Vyas ISV Software Subscription Agreement

SOFTWARE USER LICENSE AGREEMENT

The use of Vyas software in any form constitutes the unequivocal acceptance of Vyas's ISV SOFTWARE USER LICENSE AGREEMENT ("Agreement" or "License") as a precondition between Vyas Consulting Inc. ("**VYAS**" or "**Licensor**") having its principal office at 56 S Wynstone Drive, North Barrington, IL 60010, USA; and The **Licensee**.

The date of acceptance of the License shall be the earliest of:
- (a) Acceptance of Licensee order of the Software(s) from Vyas;
- (b) Accessing the Software from the cloud where it is hosted;
- (c) Payment made for use of the Software; and
- (d) <TBD>

RECITALS

A.   VYAS has a comprehensive set of fully integrated solutions for various applications (each a "Software) more particularly:

     (a)   Vyas Advanced Intuitive Pricing for D365;
     (b)   Vyas SPA & Chargeback for D365;
     (c)   Vyas Inside Sales and Counter Sales for D365; and
     (d)   Vyas AI Bundled Order Builder for D365

B.   VYAS, as a software developer and solutions provider, is desirous of making the Software available to end users on certain terms and conditions.

C.   VYAS intends to make its integrated solutions available to the Licensee through an agreed medium with or without software solutions developed or owned by other developers ("Third-Party-Software") and such Third-Party-Software may or may not include VYAS integrated solutions; and

D.   Licensee has approached Vyas for its requirement of software solutions with or without Third Party Software on the following terms and conditions:

In view of the foregoing, mutual commitments and undertaking of the parties, and for good and valuable consideration, the receipt of which is indisputably acknowledged, VYAS and Licensee agree as follows:

1. Definitions

a.   "**Agreement**" means this Software User License Agreement;

b.   "**Owner**" means the developer and/or owner of any Third-Party Software;

c.   "**Confidential Information**" means non-public, proprietary information of value to its owner, including information regarding the business of the Licensee, including but not limited to technical, planning, financial, and employee related data besides other Confidential or Proprietary Information, and/or such other information identified as confidential by the disclosing Party;

d.   "**Licensee Data**" means all data, information and materials without limitation, provided by Licensee for use with the Software and includes data compiled or aggregated in statistical reports whether or not separately identifiable;

e.   "**Initial Term**" shall mean the period of 36 months following Software Go-Live or implementation;

f.   "**Specific Users**" means the persons authorized or permitted by the Licensee to access and use the Software;

g.   "**Proprietary Information**" means without limitation, all Confidential Information, and Trade Secrets of either VYAS or Licensee accessed or provided under this Agreement regardless of the form in which made available;

h.   "**Renewal Period**" means successive one-year periods subsequent to the Initial Term;

i.   "**Support Agreement**" means the Support Agreement subsequently executed for any additional support services;

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j. "**Software**" means a computer program(s) developed by VYAS in machine readable form of which intellectual property rights are owned by VYAS. Software includes all updates, upgrades, modifications, enhancements, configurations and customizations of source code, binary code, user interface, libraries, data integration patterns, data structures, automation patterns, knowledge artefacts developed or enhanced through cognitive computing, architecture together with all related designs and documentation;

k. "**Term**" means the term of this Agreement;

l. "**Third-Party-Software**" means software solutions developed or owned by other developers;

m. "**Trade Secrets**" include actual or perceived information that is valuable when not in the public domain capable of use as economic opportunity by unauthorized persons who can obtain economic benefit from its illegal disclosure or use; and is usually protected to maintain secrecy;

n. "**VYAS Intellectual Property**" means the logic, source and object code, process(es), designs, techniques, concepts, improvements, discoveries and inventions for the Software, including without limitation any specifications, modifications, improvements or derivative works thereof including efforts aimed at inventing newer solutions, 'reduced to practice', composed, developed, or delivered by VYAS or any third Party, either solely or jointly with others, arising as a result of or in furtherance of the purpose of this Agreement or any amendment thereto, including without limitation all copies and portions thereof, whether or not made by VYAS or under the authorization by VYAS. VYAS Intellectual Property shall also mean any and all now known or hereafter known tangible and/or intangible worldwide patents, copyrights, moral rights, trademarks, Trade Secrets, Confidential Information or other intellectual property rights of VYAS, whether arising by the operation of law or otherwise, (including any rights in any of the foregoing).

2. Grant of License

a. **Licensee User Rights**. VYAS grants to Licensee, and Licensee accepts, a non-assignable, non-transferable, non-exclusive, limited right to access and use the Software, solely for Licensee's internal use during the Term of this Agreement. Where Licensee has licensed a Third-Party Software, Licensee shall have the rights available under such Third-Party Software License.

b. **Rights Reserved**. VYAS reserves the right, in its sole discretion to modify, discontinue, add, adapt, or otherwise change any design or specification of the Software and/or VYAS's policies, procedures, and requirements specified in or related hereto. Licensee acknowledges and confirms that it does not acquire any rights of ownership in any material(s) provided by VYAS in connection with the Software. Licensee is only permitted to access the Software through its specified number of employees or contractors for which user rights have been secured. All rights not specifically granted to Licensee under this Agreement are expressly unavailable for access and use by Licensee.

c. **Identified Users**. This refers to individual employees or authorized contractors of Licensee who are expressly designated by Licensee and granted access to use the licensed software pursuant to this Agreement. Each Identified User must be uniquely identified and may not share access credentials with any other individual.

3. VYAS's Proprietary Rights; Licensee Restrictions and Data management

a. **VYAS Proprietary Ownership**. VYAS shall always remain the owner of and retains all the rights, title and interest in and to the VYAS Intellectual Property and all Proprietary Information of VYAS.

b. **Licensee's Obligations.** Licensee is responsible for use of the Software or any Third-Party-Software, in accordance with the terms of use thereof including but not limited to the then current privacy policy all of which are deemed incorporated herein by reference. Licensee is also responsible for the accuracy and quality of data stored or transmitted by means of the Software, and the use of such data, including the results obtained therefrom.

c. **Collection and Use of Licensee Data.** VYAS may collect personal information including Internet Protocol (IP) addresses or other unique identifier information associated with the Software and information regarding the number of Identified Users, subject to compliance with applicable laws regarding data protection and privacy. This data will be solely used for providing support services or professional services and to ensure Licensee has the appropriate number of subscriptions and in this

regard, Licensee may also submit additional information for threat assessment and or enterprise management services to VYAS.

d. Audit Rights. VYAS may, at its own expense, upon reasonable prior written notice to Licensee and during standard business hours, audit Licensee's use of the Software no more than once each calendar quarter to assure compliance with the terms of this Agreement. If an audit reveals that Licensee has underpaid fees to VYAS, Licensee will be invoiced for such fees, which will be due thirty (30) days after the invoice.

4. Support, Maintenance and Professional Services

a. Upgrades, Maintenance and Fixes. As long as Licensee is current on annual subscription fees, VYAS may, from time-to-time upgrade, modify, or reconfigure the Software with suitable advance notice for such changes that may significantly affect use of the Software. It is understood that Updates may require billable professional services to install the updates or upgrade the Software. VYAS will also provide revisions, patches and bug fixes to the Software from time to time. VYAS may restrict access to some parts of the Software to install such upgrades, revisions, patches or bug fixes during the upgrade process.

b. Support Services. All requests to VYAS for any additional support services, if required, will be covered under a separate 'Support Agreement', which will incorporate by reference the terms and conditions of this Agreement.

c. Additional Professional Services. Licensee may request other professional services from VYAS such as implementation, integration, data conversion services, as needed.

d. Licensee Responsibilities. Throughout the Term of this Agreement, and as a condition precedent of VYAS's obligation to provide the Software under this Agreement, Licensee agrees that it will:

(i) Nominate representative(s) knowledgeable in the operation and use of Software as its principal contact person(s) through which all support related communications will be made. Licensee may, from time to time change or nominate additional representative(s) upon written notice to VYAS.

(ii) The username, password or other security information provided to the Licensee with the Software by VYAS shall be treated as Confidential Information and shall not be shared with any third Party nor shall any third Party be permitted to use the same. Licensee shall not access the Software through any vulnerable unsecured, shared or public computer.

(iii) Ensure that the Identified Users use the Software only in accordance with the terms and conditions of this Agreement and assume full responsibility for the breach of this Agreement by any such Identified User(s).

(iv) Ensure to use only secured network and systems complying with the specifications provided by VYAS from time to time.

(v) Prohibited Uses. Licensee shall use the Software only for lawful purposes and in accordance with the terms of this Agreement.

(vi) Licensee agrees not to use the Software:
 (a) in a way that violates applicable laws or regulations with respect to its activities under this Agreement;
 (b) to impersonate or attempt to impersonate VYAS, a VYAS employee, another user or any other person or entity;
 (c) to engage in a conduct that restricts or inhibits any other user's use or enjoyment of the Software, or which, as determined by VYAS, may harm VYAS or users of the Software or expose them to liability;
 (d) to disable, overburden, damage, or impair the Software or interfere with any other Party's use of the Software, including their ability to engage in real time activities through the Software;
 (e) with any device, other software or routine that interferes with the proper working of the Software;

(vii) Licensee shall not introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful in any system, computer, database having access to the Software; or

(viii) Licensee shall not attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Software, the server on which the Software is stored, or any server, computer or database connected to the Software.

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5. Pricing and Payment

a. **Fees**. VYAS will invoice Licensee as per the terms contained in the Order and Acceptance Form VYAS will have the right at its option to suspend or terminate the Software for fees not paid within thirty (30) days of the due date.

b. **Payment Dispute**. If Licensee disputes the amount of any invoice in good faith, Licensee shall within ten (10) business days from the date of invoice provide to VYAS a written "**Dispute Notice**", specifying the amount and nature of dispute. Tendering of a Dispute Notice, does not relieve LICENSEE of its obligation to pay all undisputed amounts as required under this Agreement on due date(s). The Dispute Notice will be discussed by both parties to diligently arrive at a solution of the disputed amount. If no resolution is reached within thirty (30) days of VYAS's receipt of a Dispute Notice, each Party will have the right to explore remedies available under law or equity, including but not limited to suspension of the Software by VYAS.

c. **Fee Increase**. Unless otherwise stated VYAS reserves the right to increase Software fee at-least one (1) time per year after the first year of the Initial Term to compensate for inflationary adjustments in consultation with the Licensee. In the event Licensee opts not to pay the increased fee, Licensee shall have the right to terminate this Agreement by providing sixty (60) days prior written notice. Notwithstanding any other provisions to the contrary, for any Third-Party Software subscribed to, licensed or purchased under this Agreement, VYAS has the right to pass through any increases charged by the developers of such Third-Party Software directly to Licensee.

d. **Taxes**. Fees for the Software do not include taxes or levy and Licensee is solely responsible for paying any and all sales, use, VAT, excise, property or other taxes or levies which VYAS is required to collect or remit to applicable tax authorities as may be required by law for the Software under this Agreement. Taxes exclude VYAS's income or franchise taxes, or any taxes for which Licensee is exempt, provided Licensee has furnished VYAS with a valid tax exemption certificate.

6. Representations and Warranties

a. **Mutual Representations.** The Parties represent and warrant that (i) they have the power and capacity to enter into this Agreement and to grant all rights under this Agreement; (ii) once executed, this Agreement will constitute legal, valid and binding obligations on them; (iii) they will comply with all applicable laws and regulations;

b. **VYAS's Representations**. VYAS represents that (i) to the best of VYAS's knowledge, the Software does not, at the time of delivery to the Licensee, contain any malicious code that could adversely affect the current operation, security or integrity of a system; (ii) support services will be performed in a professional and workmanlike manner by a qualified personnel; and (iii) the Software is presently not subject to any such claim or claims for infringement, and if VYAS becomes aware of any such claim or any facts upon which such a claim could be based, VYAS will promptly notify LICENSEE. VYAS further represents THAT IT HAS TITLE TO THE VYAS INTELLECTUAL PROPERTY AND THE SOFTWARE AND HAS THE UNQUALIFIED RIGHT TO GRANT TO LICENSEE THE RIGHTS CONTEMPLATED HEREUNDER, AND NEITHER SUCH RIGHTS AS GRANTED NOR THE PROPER EXERCISE OF SUCH RIGHTS DO OR WILL INFRINGE UPON OR CONFLICT WITH THE RIGHTS HELD BY ANY THIRD PARTY UNDER ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT (COLLECTIVELY "**THIRD PARTY INTELLECTUAL PROPERTY RIGHT**").

Disclaimer: EXCEPT AS EXPRESSLY SET FORTH ABOVE AND PROVIDED IN THIS SECTION 6, THE SOFTWARE IS PROVIDED ON AN 'AS-IS' BASIS AND EXCEPT AS SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VYAS MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO THE LICENSEE UNDER THIS AGREEMENT, INCLUDING SUPPORT. MORE SPECIFICALLY, VYAS DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR THAT ALL ERRORS CAN

OR WILL BE CORRECTED AND THAT THE SOFTWARE WILL OPERATE AND PERFORM IN AN UNINTERRUPTED MANNER. WITHOUT ERROR, FAULT OR INTERRUPTION. TO THE GREATEST EXTENT ALLOWED BY LAW, VYAS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF VYAS HAD BEEN INFORMED OF SUCH PURPOSE) AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE DOCUMENTATION AND SUPPORT, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING. IN NO EVENT SHALL VYAS BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF LICENSEE DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE HEREUNDER INCLUDING THE PROVISION OF SUPPORT SERVICES PURSUANT TO VYAS'S SUPPORT POLICY OR ANY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES, IRRESPECTIVE OF WHETHER IT HAD AN ADVANCE NOTICE OF POSSIBILITY OF ANY SUCH DAMAGES. IN ANY EVENT, VYAS'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT OR UNDER ANY OTHER FORM OR LIABILITY) FOR DAMAGES OR LOSS, HOWSOEVER ARISING OR CAUSED, WHETHER OR NOT ARISING FROM VYAS'S NEGLIGENCE, SHALL IN NO EVENT BE GREATER THAN (A) IN THE EVENT SUCH LOSS OR DAMAGE IS NOT RELATED TO SUPPORT, THE LICENSE FEE PAID TO VYAS RELATED TO THE SOFTWARE, WHICH HAS CAUSED THE DAMAGE OR LOSS, IN THE PAST TWELVE MONTHS FROM THE DATE OF SUCH AN EVENT LEADING TO THE LOSS OR DAMAGE OR (B) IN THE EVENT SUCH LOSS OR DAMAGE IS RELATED TO SUPPORT SERVICES, THE SUPPORT FEES PAID BY LICENSEE IN THE PAST TWELVE MONTHS FROM THE DATE OF SUCH AN EVENT LEADING TO THE LOSS OR DAMAGE FOR THE THEN CURRENT SUPPORT TERM FOR THE SOFTWARE WHICH CAUSED THE DAMAGE OR LOSS. TO THE EXTENT LICENSEE HAS LICENSED, SUBSCRIBED OR PURCHASED A THIRD-PARTY SOFTWARE, LICENSEE SHALL CLAIM WARRANTIES FROM THE DEVELOPER OF SUCH THIRD-PARTY SOFTWARE, AND VYAS SHALL HAVE NO LIABILITY WHATSOEVER IN THIS REGARD.

c. **Licensee's Indemnity**. Licensee agrees to defend, indemnify and hold harmless VYAS, its affiliates, licensors and service providers, and its respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) to the extent caused by Licensee's breach of this Agreement or Licensee's use of the Software other than as expressly authorized by this Agreement.

d. **VYAS's Indemnity**. VYAS agrees to defend, indemnify and hold harmless Licensee, its affiliates and subsidiaries, and its respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising from or based upon a third Party claim that the VYAS Intellectual Property or the Software, or both, as provided by VYAS to Licensee under this Agreement and used within the scope of this Agreement, infringe any Third Party Intellectual Property Rights.

e. **Obligations**. The Party seeking indemnification shall give prompt written notice of any claim to the other Party. Licensee and VYAS shall have the right to approve any counsel retained to defend any Licensee Claim or VYAS Claim, respectively, in which either is a defendant, such approval not to be unreasonably withheld. The indemnified Party shall be free to participate in its own defense. The indemnifying Party agrees to provide the indemnified Party complete assistance in defending the claim and shall not at any time admit liability or otherwise attempt to settle the claim or action except with the prior written consent of the indemnified Party. If, in the indemnified Party's reasonable judgement, a conflict exists in the interests of the indemnified Party and the indemnifying Party, the indemnified Party may retain its own counsel at its own expense. VYAS's obligations will not apply to any claim or final judgment based upon (i) Licensee's use of the Software after VYAS notifies Licensee to discontinue use due to such a claim; (ii) Licensee's combining this Software with other non-VYAS Software, data or business processes, including Third-Party Software; (iii) Licensee's altering or modifying the Software, including any modifications made on Licensee's behalf by third-parties; (iv) Licensee's distribution of the Software to,

or its use for the benefit of, any third-parties; or (v) for any trade secret claim where Licensee has acquired the trade secret through improper means or under circumstances where Licensee has a duty to maintain its secrecy or limit its use.

f. **Remedy for Infringement**. Should the Software become, or if in VYAS's opinion is likely to become, the subject of a claim of infringement of a patent, trade secret, trademark, or copyright, VYAS may (i) procure for Licensee, at no additional cost to Licensee, the right to continue to use the Software; (ii) replace or modify the Software, at no cost to Licensee, to make it non-infringing, provided that the same function is performed by the replacement or modified Software; or (iii) if in VYAS's judgment the right to continue to access the Software cannot be reasonably procured or the Software cannot reasonably be replaced or modified, terminate the Agreement and grant Licensee a pro-rated refund of any advance fees paid applicable to the remainder of the Term. This Section 6 states the entire liability of VYAS with respect to infringement by VYAS of the Software, or any parts thereof, and VYAS shall have no additional liability with respect to any alleged or unproven infringement.

7. Limitations of Liability

NEITHER PARTY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WILL BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SOFTWARE PROVIDED BY THIS AGREEMENT OR A BREACH OF THE AGREEMENT, WHETHER SUCH DAMAGES OR CLAIMS ARE BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCTS LIABILITY OR OTHERWISE. EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACHES OF CONFIDENTIALITY, EACH PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES OR INJURIES TO OTHER PARTY HEREUNDER SHALL NOT EXCEED THE TOTAL FEES PAID BY LICENSEE FOR THE SOFTWARE PROVIDED HEREUNDER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CLAIM AROSE. ANY CAUSE OF ACTION OR CLAIM A PARTY MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

8. Term, Renewal and Termination

a. **Initial Term**. The initial term of this Agreement shall be Three (3) years from Go-Live or implementation or the effective date ("**Initial Term**"). This Agreement will automatically renew for each successive 1 (one) year periods (each a "**Renewal Period**") unless either Party provides the other with written notice of cancellation of this Agreement at least sixty (60) days prior to the expiration of the Initial Term or any subsequent Renewal Period.

b. **Termination for Cause**. Provided that the Parties have complied with Section 9 (Dispute Resolution), either Party may terminate this Agreement and rights granted herein if the other Party breaches any provision of this Agreement and fails to remedy such breach or to take adequate measures to remedy such breach within thirty (30) days after receiving written notice thereof.

c. **Post-Termination Obligations**. Upon termination of this Agreement for any reason, VYAS will immediately terminate access to the Software. Licensee will: (i) return all documentation related to the Software; (ii) deliver to VYAS all tangible and intangible, or electronic incidents of VYAS's Proprietary Information, including but not limited to notes, summaries, and extracts that are in Licensee's possession, whether made or compiled by Licensee or furnished to Licensee by VYAS, or if requested by VYAS that the information be destroyed. Notwithstanding the foregoing, Licensee may retain copies, extracts or other reproductions in any format whatsoever, in whole or in part of any received VYAS Proprietary Information for archival purposes in accordance with Licensee's record retention policy or as required law subject to the confidentiality obligations in this Agreement; and (iii) immediately render to VYAS, through the effective date of such termination, all fees and other amounts due to VYAS.

d. **Transfer of Licensee Data**. Upon entering a service request with the Software's cloud platform provider, Microsoft Corporation, Licensee will receive a backup of the Licensee Data. At Licensee's request, VYAS can assist Licensee in transforming or importing Licensee Data into other systems on a time and material fee basis.

e. **Survival**. Where the context or wording of a section indicates, the terms of this Agreement shall survive its termination, including, without limitation, Sections 3, 5, 6, 7, 8(c) (d), 9, and 10 hereof.

9. Dispute Resolution

Except for payment disputes and claims for breaches of confidentiality, all disputes under the Agreement shall be resolved by sincere and good faith discussions by the representatives of each Party.   Upon receipt of a written request from either Party informing about the existence or occurrence of a dispute, an authorized representatives of each Party or their designates will hold specific meetings as often as deemed necessary by any suitable means and medium and indulge in informal discussions to negotiate and resolve the dispute without the need for formal legal proceedings within six (6) weeks of the first such meeting failing which, each Party may pursue any and all remedies available under law or equity.

10. General

a. **Governing Law**. The interpretation, application, and effect of this Agreement shall be governed by and any dispute shall be resolved in accordance with the laws of the State of Illinois without regard to conflict of law principles. The Parties hereto submit and consent to the sole and exclusive jurisdiction and venue of the state and federal courts located within Chicago City for any claims or legal actions by one Party against the other arising out of the relationship contemplated herein (whether or not arising under this Agreement).   The Parties expressly exclude the application of the Vienna, 1980 United Nations Convention on the International Sale of Goods.

b. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the Parties with regard to the subject matter hereof. No oral or written representation that is not expressly contained in this Agreement is binding on VYAS or the Licensee. No amendment to this Agreement shall be binding on either Party unless the same is in writing and duly executed by both Parties.

c. **Counterparts**. This Agreement may be executed in separate counterparts, each of which shall be deemed an original but all of which together, one and the same instrument. A legible facsimile or electronic signature that can be authenticated will constitute an original and binding signature of a Party.

d. **Headings.** The headings used for the sections in this Agreement are purely for convenience and in no way shall define, limit, construe or describe the scope or their extent.

e. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

f. **Notices**. All notices and communication required or permitted to be given or delivered hereunder shall be in writing and shall be delivered by email via PDF, personally by courier service, by reliable overnight delivery services, or by registered or certified mail, return receipt requested, postage prepaid:

If to VYAS:
Attn:
Licensor: Gajendra Pareek
Address: 56 S Wynstone Dr., North Barrington, IL, 60010
Phone: +1-847-323-3892
Email: gpareek@vyasconsulting.com

If to LICENSEE:
Attn:
Licensee:
Address:
Phone:
Email:

Or, to such address(es) as a Party may designate from time to time. Any notice given shall be deemed to have been received on the date on which the email was sent. A copy thereof shall also be sent by reliable prepaid overnight delivery service unless the Party to whom such notice is sent confirms receipt of such email in reply. The date on which the copy is delivered, if personally, when received, or one business day after delivery by overnight delivery service, or if mailed, on the third business day following the date when mailed.

g. **Assignment**. Neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign its right and obligations under this Agreement to a parent or subsidiary or to a successor, whether by way of merger, sale of all or substantially the whole of its assets or otherwise. Any attempted assignment of this Agreement not in accordance with the foregoing shall be null and void.

h. **Non-Waiver**. Any waiver or failure to enforce any portion of this Agreement on any one occasion will not be deemed to be a waiver of the other provision(s) on any other prior or subsequent occasion.

i. **Relationship of Parties**. The relationship of the Parties established under this Agreement shall be that of independent contractor. Neither Party shall be considered is an agent of the other nor shall be relationship constitute a joint venture with the other. Neither Party shall have the right or authority to assume or create any obligation on behalf or the other Party.

j. **Force Majeure**. Neither Party hereunder shall incur any liability to the other on account of any loss or damage due to any delay or failure to perform its obligations hereunder so long as such delay or failure is caused in whole or in part as a result of an event, occurrence or cause beyond its reasonable control, including but not limited to, governmental acts, strikes, work stoppages, fire, civil disorder, war, riots, terrorist acts or the thread thereof, cyberterrorism, rebellions, communicable diseases or the threat thereof, accidents, explosions, interruptions or imperfections in telephonic service, communications line or equipment failures, satellite malfunctions, electrical disturbances, brown-outs or black-outs, floods, storms, earthquakes, acts of God and similar occurrences, provided that such Party uses commercially reasonable efforts to fulfill its obligations under this Agreement (each and collectively, a "**Force Majeure Event**"). If either Party is totally or partially prevented from performing any of their obligations under this Agreement and/or a Work Order as a result of a Force Majeure Event, the affected Party shall promptly serve written notice on the other Party specifying the matter(s) constituting the Force Majeure Event and providing the other Party with its best estimate of the likely extent and duration of the Force Majeure Event. The Party prevented from performing its obligations under this Agreement and/or a Work Order by a Force Majeure Event shall be excused performance of such obligations from the date of such notice for so long as the Force Majeure Event shall continue provided that the Force Majeure Event was not caused by the negligence or misconduct of the Party affected.