE CAUSE OF ACTION AND (II) FIFTY THOUSAND U.S. DOLLARS (US\$50,000). Except with respect to enforcing Customer's payment obligations under this Agreement or a breach of Section 2 or 3, no action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action has arisen. This Section 8 will apply to the maximum extent permitted under applicable law.

9. Mutual Indemnification.

(a) **TrelaTech Indemnification.** TrelaTech will indemnify, defend and hold harmless Customer against any loss, damage or cost (including reasonable and necessary attorneys' fees) ("**Losses**") incurred in connection with claims, demands, suits or proceedings made or brought by a third party ("**Claims**") against Customer alleging that the use of the Service, as contemplated hereunder, infringes the patents or copyrights of a third party in the United States. Notwithstanding the foregoing, if TrelaTech reasonably believes that the Customer's use of any portion of the Service is likely to be the subject of a Claim of infringement, violation or misappropriation of any third party intellectual property rights then TrelaTech may, at its expense and in its sole discretion: (i) procure for the Customer the right to continue using the Service; (ii) replace or modify the Service so that its use is no longer subject to the Claim; or (iv) terminate the Agreement. THIS SECTION 9(a) SETS FORTH TRELATECH'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

(b) **Customer Indemnification.** Customer will indemnify, defend and hold TrelaTech and its Affiliates, and their officers, directors, employees, agents and contractors ("**TrelaTech Indemnitees**"), harmless from and against any Losses incurred in connection with Claims against TrelaTech Indemnitees arising from or relating to Customer's or User's use of the Service with its actual and potential customers, use of Customer Data, or other use of the Service (including use by Customer in Customer personnel matters or use by Customer to communicate with its Users).

(c) **Procedure.** Each party's indemnity obligations are subject to the following: (i) the aggrieved party will promptly notify the indemnifier in writing of the Claim; (ii) the indemnifier will have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that the indemnifier may not settle or defend any Claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the aggrieved party will cooperate fully to the extent necessary, and execute all documents necessary for the defense of such Claim.

10. General Provisions.

(a) **Entire Agreement; Interpretation.** This Agreement (which consists of the Order Form and these Terms) constitutes the entire agreement and sets forth the entire understanding between the parties hereto with respect to Customer's Subscription to the Service described in the Order Form, and supersedes all prior agreements and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of these Terms and the Order Form, the terms of the Order Form will govern. This Agreement will control over any different or additional terms of a Customer purchase order or other non-TrelaTech ordering document, and no terms included in any Customer purchase order or other non-TrelaTech ordering document will apply to the Customer's Subscription or use of the Service.

(b) **Relationship of Customer and TrelaTech.** The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

(c) **Modifications and Waiver.** No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and fully executed by both parties hereto provided, however, that a later version of this Agreement will replace the then current version once the later version is provided to Customer or posted at TrelaTech's Customer login website. Any waiver of any right or remedy under this Agreement must be in writing and signed by each party. No delay in exercising any right or remedy will operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be construed as a waiver of any right or remedy on any future occasion.

(d) **Publicity.** Neither party shall issue any press release or other publicity without the prior written consent of the other (which may be given via e-mail), provided however that TrelaTech may during the Subscription Term include Customer and its logo on TrelaTech's customer list.

(e) **Assignment.** This Agreement and any rights or obligations hereunder may not be assigned, sublicensed or otherwise transferred by the parties without the prior written consent of the non-assigning party, except that TrelaTech may assign this Agreement without the consent of Customer to a corporation or other business entity succeeding to all or substantially all of the assets or business of TrelaTech to which this Agreement relates, whether by merger or purchase. A change in the ownership of Customer will be deemed an assignment under this section and the assignment of this Agreement and Order Forms to the new owner is subject to TrelaTech's consent. If TrelaTech consents to the assignment to the new owner there will be at least two (2) one-time charges: (i) a DMS conversion charge at the going rate and (ii) an ownership change charge at the going rate.

(f) **Governing Law.** This Agreement and any claim, controversy, right, obligation, or dispute arising under or related to this Agreement, the relationship of the parties, and the interpretation and enforcement of the rights, performance obligations, and duties of the parties will be governed by and construed in accordance with the laws of the state of Texas, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement. The parties irrevocably and unconditionally agree to the exclusive jurisdiction of the state courts in Collin County and the federal courts in the state of Texas, USA. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

(g) **Notices.** Any notices under this Agreement will be in writing and sent via certified or registered mail, return receipt requested, or by overnight courier service. Notices to TrelaTech will be sent to the address for TrelaTech set forth in the Order Form and addressed to the Chief Financial Officer, with a copy to the Chief Executive Officer. Notices to Customer will be sent to the address for Customer set forth in the Order Form and addressed to Customer's signatory unless otherwise designated by Customer.

(h) **Severability.** If any provision of this Agreement is held to be unenforceable or illegal by a court of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable, or will be severed from this Agreement, and all other provisions of this Agreement will remain in full force and effect.

(i) **Facsimile Transmission/Counterparts/Electronic Signatures.** This Agreement will be deemed executed upon mutual execution of the Order Form, which may be executed and delivered by facsimile or email, and upon receipt such transmission will be deemed delivery of an original, and which may be executed in several counterparts each of which when executed will be deemed to be an original, and such counterparts will each constitute one and the same instrument. The parties consent to electronic signatures for the purpose of executing this Agreement by e-mail or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set forth in this Agreement.

(j) **Force Majeure.** Neither party to this Agreement will be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.