

## **Accelerite Agreement for Consultancy Services (“Agreement”)**

For the purposes of this Agreement, Company shall mean the Accelerite customer contracting for consultancy services from Accelerite subject to the Quotation document and any attachments, schedules, or exhibits thereto. For the purposes of this Agreement, Accelerite has been referred to as “Contractor.” The following terms and condition shall apply to consultancy services performed by Contractor:

### **a. Company Inputs and Obligations**

Company shall provide Contractor’s personnel the necessary infrastructure, tools, systems, hardware, software and access required to perform the onsite services including working space and computing facilities as mutually agreed. Company shall supply in a timely manner information, materials, equipment, and if necessary access to customer facilities, necessary for the services to be performed, including but not limited to applicable data, designs, programs, implementation practices, specifications, management decisions, approvals, and acceptance criteria, for carrying out the Services (collectively “Inputs”). If there is a cost to providing the Inputs, Company shall bear such cost. Company shall obtain necessary rights to allow use of Inputs by Contractor. Other Company’s responsibilities may be set out in the applicable Quotation document or statement of work or similar document that may be agreed between the parties. Company may provide to Contractor certain equipment and software (“Project Tools”) to provide Services. Company shall bear license, procurement and maintenance expenses related to such Project Tools. Where Company requires, recommends or approves Contractor to use, access, use, or download any software, tools, codes, or network as a part of the performance of the Services, Company shall be responsible for compliance with the terms and conditions for the same, and will instruct Contractor on measure for Contractor to take to ensure Company’s compliance while Contractor is performing the Services. Contractor will observe Company’s instructions. To the extent there is a cost to complying with such instructions, Contractor will includes that cost on its invoices as an expense, if not otherwise agreed in writing.

### **b. Commercially Reasonable Efforts**

In rendering Services, Contractor agrees to devote commercially reasonable efforts. Company agrees to devote commercially reasonable efforts to support the activities of the Contractor in any reasonable technical, administrative and commercial way and to provide Contractor with documentation, statements and credentials which shall allow Contractor to provide Services to Company.

### **c. Payments**

Payment of fees under this Agreement will be made by Company to Contractor within net 30 days from the receipt of an invoice by the Company. Payment of any expenses under this Agreement shall be made promptly upon receipt of an expense report or invoice by the Company. If the Company fails to communicate acceptance or rejection of the invoice within a period of ten (10) days from the date of receipt by the Company, such invoice shall be deemed to be accepted by the Company. In the event there is a delay in payment for more than 10 days from the due date, the Company shall be liable to pay an interest of 1.5% per month or the maximum interest rate permitted by applicable law, whichever is less, on the delayed payments from the due date of payment. Contractor shall be relieved of its obligations under this Agreement in the event of nonpayment of the Fees or expenses due.

**d. Disclaimer of Warranty**

THE SERVICES SHALL BE PROVIDED ON AN "AS IS" BASIS. THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

**e. Limitation of Liability**

THE TOTAL LIABILITY OF THE CONTRACTOR UNDER THIS AGREEMENT (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE FEES PAID TO CONTRACTOR UNDER THE APPLICABLE QUOTATION. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED WARRANTY OR REMEDY HEREIN.

THE PARTIES DISCLAIM ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSS OF REVENUE OR BUSINESS PROFITS, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

**f. Governing Law; Arbitration**

The terms of this Agreement shall be governed, interpreted and construed in accordance with the laws of State of California without regard to principles of conflict of laws. Any and all disputes arising under or related to this Agreement shall be arbitrated before a single arbitrator in the County of Santa Clara, California under the rules of, and in a forum provided by, JAMS ([www.jamsadr.com](http://www.jamsadr.com)).

**g. Non-Hire and Non- Solicitation**

During the term of this Agreement and for one (1) year thereafter, Company will not directly or indirectly recruit, solicit, or induce any personnel, consultant or advisor of the Contractor to terminate his or her relationship with the Contractor.

**h. Entire Agreement**

This Agreement along with the applicable Quotation document including any attachment, schedules, or exhibits shall constitute the complete agreement between the parties with respect to the subject matter of the Quotation document and this Agreement. This Agreement may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. The Quotation and this Agreement together supersede all previous agreements between the Contractor and the Company, whether oral or written, regarding the subject matter of the the Quotation and this Agreement. Standard terms and conditions of a purchase order or an invoice or any similar document, whether hosted on party's website or otherwise, shall be ineffective. There are no intended third-party beneficiaries to this Agreement.

**i. Deliverables**

All Foreground IPR shall be owned by the Company with effect from creation subject to fulfilment of contractual obligations and Contractor hereby assigns all Foreground IPR to Company. Foreground IPR arises where (and only where) newly created by Contractor pursuant to this Agreement in work applicable solely to Company, the work is carried out specifically for, paid for and delivered to Company and the work is separate and severable from the Contractor's pre-

existing IP. Notwithstanding anything contained herein above, each party shall retain all rights, title and interest in and to its pre-existing IP including all right, title and interest in any updates, upgrades, enhancements, alterations, made thereto.”