redesign

Product Sales Terms and Conditions

Version Date: September 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY ACCEPTING DELIVERY OF PRODUCTS, PLACING AN ORDER, OR ENGAGING THE DRALA PROJECT, INC. DBA THE REDESIGN GROUP ("REDESIGN") TO PROVIDE PRODUCTS, THE ENTITY IDENTIFIED AS THE PURCHASER ("CUSTOMER") AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS (THE "AGREEMENT"), UNLESS CUSTOMER AND REDESIGN HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN. ADDITIONAL OR DIFFERENT TERMS IN ANY FORM PROVIDED BY CUSTOMER, INCLUDING ANY PURCHASE ORDER, ARE NULL AND VOID AND ARE REJECTED AS MATERIAL ALTERATIONS. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THIS AGREEMENT, ANY ORDER, OR ANY INVOICE.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER PLACES AN ORDER (THE "EFFECTIVE DATE"). ANY CAPITALIZED TERMS IN AN ORDER NOT DIRECTLY DEFINED ARE REFERRED TO IN THESE TERMS AND CONDITIONS. BY SIGNING OR ACCEPTING AN ORDER, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THESE TERMS AND CONDITIONS, WHICH ARE INCORPORATED AS IF FULLY SET FORTH IN SUCH ORDER. THE PARTIES AGREE THAT ELECTRONIC SIGNATURES SHALL BE RELIED UPON AND WILL BIND THEM TO THE OBLIGATIONS STATED HEREIN. EACH PARTY WARRANTS AND REPRESENTS THAT IT HAS THE EXPRESS AUTHORITY TO EXECUTE THE APPLICABLE ORDER.

REDESIGN MAY UPDATE THESE TERMS AND CONDITIONS FROM TIME TO TIME BY POSTING A REVISED VERSION AT HTTPS://WWW.REDESIGN-GROUP.COM/LEGAL OR ANY SUCCESSOR LEGAL TERMS PAGE DESIGNATED BY REDESIGN. REDESIGN WILL IDENTIFY THE EFFECTIVE DATE OR VERSION DATE OF EACH UPDATED VERSION. UNLESS AN ORDER EXPRESSLY INCORPORATES A PRIOR VERSION OF THESE TERMS AND CONDITIONS BY VERSION DATE, THE VERSION POSTED AT THE TIME REDESIGN ACCEPTS AN ORDER WILL GOVERN THAT ORDER. FOR ANY CONTINUING OR RECURRING PRODUCTS, INCLUDING SUBSCRIPTIONS, RENEWALS, SUPPORT, MAINTENANCE, AND SERVICE ENTITLEMENTS, UPDATED TERMS AND CONDITIONS WILL APPLY PROSPECTIVELY BEGINNING ON THE EARLIER OF: (A) THE NEXT RENEWAL, EXTENSION, EXPANSION, OR MODIFICATION OF THE APPLICABLE ORDER; (B) CUSTOMER'S CONTINUED USE OF OR ACCESS TO THE APPLICABLE PRODUCT AFTER THE UPDATED TERMS AND CONDITIONS ARE POSTED; OR (C) THIRTY (30) DAYS AFTER THE UPDATED TERMS AND CONDITIONS ARE POSTED. UPDATES WILL NOT RETROACTIVELY ALTER PAYMENT OBLIGATIONS ACCRUED BEFORE THE EFFECTIVE DATE OF THE UPDATE OR CHANGE THE QUANTITY, PRICE, OR DELIVERY TERMS OF A PRODUCT ALREADY SHIPPED, UNLESS REDESIGN AND CUSTOMER AGREE OTHERWISE IN WRITING OR THE APPLICABLE ORDER EXPRESSLY PERMITS SUCH CHANGE. CUSTOMER'S CONTINUED USE OF OR ACCESS TO THE APPLICABLE PRODUCT AFTER THE UPDATED TERMS AND CONDITIONS BECOME EFFECTIVE CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS.

I. Definitions

(a) "Affiliate(s)" means, with respect to Redesign, entities that Control, are Controlled by, or are under common Control with Redesign; and, with respect to Customer, entities that Control, are Controlled by, or are under common Control with Customer.

(b) "Claim" means any civil, criminal, administrative, regulatory, arbitral, or investigative action, claim, demand, proceeding, or allegation commenced or threatened by a third party, including Governmental Authorities and regulatory agencies, however described or denominated.

(c) "Confidential Information" means any non-public information or data of a confidential nature of a Party, its Affiliates, or a third party, whether in oral, electronic, or written form, that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or accessed by the receiving Party in connection with this Agreement, including non-public pricing, Order terms, technical information, security information, Redesign Configurations, business information, customer information, supplier information, and service delivery information. For clarity, these publicly posted Terms and Conditions are not Confidential Information.

(d) "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the affairs of another whether by ownership of shares, ability to appoint officers, contract, or otherwise.

(e) "Data Processing Agreement" or "DPA" means Redesign's data processing agreement available at https://www.redesign-group.com/legal, as updated from time to time.

(f) "Delivery Date" means the proposed date of delivery of the Products, which may be set out in the applicable Order or attached Exhibit(s).

(g) "Documentation" means Redesign's or the applicable Third Party Supplier's then-current technical documentation, user guides, product descriptions, specifications, deployment materials, administrative guides, usage instructions, support materials, and release notes applicable to a Product, Redesign Product, Redesign Application, Third-Party Offering, or related technology.

(h) "Force Majeure Event" means any event or circumstance arising which is beyond the reasonable control of the affected Party, including any industrial dispute affecting any third party, carrier delays, embargoes, acts of God, acts or laws of governmental regulations or government agencies, severe weather conditions, fire, flood, disaster, failure of power, civil riot, war, terrorism, epidemic, pandemic, public health emergency, quarantine, stay-at-home orders, or other governmental restrictions.

(i) "Governmental Authority" means any nation or government, any federal, state, province, territory, city, town, municipality, county, local or other political subdivision thereof or thereto, any quasi-governmental authority, and any court, tribunal, arbitral body, taxation authority, department, commission, board, bureau, agency, or instrumentality thereof or thereto which exercises executive, legislative, judicial, regulatory, or administrative functions of or pertaining to government.

(j) "High-Risk Use" means use in or for systems or activities where failure could reasonably result in death, serious bodily injury, severe physical damage, severe environmental damage, or other material harm requiring fail-safe performance, including aircraft navigation, weapons systems, nuclear facilities, life-support systems, emergency response systems, medical devices, autonomous vehicles, or other safety-critical systems.

(k) "Insolvency Event" means the occurrence of any of the following: (a) a party stops or suspends, or declares any intention to stop or suspend, its business or payment of its debts or any class of its debts generally or otherwise becomes insolvent; (b) any step is taken to enforce any charge, mortgage, or other security interest over all or any material part of its assets or undertaking or any of the same is or becomes enforceable; (c) a notice is issued for the purposes of convening a meeting to approve the placing of a party in administration or liquidation, or a petition is presented or an order made for the administration or liquidation of a party or otherwise become subject to dissolution proceedings; (d) a voluntary arrangement or any other arrangement, compromise, or composition of a party's debts, or any class of its debts, is proposed or made by or with a party; (e) a judgment, order, or award made against a party is outstanding and not discharged within 20 days or if any distress, execution, sequestration, or similar process is levied on or commenced against any of the assets of a party and not lifted, withdrawn, or discharged within 45 days; or (f) any circumstances arise or events occur in relation to a party or any of its material assets in any country or territory in which it carries on business or to the jurisdiction of whose courts it or any of its assets is subject, which corresponds to or has an effect equivalent or similar to any of those stated in paragraph (a) to (e) inclusive of this definition.

(l) "Intellectual Property Rights" or "IPR" means any and all of the following rights in: (i) patents, unpatented inventions, designs, and trademarks, whether registered or unregistered, copyright, database rights and know-how, trade secrets, inventions, discoveries, utility models, goodwill in any trade or service name or get-up; (ii) all other intellectual property or proprietary rights and similar or equivalent rights anywhere in the world which currently exist or are recognized in the future; and (iii) applications, reversions, extensions, and renewals in relation to any such rights.

(m) "Laws" means all applicable laws, including those arising under common law, statutes, codes, rules, regulations, reporting or licensing requirements, ordinances, and other pronouncements having the effect of law of the United States, any foreign country, or any domestic or foreign state, county, city, province, or other political subdivision, including those promulgated, interpreted, or enforced by any Governmental Authority.

(n) "Losses" means any judgments, settlements, awards, losses, charges, liabilities, penalties, interest claims, including Taxes and all related interest and penalties incurred directly with respect thereto, and all related reasonable costs, expenses, and other charges, including reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest, and penalties, however described or denominated.

(o) "Order" means any statement of work, order form, quote, or purchase order, in electronic or written form, issued or created under this Agreement for the purchase or delivery of Products. Purchase orders issued by Customer are for administrative purposes only and are not binding on Redesign until accepted.

(p) "Products" means hardware, software, software subscriptions, cloud subscriptions, maintenance, support, service entitlements, Redesign Products, Redesign Applications, Third-Party Offerings, and other technology products, subscriptions, or offerings made available by Redesign or through Redesign under an applicable Order.

(q) "Redesign Application" means any Redesign product, platform, application, tool, software, workflow, module, or service made available through or in connection with the Unified Portal or otherwise under an applicable Order, including OpenCloud, Redesign Cloud Hosting Services, Redesign Exchange, Redesign C7e Enterprise AI Platform, Redesign AI Chat, Redesign GRC, C7e Studio, and any other application or module made available by Redesign from time to time.

(r) "Redesign Product" means any proprietary Redesign software, subscription, application, platform, module, tool, or other Redesign-owned product made available to Customer under an applicable Order, excluding Third-Party Offerings.

(s) "Redesign Technology Terms" means Redesign's Technology Terms governing Customer's access to and use of Redesign Products and Redesign Applications (including the Unified Portal), together with any applicable product addendum, available at https://www.redesign-group.com/legal, as updated from time to time.

(t) "Taxes" means any applicable sales, use, transaction, value added, goods and services tax, harmonized sales tax, withholding tax, excise or similar taxes, and any foreign, provincial, federal, state, or local fees or charges, including environmental or similar fees, and any income or business tax liability, including any penalties and interest in respect thereof, imposed on, in respect of, or otherwise associated with any transaction hereunder, or the Products, except taxes on or measured by the net income of Redesign.

(u) "Third Party Supplier" means a third party manufacturer, licensor, provider, publisher, distributor, or supplier of Products or Third-Party Offerings.

(v) "Third-Party Offerings" means third-party hardware, software, software-as-a-service offerings, cloud services, subscriptions, support, maintenance, service entitlements, managed offerings, professional services, and other technology products or services that Redesign resells, sublicenses, procures, or otherwise arranges for Customer from a Third Party Supplier.

II. Products

(a) Subject to the terms of this Agreement, Redesign may provide certain Products for Customer as described generally in this Agreement and as more particularly described in the applicable Order. All pricing for Products will be as established on Redesign's quotes, subject to these Terms and Conditions. Any software that is owned by Third Party Suppliers shall be subject to such terms and conditions as determined by such Third Party Suppliers. Customer shall receive the terms with respect to such third-party software directly from the Third Party Supplier or as otherwise made available by the applicable Third Party Supplier.

(b) Title to Products and risk of loss or damage during shipment pass to Customer upon delivery to the destination specified on the applicable Order (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, in the case where Customer provides its carrier account number to Redesign or Customer selects a carrier that does not ship regularly for Redesign, title and risk of loss pass to Customer upon delivery by Redesign to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to third-party software, licenses, subscriptions, service entitlements, and Third-Party Offerings will remain with the applicable Third Party Supplier. Customer's rights in such software, subscriptions, service entitlements, and Third-Party Offerings are specified in the applicable Third Party Supplier terms.

(c) All Product Orders are subject to Product availability and to acceptance by the applicable manufacturer or Third Party Supplier. Unless the applicable Order expressly states that pricing is firm and non-adjustable, quoted pricing is subject to change before shipment or order submission based on manufacturer pricing, supplier pricing, tariffs, duties, taxes, exchange rates, freight costs, supply constraints, and market conditions. Redesign's inability to fulfill all or part of an Order due to Product discontinuation, unavailability, allocation, supply or component shortages, manufacturer or Third Party Supplier rejection, or other circumstances outside Redesign's reasonable control will not constitute a breach of this Agreement, and Customer's sole and exclusive remedies are to accept partial fulfillment, accept a substitute Product offered by Redesign, or cancel the affected portion of the Order, in each case only to the extent Redesign is not committed to the applicable manufacturer or Third Party Supplier for such portion.

(d) Redesign shall use commercially reasonable efforts to assist in the delivery of the Products by the Delivery Date, but shall not be liable for any cost or damage caused by late or non-delivery. For the avoidance of doubt, dates and times for the delivery of Products

are estimates only, and time shall not be of the essence for the delivery of Products. Any delay in delivery of Products shall not give Customer the right to reject the Products or treat this Agreement as repudiated.

(e) Customer's return of any Product will be governed by the applicable Third Party Supplier's or manufacturer's return policy, as made available upon request. Redesign has no obligation to accept any return unless the applicable Third Party Supplier or manufacturer authorizes the return and Customer complies with all applicable return procedures. Redesign reserves the right to deliver Products in installments, and the terms and conditions of this Agreement shall apply to each such delivery and each delivery of the Products shall be separately invoiced and payable in accordance with Section III.

(f) Notwithstanding any other provision of this Agreement, each party shall retain responsibility for its own compliance and shall comply with all applicable export control laws and economic sanctions programs relating to its respective business, facilities, and provision of services to third parties. In performing their respective obligations under this Agreement, neither Party will be required to undertake any activity that would violate any applicable Laws or mandatory regulations, including any applicable export control laws and economic sanctions programs. If a transaction hereunder involves an export of items, including commodities, software, or technology, from the U.S., Canada, or the United Kingdom subject to the Export Administration Regulations (US), the Export and Import Permits Act (Canada), Council Regulation (EC) No. 428/2009, or the UK Export Control Order 2008, each as amended, as applicable, such export shall be in accordance with such applicable laws or regulations. Customer agrees that it will not divert, use, export, or re-export any such items contrary to any applicable Laws of the U.S., Canada, European Union, United Kingdom, Hong Kong, United Nations, or United Nations Security Council. Customer expressly acknowledges and agrees that it will not export, re-export, dispose of, or otherwise provide such items directly or indirectly: (i) to any entity or person within any country that is subject to U.S., Canadian, EU, United Kingdom, Hong Kong, United Nations, or United Nations Security Council economic sanctions, as applicable, imposing comprehensive embargoes without first obtaining any required prior government authorization; (ii) to entities and persons that are ineligible under U.S., Canadian, EU, UK, Hong Kong, United Nations, or United Nations Security Council law, as applicable, to receive such items; or (iii) for any prohibited end-use. In addition, manufacturers' warranties may vary or be null and void for Products exported from the U.S., Canada, the United Kingdom, or another EU Member State, as applicable.

(g) In purchasing third-party Products, Customer relies on the manufacturer's or applicable Third Party Supplier's specifications only, and not on any statements or images that may be provided by Redesign.

(h) The copyright and all other Intellectual Property Rights of whatever nature in the third-party Products shall be and remain vested in the applicable Third Party Supplier. Customer shall not remove any notices of copyright or other Intellectual Property Rights contained on or in the Products.

(i) Redesign may resell, sublicense, procure, or otherwise arrange for Customer's access to third-party software, software-as-a-service offerings, maintenance, support, subscriptions, cloud services, and other technology products from Third Party Suppliers. Customer acknowledges that Redesign is acting as a reseller, channel partner, procurement provider, or intermediary with respect to such Third-Party Offerings, and that Customer's rights to use such offerings are limited to the license, subscription, service, and use rights granted by the applicable Third Party Supplier.

(j) Third-Party Offerings are subject to the applicable Third Party Supplier terms, including end user license agreements, subscription terms, use restrictions, privacy terms, data processing terms, audit rights, suspension rights, support policies, acceptable use policies, and service-specific terms. To the extent provided by Redesign or the applicable Third Party Supplier before the Order is placed, Customer agrees to comply with such terms. Redesign does not own Third-Party Offerings and does not provide any warranty for Third-Party Offerings except to the extent an express warranty is passed through from the applicable Third Party Supplier.

(k) All Orders for Third-Party Offerings that Redesign places with a Third Party Supplier on Customer's behalf are non-cancellable and non-refundable once submitted to the Third Party Supplier, unless the applicable Third Party Supplier permits cancellation or refund and Redesign receives the corresponding credit or refund. If fees for a Third-Party Offering are payable over a subscription, renewal, support, maintenance, or other committed term, Customer's payment obligations for the full term are non-cancellable and non-refundable once Redesign submits the applicable Order to the Third Party Supplier, and Customer remains liable for all such fees regardless of non-use, suspension, termination, unavailability, performance issues, or discontinuance of the Third-Party Offering. Customer shall not withhold, reduce, delay, or set off any payment due to Redesign based on any claim, dispute, dissatisfaction, non-use, suspension, termination, unavailability, or performance issue relating to any Third-Party Offering or any act or omission of any Third Party Supplier. Customer's exclusive recourse for performance, availability, warranty, support, infringement, alleged infringement, product liability, service quality, data loss, suspension, termination, privacy, data processing, security, or any other issue relating to a Third-Party Offering is directly against the applicable Third Party Supplier, and Customer waives and releases any Claim

against Redesign and its Affiliates arising from or relating to any Third-Party Offering, except to the extent caused by Redesign's fraud or willful misconduct.

(l) Redesign Products and Redesign Applications may be subject to additional Redesign product-specific terms, including the Redesign Technology Terms, product addendums, Documentation, usage restrictions, entitlement limits, support terms, and other terms available at https://www.redesign-group.com/legal or otherwise incorporated into the applicable Order. Such additional terms supplement this Agreement and apply only to the applicable Redesign Product, Redesign Application, Unified Portal functionality, or product-specific offering.

(m) To the extent Redesign provides any Redesign Product, proprietary software, firmware, embedded code, application, configuration, workflow, script, template, documentation, or other Redesign-owned technology, Redesign and its licensors retain all right, title, and interest in and to such items and all related Intellectual Property Rights. Customer receives only the limited rights expressly granted in the applicable Order, product-specific terms, Redesign Technology Terms, or Documentation. Customer shall not reverse engineer, decompile, disassemble, copy, modify, create derivative works of, distribute, sublicense, lease, rent, loan, make available to third parties, or remove proprietary notices from any Redesign Product or Redesign-owned technology except to the extent expressly permitted in writing by Redesign or prohibited from restriction by applicable Law.

(n) Customer shall not use, and shall not permit any third party to use, any Products for any High-Risk Use unless the applicable Order expressly authorizes such use and, for Third-Party Offerings, the applicable Third Party Supplier terms permit such use. Customer is solely responsible for determining whether its use constitutes High-Risk Use and for ensuring that any such use complies with applicable Laws, Third Party Supplier terms, Documentation, and industry-specific safety, regulatory, and operational requirements.

(o) Internal Use Only. Products are provided for Customer's internal business use only. Customer shall not resell, sublicense, distribute, make available, or otherwise provide Products to any third party unless expressly authorized in the applicable Order and, for Third-Party Offerings, the applicable Third Party Supplier terms.

(p) Acceptance of Third Party Supplier Terms. If Redesign is required to click through, accept, acknowledge, or otherwise agree to any Third Party Supplier terms in order to place an Order, provision access, renew, modify, administer, or support any Product or Third-Party Offering, Customer authorizes Redesign to do so on Customer's behalf. As between Redesign and Customer, Customer is solely responsible for reviewing and complying with such Third Party Supplier terms.

(q) Usage, Overages, and True-Ups. Customer is responsible for all fees, charges, true-ups, overages, metered usage, excess capacity charges, consumption-based charges, third-party content charges, renewal charges, reactivation charges, reinstatement charges, and other amounts charged by a manufacturer or Third Party Supplier in connection with Customer's use of Products.

(r) Inspection; Deemed Acceptance. Customer shall inspect Products promptly upon delivery. Products are deemed accepted ten (10) days after delivery unless, within that period, Customer provides Redesign written notice of a nonconformity or shipment discrepancy. Customer's sole remedy for nonconforming Products is return and replacement in accordance with the applicable manufacturer's or Third Party Supplier's return policy under Section II(e).

(s) Data; Backups. Customer is solely responsible for backing up and protecting its data and software against loss, damage, or corruption. Redesign shall not be liable for any loss, damage, or corruption of data or software, or for any failure of backup, storage, or recovery, in connection with the Products, except to the extent expressly agreed in a separate written agreement signed by Redesign or as set forth in the DPA with respect to Personal Data.

(t) International Transactions. Redesign may arrange international fulfillment through an Affiliate, distributor, local reseller, importer of record, exporter of record, logistics provider, customs broker, or other intermediary. The applicable Order may identify the seller, invoicing entity, importer of record, exporter of record, delivery terms, named destination, and transaction responsibilities. Use of an intermediary does not expand Redesign’s obligations or make Redesign responsible for that intermediary’s acts or omissions.

International delivery will be governed by the Incoterm stated in the applicable Order. If no Incoterm is stated, delivery will be DAP to the named destination under Incoterms 2020. Redesign will not act as importer of record or assume destination-country tax-registration, customs-clearance, licensing, certification, or regulatory obligations unless the applicable Order expressly states otherwise. Customer is responsible for obtaining and maintaining all required import permits, registrations, licenses, certifications, consents, and approvals.

International freight, duties, tariffs, taxes, customs charges, brokerage fees, certification charges, inspection charges, storage, demurrage, insurance, and similar costs are estimates unless the applicable Order expressly states that they are fixed. Customer will pay the actual amounts incurred, and Redesign may invoice such amounts in advance or when incurred. Customer is also responsible

for charges resulting from inaccurate information, delayed instructions, failed delivery, refusal of shipment, customs holds, or Customer's failure to satisfy import requirements.

Pricing stated in a currency other than United States Dollars remains subject to exchange-rate movements, conversion costs, banking charges, and supplier adjustments until the applicable fulfillment provider confirms a written rate lock. Redesign may adjust pricing to reflect changes occurring before such confirmation.

Manufacturer warranties, support, service levels, response times, replacement parts, return rights, regulatory certifications, and product availability may vary by country or become unavailable when Products are exported or moved from their original destination. Customer will inspect international shipments promptly upon delivery and provide photographs, reports, customs records, and other documentation reasonably required to preserve carrier, supplier, insurer, or customs claims.

This Section II(t) controls over Section II(b) to the extent of any conflict concerning an international transaction.

III. Payment

(a) Redesign shall issue an invoice to Customer. All invoiced amounts and payments shall be made in United States Dollars. Customer will pay invoices containing amounts authorized by the applicable Order within thirty (30) days of the date of the invoice. Redesign may invoice Customer separately for partial shipments of Products. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month calculated daily and compounded monthly (19.56% per annum) or the highest rate allowed by law.

(b) Customer hereby grants to Redesign a continuing security interest in all Products delivered hereunder and all of Customer's rights, title, and interest therein, together with all proceeds thereof, to secure payment in full of all amounts owed under any Order. Customer authorizes Redesign to file one or more UCC financing statements and any amendments or continuations thereof in any jurisdiction to perfect the security interest granted herein. Customer shall execute and deliver any additional documents and take any further action that Redesign may reasonably request to perfect, maintain, or enforce such security interest. Customer's right to possession of the Products or access to the applicable Products shall terminate immediately upon the occurrence of: (i) an Insolvency Event; or (ii) any failure by Customer to pay an invoice in accordance with this Section III.

(c) Redesign's pricing for Products is exclusive of applicable Taxes. Customer will pay for, and shall indemnify, defend, and hold Redesign, its Affiliates, and its and their directors, officers, employees, and agents harmless from any loss of any kind, cost, damage, or expense, including attorneys' fees and expenses, arising from any applicable Taxes. Customer must claim any exemption from such Taxes, fees, or charges at the time of purchase and provide Redesign with any necessary supporting documentation.

(d) In the event of a default in the payment of an invoice, Customer will be responsible for all of Redesign's costs of collection, including court costs, filing fees, and attorneys' fees.

(e) Customer shall make all payments under each Order without withholding or deduction of, or in respect of, any Tax unless required by applicable Law. If any such withholding or deduction is required, Customer shall pay to Redesign such additional amount as will ensure that Redesign receives the same total amount that it would have received if no such withholding or deduction had been required.

(f) In the event of a payment default, Redesign reserves the right to suspend delivery of, and access to, the applicable Products. Redesign's right to suspend under this Section is in addition to Redesign's right to terminate this Agreement.

(g) Payment Disputes. If Customer disputes any invoiced amount, Customer shall: (i) pay all undisputed amounts by the applicable due date; (ii) deliver to Redesign, within fifteen (15) days after the invoice date, a written notice identifying the disputed amount and the specific basis for the dispute; and (iii) work in good faith with Redesign to resolve the dispute within fifteen (15) days after Redesign receives the dispute notice. Customer's failure to deliver a timely written dispute notice constitutes acceptance of the invoice. A payment dispute does not relieve Customer of its obligation to pay undisputed amounts when due.

(h) Acceleration. Upon the occurrence of any of the following, all remaining unpaid amounts under any outstanding Order shall become immediately due and payable without further notice or demand: (i) an Insolvency Event occurs with respect to Customer; (ii) Customer fails to pay any amount due under any Order within thirty (30) days after written notice from Redesign that such amount is past due; or (iii) Customer's material breach of any applicable Third Party Supplier terms results in the Third Party Supplier's termination or suspension of the applicable Third-Party Offerings, where such breach is not caused by Redesign.

(i) Credit Expiration. Any credit issued by Redesign to Customer for any reason will expire and be forfeited if not applied within two (2) years from the date the credit is issued.

IV. Warranties

(a) REDESIGN SHALL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY SUPPLIERS IDENTIFIED OR REFERRED TO CUSTOMER BY REDESIGN IN THIS AGREEMENT OR OTHERWISE.

(b) EXCEPT AS SET FORTH HEREIN, IN APPLICABLE PRODUCT-SPECIFIC TERMS FOR A REDESIGN PRODUCT, OR IN AN APPLICABLE ORDER, AND SUBJECT TO APPLICABLE LAW, REDESIGN MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS, AND COVENANTS, EITHER EXPRESS OR IMPLIED, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, OR ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE, ARISING OUT OF, OR RELATED TO, THE PRODUCTS OR THEIR PERFORMANCE OR NON-PERFORMANCE.

(c) CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF REDESIGN OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT, THE APPLICABLE ORDER, OR APPLICABLE PRODUCT-SPECIFIC TERMS EXPRESSLY INCORPORATED INTO THE ORDER.

(d) Redesign makes no warranties to Customer and Customer hereby acknowledges that Redesign makes no warranties in regard to the applicability of all Laws affecting, without limitation, the manufacture, performance, sale, packaging, labelling, use, operation, deployment, export, import, configuration, or compliance of the Products which are in force within Customer's territory, industry, use case, or any part of it ("Local Regulations"). Customer must satisfy itself that Products comply with the Local Regulations in force from time to time.

(e) Redesign does not warrant that Products or Documentation will be suitable for High-Risk Use, compliant with Customer's industry-specific requirements, or sufficient for Customer's legal, regulatory, operational, security, safety, availability, performance, or business requirements.

V. Confidential Information

(a) Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement. In the event that the Parties have executed a separate Mutual Non-Disclosure Agreement (the "MNDA"), that MNDA will take precedence over this Section.

(b) Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the termination of this Agreement and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted: (i) to a Party's personnel, including personnel employed by such Party's Affiliates, and subcontractors with a need to know such Confidential Information in connection with the performance of this Agreement, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement; and (ii) to a Party's business, legal, and financial advisors, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

(c) If a receiving Party is required by law, rule, or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, to the extent legally permitted, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

VI. Indemnification

(a) Customer shall indemnify, defend, and hold harmless Redesign and its Affiliates from and against any Losses arising from any Claim to the extent resulting from: (i) Customer's breach of this Agreement; (ii) Customer's violation of applicable Laws, including export control laws; (iii) Customer's misuse of any Products; (iv) Customer's use of Products for High-Risk Use; (v) Customer's breach of Third Party Supplier terms; (vi) Customer's use of Third-Party Offerings; or (vii) Customer's failure to obtain required rights, consents, notices, permissions, or legal bases for data, systems, software, or materials provided to or accessed by Redesign in connection with Products.

(b) Subject to the exclusions, procedures, remedies, and limitations of liability in this Agreement, Redesign shall defend Customer against any third-party Claim alleging that a Redesign Product or Redesign Application, as provided by Redesign and used by Customer in accordance with this Agreement, the applicable Order, applicable product-specific terms, and Documentation, infringes a United States patent, copyright, or trade secret, and shall pay damages finally awarded against Customer or amounts approved by Redesign in settlement.

(c) Redesign has no obligation under Section VI(b) for any Claim arising from or relating to: (i) Customer data, Customer systems, Customer specifications, Customer instructions, Customer configurations, prompts, workflows, or requirements; (ii) Third-Party Offerings, Third Party Supplier products, Third-Party Models, open source software, or third-party materials; (iii) use with software, hardware, systems, models, data, or services not provided by Redesign; (iv) modifications not made by Redesign; (v) use after Redesign provides a non-infringing workaround, update, replacement, or instruction to stop use; (vi) use outside the licensed scope, applicable Order, Documentation, or entitlements; (vii) Customer's breach of this Agreement or applicable product-specific terms; or (viii) Output.

(d) If a Redesign Product or Redesign Application becomes, or Redesign reasonably believes may become, subject to an infringement Claim, Redesign may, at its option: (i) procure the right for Customer to continue using the affected functionality; (ii) modify the affected functionality so it is non-infringing; (iii) replace the affected functionality with substantially similar non-infringing functionality; or (iv) terminate the affected subscription, license, or Order and refund prepaid unused fees for the affected functionality. This Section VI states Customer's sole and exclusive remedy, and Redesign's entire liability, for infringement, misappropriation, or similar intellectual property Claims.

(e) Redesign's obligations under Section VI(b) are conditioned on Customer: (i) promptly notifying Redesign in writing of the Claim; (ii) giving Redesign sole control of the defense and settlement of the Claim; (iii) not making any admission, settlement offer, or prejudicial statement without Redesign's prior written consent; and (iv) providing reasonable cooperation at Redesign's expense. Redesign will not settle any Claim in a manner that admits fault by Customer or imposes non-monetary obligations on Customer without Customer's prior written consent, not to be unreasonably withheld.

(f) The indemnifying party's obligations under this Section are subject to the limitations set forth in Section VII.

VII. Limitation of Liability

(a) To the maximum extent permitted by applicable law, neither Party, nor its Affiliates, suppliers, subcontractors, or agents, will be liable for any loss of profits, loss of time, loss of sales or turnover, loss of use, loss or damage to reputation, business, revenues, or savings, loss, damage, or corruption of data or software, system downtime, computer failure or malfunction, or any incidental, consequential, indirect, statutory, special, exemplary, or punitive damages, whether based on contract, tort, strict liability, statute, or any other theory, even if advised of the possibility of such damages or if such damages were reasonably foreseeable.

(b) Liability Cap. Except for (i) Customer’s payment obligations, (ii) Customer’s obligations under Section III(c) for Taxes, (iii) either Party’s infringement or misappropriation of the other Party’s Intellectual Property Rights, and (iv) either Party’s liability for death, bodily injury, or damage to tangible personal property caused by that Party’s gross negligence or willful misconduct, each Party’s and its Affiliates’ aggregate liability arising out of or related to this Agreement or any Order, including Redesign’s indemnity obligations under Section VI(b), will not exceed $10,000 in the aggregate. For clarity, all confidentiality, privacy, data security, and indemnification claims are subject to the foregoing cap, except that any Security Breach, as defined in the DPA, or claim arising from Redesign’s processing of Personal Data on behalf of Customer is governed by, and subject to, the Data Security Cap in the DPA, which controls and supersedes the cap in this Section VII(b) for such claims.

(c) CUSTOMER ACKNOWLEDGES AND AGREES THAT REDESIGN WOULD NOT ENTER INTO THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CUSTOMER BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE PRODUCTS IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

VIII. Termination

(a) Termination for Breach. Either Party may terminate this Agreement at any time in the event of a breach by the other Party of a material covenant, commitment, or obligation under this Agreement that remains uncured: (i) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (ii) in the event of a non-monetary breach, after thirty (30) days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice

period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

(b) Insolvency. Redesign shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of an Insolvency Event with respect to Customer.

(c) Obligations upon Termination. Upon termination, all rights and obligations of the parties will automatically terminate except for any right of action occurring prior to termination, payment obligations, and obligations that expressly or by implication survive termination.

(d) Termination or expiration of this Agreement will not terminate or affect any Order placed before the effective date of termination. Each outstanding Order will remain in full force and effect, governed by these Terms and Conditions, until completed or separately terminated in accordance with its terms. Termination or expiration of this Agreement or any Order will not relieve Customer of its obligation to pay all amounts due or that become due under any outstanding Order, including amounts for non-cancellable or non-refundable Third-Party Offerings and any accelerated amounts under Section III(h).

(e) Change of Control. In the event of a change of control of Customer, meaning the acquisition by any person or group of more than fifty percent (50%) of Customer's voting equity interests, or the sale of all or substantially all of Customer's assets, Customer shall provide Redesign with written notice within fifteen (15) days of the closing of such transaction. If the surviving or acquiring entity does not, within thirty (30) days of closing, deliver to Redesign a written assumption of all of Customer's obligations under any outstanding Order in form and substance reasonably satisfactory to Redesign, Redesign may, at its option, declare all remaining amounts under any outstanding Order immediately due and payable.

IX. Miscellaneous

(a) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

(b) Authority. It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

(c) Order Amendments. Any change to the Product quantities, delivery location, or transaction-specific pricing stated in an accepted Order must be agreed by Redesign in writing, except as otherwise provided in this Agreement or the applicable Order.

(d) Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will survive and be construed in a manner consistent with the intent of this Agreement.

(e) Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

(f) Waiver. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver may be binding unless executed in writing by the Party making the waiver.

(g) Order of Precedence. In the event of conflict among the documents governing the Products, the following order of precedence applies:

(i) the applicable Order, but only with respect to Product descriptions, quantities, pricing, delivery locations, shipment details, subscription terms, and other transaction-specific commercial terms, and only to the extent the Order expressly identifies the provision being modified and states that the modification is intended to amend these Terms and Conditions;

(ii) the DPA, solely with respect to Redesign's processing of Personal Data on behalf of Customer;

(iii) the applicable product-specific Redesign terms or Redesign Technology Terms, solely with respect to the applicable Redesign Product, Redesign Application, or Unified Portal functionality;

(iv) these Terms and Conditions; and

(v) Documentation, solely for technical, administrative, and usage instructions.

No Order will modify, limit, or supersede Sections III, IV, VI, VII, VIII, or IX of these Terms and Conditions unless the Order expressly identifies the specific provision being modified and states that the modification is intended to amend these Terms and

Conditions. In the event of conflict between these Terms and Conditions and any Third Party Supplier terms, these Terms and Conditions control as between Redesign and Customer. Third Party Supplier terms govern only Customer's use of the applicable Third-Party Offering and do not modify, limit, or expand the rights or obligations between Redesign and Customer unless Redesign expressly agrees in writing.

(h) Escalation and Dispute Resolution.

(i) Escalation. Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, Intellectual Property Rights, or payment disputes (a "Dispute"), will first be addressed through the following process, which either Party may start by delivering written notice to the other Party describing the Dispute and the amount involved. If the Dispute remains unresolved three (3) business days after receipt of such notice, each Party shall designate a representative and a senior manager in writing, and the designated representatives shall meet at a mutually agreed time and place and use commercially reasonable efforts to resolve the Dispute on a confidential basis. If the Dispute remains unresolved three (3) business days after such meeting, either Party may escalate it to the other Party's senior manager. If the senior managers cannot resolve the Dispute within three (3) business days after such escalation, either Party may proceed under Section IX(h)(ii).

(ii) Arbitration. Any Dispute not resolved through the escalation procedure in Section IX(h)(i), including any claim relating to the existence, validity, interpretation, performance, termination, or breach of this Agreement, shall be finally settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. The arbitration will be conducted in English before one (1) arbitrator, seated in Delaware or another location mutually agreed by the Parties. The arbitrator will not have authority to award punitive or exemplary damages. Each Party will bear its own expenses and share equally the fees of the arbitrator and the AAA. The arbitral award will be final and binding, and judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding any other provision of this Agreement, this arbitration agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1–16).

(iii) Court Proceedings. Notwithstanding Section IX(h)(ii): (A) all matters pertaining to the collection of amounts due to Redesign; and (B) claims for preliminary or injunctive relief, other pre-judgment remedies, or the protection of Intellectual Property Rights or Confidential Information, may be brought in a state or federal court of competent jurisdiction located in Delaware, and both Parties consent to the personal jurisdiction and venue of such courts.

(iv) Period for Bringing Claims. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. Failure to bring such a claim within such period shall forever bar the claim.

(v) Attorneys' Fees. In any Dispute resolved through arbitration or litigation, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief awarded.

(vi) General. Customer and Redesign are solely obligated to address and resolve all disputes associated with this Agreement, including any damages or injuries to Customer's Affiliates. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

(i) Cooperation. Redesign shall use reasonable endeavors to provide such cooperation as may be reasonably required by any Third Party Supplier(s) of Products to Customer so as to ensure that all Products can be provided to Customer in a coordinated, effective, and timely manner. Redesign shall be entitled to charge Customer its reasonable pre-approved costs, such approval not to be unreasonably withheld or delayed, of complying with this Section.

(j) Headings; Construction. The headings and captions in this Agreement are for convenience only and do not define, limit, or extend the scope or intent of any provision. Any ambiguity in this Agreement will not be construed against either Party based on authorship.

(k) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The relationship between Redesign and Customer is that of independent contractors and not that of employer/employee, agency, partnership, or joint venture.

(l) Assignment. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Redesign. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns. Redesign may assign or otherwise transfer its rights, interests, and obligations under this Agreement without Customer's consent in the event of a change in control of 50% or more of the equity of Redesign, the sale of substantially all the assets of Redesign, or the restructuring or reorganization of Redesign or its affiliate entities.

(m) Publicity. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance, shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party. Notwithstanding the foregoing, Customer hereby grants Redesign the right to reference Customer's name and industry in Redesign's marketing literature, website, and correspondence to potential clients, solely to identify Customer as a client of Redesign for marketing purposes.

(n) Third Party Beneficiaries. Nothing in this Agreement is intended or will be construed to confer upon any person other than the Parties hereto, their respective successors, and permitted assigns any rights, benefits, or remedies of any kind or character whatsoever. Except as expressly stated in this Agreement, the Parties do not intend that any term of this Agreement shall be enforceable by any third party.

(o) Affiliates. From time to time, subject to credit approval, an Affiliate of Customer may purchase Products by placing an Order with Redesign. In doing so, an Affiliate agrees to be bound by this Agreement and will be considered "Customer" for purposes of that transaction. Any Affiliate that places an Order is liable for its own obligations. Affiliates may not amend, modify, or change the terms of this Agreement.

(p) Notice. Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail, or the first (1st) day after such notice is sent by courier or email. Notices to Redesign shall be sent to: The Drala Project, Inc. dba The Redesign Group, 222 N Pacific Coast Hwy, Floor 10, El Segundo, CA 90245, Attention: Legal Department.

(q) Anti-Corruption. Redesign and Customer each agree that in connection with this Agreement, they will each respectively comply with all applicable anti-bribery and anti-corruption laws and regulations, including the US Foreign Corrupt Practices Act 1977, the UK Bribery Act 2010, and the Canadian Corruption of Foreign Public Officials Act.

(r) Compliance with Laws. Each Party warrants and agrees that it will comply with all Laws applicable to such Party in its performance of its obligations under this Agreement. For the avoidance of doubt, Redesign is not responsible for complying with the Laws applicable to Customer or Customer's industry. Customer shall comply with all Laws applicable to Customer or in Customer's industry.

(s) Force Majeure. Redesign shall not be liable for any loss or damage suffered or incurred by Customer arising from Redesign's delay or failure to fulfill or otherwise discharge any of its obligations under this Agreement where such delay or failure is caused by a Force Majeure Event, an industrial dispute affecting Redesign's ability to perform, or any non-performance of Customer's obligations. Any Party whose performance is so affected shall give written notice to the other Party describing the affected performance. If the delay caused by the Force Majeure Event lasts for a period of more than thirty (30) days, either Party may serve thirty (30) days' written notice of termination on the other Party with respect only to the portion of the Agreement relating to the affected performance. For the avoidance of doubt, Customer's payment obligations are not excused by a Force Majeure Event.

(t) Personal Data. If Redesign processes any Personal Data on behalf of Customer in connection with the Products, the DPA available at https://www.redesign-group.com/legal will apply to such processing and is incorporated into this Agreement by reference. The DPA does not apply to Personal Data processed by Third-Party Offerings or Third Party Suppliers except to the extent Redesign itself processes such Personal Data on behalf of Customer as a processor or service provider.

(u) No False Statements. Neither Party shall knowingly make any false statement of fact about the other Party with the intent to materially harm the other Party's business reputation. This Section does not restrict either Party from exercising its rights under this Agreement, complying with legal obligations, responding truthfully to legal process, reporting or disclosing information to governmental authorities, or making truthful statements in the ordinary course of business.