redesign

Services Terms and Conditions

Version Date: September 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY SIGNING A STATEMENT OF WORK, ACCEPTING A QUOTE, PLACING AN ORDER, OR ENGAGING THE DRALA PROJECT, INC. DBA THE REDESIGN GROUP ("REDESIGN") TO PROVIDE SERVICES, THE ENTITY IDENTIFIED AS THE CUSTOMER ("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, PORTAL TERMS, PROCUREMENT TERMS, SECURITY TERMS, OR VENDOR ONBOARDING TERMS, 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, ANY STATEMENT OF WORK, OR ANY INVOICE.

THIS AGREEMENT IS EFFECTIVE AS OF THE DATE CUSTOMER SIGNS OR ACCEPTS AN ORDER OR STATEMENT OF WORK, OR OTHERWISE ENGAGES REDESIGN TO PROVIDE SERVICES (THE "EFFECTIVE DATE"). ANY CAPITALIZED TERMS IN AN ORDER OR STATEMENT OF WORK NOT DIRECTLY DEFINED ARE REFERRED TO IN THESE TERMS AND CONDITIONS. BY SIGNING OR ACCEPTING AN ORDER OR STATEMENT OF WORK, CUSTOMER ACKNOWLEDGES THAT IT HAS READ AND AGREES TO THESE TERMS AND CONDITIONS, WHICH ARE INCORPORATED AS IF FULLY SET FORTH IN SUCH ORDER OR STATEMENT OF WORK. 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 OR STATEMENT OF WORK.

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 OR STATEMENT OF WORK EXPRESSLY INCORPORATES A PRIOR VERSION OF THESE TERMS AND CONDITIONS BY VERSION DATE, THE VERSION POSTED AT THE TIME REDESIGN ACCEPTS THE APPLICABLE ORDER OR STATEMENT OF WORK WILL GOVERN THAT ORDER OR STATEMENT OF WORK. FOR MANAGED SERVICES, SUPPORT SERVICES, RECURRING SERVICES, SUBSCRIPTIONS, CONTINUING SERVICES, AND OTHER ONGOING OFFERINGS, UPDATED TERMS AND CONDITIONS WILL APPLY PROSPECTIVELY BEGINNING ON THE EARLIER OF: (A) THE NEXT RENEWAL, EXTENSION, EXPANSION, OR MODIFICATION OF THE APPLICABLE ORDER OR STATEMENT OF WORK; (B) CUSTOMER'S CONTINUED USE OF OR ACCESS TO THE APPLICABLE SERVICES 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 SCOPE, PRICE, OR DELIVERY TERMS OF SERVICES ALREADY PERFORMED, UNLESS REDESIGN AND CUSTOMER AGREE OTHERWISE IN WRITING OR THE APPLICABLE ORDER OR STATEMENT OF WORK EXPRESSLY PERMITS SUCH CHANGE. CUSTOMER'S CONTINUED USE OF OR ACCESS TO THE APPLICABLE SERVICES 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) "Change Order" means a written change order, amendment, revised statement of work, or other written modification signed or accepted by Redesign that modifies the scope, timing, fees, assumptions, deliverables, or other terms of an Order or Statement of Work.

(c) "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.

(d) "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, Statement of Work 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.

(e) "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.

(f) "Customer Materials" means data, content, systems, software, information, documents, files, credentials, access rights, hardware, equipment, environments, configurations, instructions, specifications, requirements, policies, procedures, personnel, approvals, and other materials, assets, or resources provided, made available, controlled, or directed by Customer in connection with the Services.

(g) "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.

(h) "Deliverables" means work product, reports, documentation, configurations, designs, diagrams, recommendations, templates, scripts, code, materials, or other deliverables expressly identified as deliverables in an applicable Order or Statement of Work, excluding Redesign Tools, Redesign Configurations, Redesign Products, Third-Party Offerings, and Third-Party Materials.

(i) "Dispute" means any dispute, controversy, or Claim, including situations or circumstances in which the Parties are required to mutually agree on additions, deletions, or changes to terms, conditions, scope, timing, or pricing, arising out of or relating to this Agreement.

(j) "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 the Services, Deliverables, Redesign Products, Redesign Applications, Third-Party Offerings, or related technology.

(k) "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.

(l) "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.

(m) "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.

(n) "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.

(o) "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.

(p) "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.

(q) "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.

(r) "Managed Services" means recurring or ongoing Services, support, monitoring, administration, management, maintenance, security, operational, helpdesk, lifecycle, or other managed services provided by Redesign under an applicable Order or Statement of Work.

(s) "Order" means any statement of work, order form, quote, purchase order, work order, managed services order, or other ordering document, in electronic or written form, issued or created under this Agreement for Services. Purchase orders issued by Customer are for administrative purposes only and are not binding on Redesign until accepted.

(t) "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.

(u) "Redesign Configurations" means configurations, scripts, templates, workflows, automations, prompts, settings, and similar technical work product implemented or made available by Redesign.

(v) "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.

(w) "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.

(x) "Redesign Tools" means any tools, utilities, methods, processes, know-how, templates, scripts, libraries, software, code, workflows, automations, prompts, documentation, configurations, models, algorithms, connectors, diagnostics, monitoring tools, frameworks, checklists, forms, or other technology or materials owned, licensed, developed, or used by Redesign in providing the Services, including improvements and derivatives thereof.

(y) "Services" means the professional services, managed services, implementation services, support services, consulting services, staff augmentation, advisory services, assessments, configuration, deployment, integration, migration, monitoring, maintenance, support, troubleshooting, lifecycle services, project management, training, or other services provided or made available by Redesign under an applicable Order or Statement of Work.

(z) "Statement of Work" or "SOW" means a statement of work, work order, managed services agreement, support order, implementation order, project order, or similar ordering document that identifies Services to be provided by Redesign.

(aa) "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 Services, except taxes on or measured by the net income of Redesign.

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

(cc) "Third-Party Materials" means third-party software, data, tools, documentation, code, content, models, services, APIs, components, hardware, equipment, systems, platforms, open source software, or other materials not owned or controlled by Redesign.

(dd) "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, manages, supports, implements, integrates, or otherwise arranges for Customer from a Third Party Supplier.

II. Services

(a) Subject to the terms of this Agreement, Redesign may provide Services for Customer as described in the applicable Order or Statement of Work. Redesign will perform the Services in a professional and workmanlike manner using personnel with appropriate skills and experience for the Services.

(b) The scope of Services will be limited to the Services expressly stated in the applicable Order or Statement of Work. Services, Deliverables, assumptions, exclusions, timelines, dependencies, fees, responsibilities, and acceptance criteria will be determined solely by the applicable Order or Statement of Work and this Agreement.

(c) Unless expressly stated in the applicable Order or Statement of Work, Redesign has no obligation to provide services, deliverables, support, maintenance, remediation, monitoring, incident response, managed services, onsite services, after-hours services, documentation, reports, warranties, service levels, service credits, or other commitments not expressly included in the applicable Order or Statement of Work.

(d) Any dates, milestones, schedules, or timelines are estimates only unless expressly stated as binding in the applicable Order or Statement of Work. Redesign is not responsible for delays caused by Customer, Customer personnel, Customer Materials, Customer Systems, Third-Party Offerings, Third Party Suppliers, Force Majeure Events, or circumstances outside Redesign's reasonable control.

(e) Redesign may perform Services remotely or onsite, as determined by Redesign unless the applicable Order or Statement of Work expressly requires a specific delivery method. Customer will provide Redesign timely and safe access to Customer facilities, systems, personnel, tools, documentation, information, and other resources reasonably required for Redesign to perform the Services.

(f) Customer is responsible for Customer Materials, including their accuracy, completeness, legality, suitability, security, licensing, and availability. Redesign may rely on Customer Materials without independent verification. Redesign is not responsible for errors, delays, failures, rework, increased costs, security incidents, data loss, or other issues caused by inaccurate, incomplete, unavailable, defective, unlicensed, insecure, or unlawful Customer Materials.

(g) Customer will designate knowledgeable personnel with authority to provide instructions, approvals, access, decisions, and information necessary for Redesign to perform the Services. Customer's failure to timely provide required cooperation, access, approvals, instructions, information, or Customer Materials may result in delay, additional fees, schedule changes, or suspension of Services.

(h) Services may require access to Customer Systems, including networks, devices, applications, cloud environments, data repositories, identity systems, security systems, ERP systems, MES systems, operational technology systems, and production systems. Customer is responsible for identifying critical systems, regulated systems, production systems, change-control requirements, access restrictions, maintenance windows, backup requirements, and security requirements before Redesign begins the applicable Services.

(i) Redesign may recommend, configure, implement, support, integrate, or manage Third-Party Offerings in connection with the Services. Customer acknowledges that Third-Party Offerings are provided by Third Party Suppliers and are subject to the applicable Third Party Supplier terms. Redesign is not responsible for Third-Party Offerings, including their performance, availability, support, security, data processing, privacy, warranties, defects, infringement, suspension, termination, changes, or acts or omissions of Third Party Suppliers.

(j) Redesign may provide Services involving Redesign Products, Redesign Applications, or Unified Portal functionality. Such Services and Customer's access to or use of the applicable Redesign Product, Redesign Application, or Unified Portal functionality are subject to any applicable 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.

(k) Customer shall not use, and shall not permit any third party to use, any Services, Deliverables, Redesign Products, Redesign Applications, or Third-Party Offerings 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.

III. Change Control

(a) Redesign is not obligated to perform any services outside the scope of the applicable Order or Statement of Work unless Redesign accepts a Change Order.

(b) Either Party may request changes to the scope, timing, fees, assumptions, dependencies, or Deliverables under an Order or Statement of Work. Redesign may condition any requested change on a Change Order, revised quote, revised schedule, additional fees, or other modified terms.

(c) Redesign may treat any Customer request, delay, incomplete dependency, unavailable access, change to Customer Systems, change to Customer Materials, change in assumptions, third-party delay, or newly discovered condition as requiring a Change Order if it affects scope, timing, cost, risk, or required resources.

(d) Redesign has no obligation to continue performing affected Services until the Parties agree on a Change Order if Redesign reasonably determines that proceeding without a Change Order would materially affect scope, timing, cost, risk, personnel, or assumptions.

IV. Deliverables and Acceptance

(a) Redesign will provide the Deliverables expressly identified in the applicable Order or Statement of Work.

(b) Unless different acceptance criteria are expressly stated in the applicable Order or Statement of Work, Deliverables will be deemed accepted upon the earliest of: (i) Customer's written acceptance; (ii) Customer's production use, business use, or reliance on the Deliverable; (iii) Customer's failure to provide a written rejection notice describing the specific nonconformity within five (5) business days after delivery; or (iv) completion of the Services to which the Deliverable relates.

(c) Customer may reject a Deliverable only if it materially fails to conform to the applicable Order or Statement of Work. Redesign's sole obligation, and Customer's sole remedy, for a rejected Deliverable is for Redesign to use commercially reasonable efforts to correct the nonconformity.

(d) Redesign is not responsible for nonconformities caused by Customer Materials, Customer Systems, Third-Party Offerings, Customer instructions, unauthorized modifications, use outside the scope of the applicable Order or Statement of Work, or Customer's failure to follow Documentation or Redesign instructions.

V. Managed Services and Support

(a) Managed Services, support, monitoring, maintenance, incident response, lifecycle services, service desk, security operations, patching, backup, disaster recovery, and other recurring or operational services are provided only if expressly included in an applicable Order or Statement of Work.

(b) Service levels, response times, resolution targets, availability commitments, service credits, escalation procedures, maintenance windows, and support hours apply only if expressly stated in the applicable Order or Statement of Work.

(c) Unless expressly stated in an applicable Order or Statement of Work, Redesign does not provide uptime, availability, response time, resolution time, service level, service credit, backup, disaster recovery, business continuity, incident response, or security monitoring commitments.

(d) Customer remains responsible for its business continuity, disaster recovery, backups, restoration, failover, data retention, system administration, endpoint security, network security, identity management, access controls, licensing, vendor management, regulatory compliance, and other operational responsibilities except to the extent expressly assumed by Redesign in an applicable Order or Statement of Work.

(e) Redesign may suspend or modify Managed Services, support, monitoring, maintenance, or other Services if Customer fails to maintain required prerequisites, required access, required licenses, required connectivity, required security controls, required documentation, payment status, or other dependencies stated in the applicable Order or Statement of Work.

(f) Rate Adjustments. For Managed Services or other recurring Services with a term exceeding twelve (12) months, Redesign may increase its rates and recurring fees no more than once in any twelve (12) month period, effective upon renewal or upon thirty (30) days' prior written notice, by the greater of (i) three percent (3%) or (ii) the percentage increase in the U.S. Consumer Price Index for

All Urban Consumers (CPI-U, U.S. City Average) over the preceding twelve (12) months. Increases attributable to Third Party Supplier price changes, increased usage or volume, or expanded scope may be passed through as incurred.

VI. Customer Systems, Security, and Data

(a) Customer is responsible for Customer Systems, including their security, availability, performance, configuration, backups, data integrity, licensing, user access, permissions, change management, regulatory requirements, and all dependencies required for Redesign to provide the Services.

(b) Customer shall not provide Redesign access to Sensitive Data, regulated data, protected health information, cardholder data, classified information, controlled unclassified information, export-controlled data, biometric data, children's data, or other restricted data unless expressly identified in the applicable Order, Statement of Work, DPA, BAA, or other written agreement, together with any additional safeguards required for such processing.

(c) If Redesign processes Personal Data on behalf of Customer in connection with the Services, the DPA located at https://www.redesign-group.com/legal applies 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.

(d) Customer is responsible for obtaining all rights, consents, notices, permissions, licenses, and legal bases necessary for Redesign to access, use, process, transmit, store, copy, modify, configure, support, manage, or otherwise interact with Customer Materials, Customer Systems, Customer data, third-party software, third-party systems, and Third-Party Offerings in connection with the Services.

(e) Redesign may collect and use logs, metadata, usage data, performance data, diagnostic data, telemetry, entitlement data, and system information relating to the Services to provide, secure, support, maintain, troubleshoot, improve, and administer the Services, subject to the DPA where such data includes Personal Data processed by Redesign on behalf of Customer.

(f) Customer acknowledges that Services involving data ingestion, file discovery, indexing, analysis, transfer, integrations, connectors, workflows, automation, AI-enabled processing, security monitoring, or GRC reporting may depend on Customer Systems, third-party APIs, authentication, credentials, permissions, rate limits, schemas, network connectivity, source-system availability, and Customer configuration. Redesign is not responsible for failures, delays, stale data, incomplete syncs, schema drift, data duplication, data loss, interrupted workflows, or failed transfers caused by those dependencies unless expressly stated otherwise in the applicable Order or Statement of Work.

(g) Where Redesign designs or configures data ingestion pipelines for Customer's production systems, including ERP, MES, manufacturing, operational technology, or other critical systems, Redesign will use commercially reasonable efforts to design such pipelines to avoid material adverse impact on production system performance. Customer acknowledges that performance depends on Customer Systems, configurations, network conditions, source-system limitations, permissions, API limits, maintenance windows, data volumes, data formats, third-party limits, and Customer-approved access methods. Unless expressly stated in an applicable Order or Statement of Work, Redesign does not warrant uninterrupted, latency-free, or performance-neutral operation of Customer Systems.

(h) Data; Backups. Customer is solely responsible for backing up and protecting Customer Materials, Customer data, and Customer Systems 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 Services, except to the extent expressly assumed by Redesign in an applicable Order or Statement of Work or as set forth in the DPA with respect to Personal Data.

VII. Third-Party Offerings

(a) Redesign may resell, procure, implement, configure, support, manage, integrate, or otherwise arrange for Customer's use of Third-Party Offerings in connection with the Services. Customer acknowledges that Redesign is acting as a reseller, channel partner, procurement provider, intermediary, implementer, or service provider with respect to such Third-Party Offerings and that Customer's rights to use such offerings are limited to the rights granted by the applicable Third Party Supplier.

(b) 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. Customer agrees to comply with such terms.

(c) 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.

(d) 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.

(e) Customer waives and releases any Claim against Redesign and its Affiliates arising from or relating to any Third-Party Offering, including any Claim based on product liability, infringement, alleged infringement, performance, availability, warranty, support, suspension, termination, data loss, privacy, data processing, security, or any other act or omission of the applicable Third Party Supplier, except to the extent caused by Redesign's fraud or willful misconduct.

VIII. Payment

(a) Redesign shall issue invoices 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 or Statement of Work within thirty (30) days of the date of the invoice. 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) Fees are exclusive of 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.

(c) 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.

(d) Customer shall make all payments under each Order or Statement of Work 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.

(e) In the event of a payment default, Redesign reserves the right to suspend Services, Deliverables, access, support, maintenance, Managed Services, Redesign Products, Redesign Applications, Third-Party Offerings, cloud services, or related functionality. Redesign's right to suspend under this Section is in addition to Redesign's right to terminate this Agreement.

(f) 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.

(g) Acceleration. Upon the occurrence of any of the following, all remaining unpaid amounts under any outstanding Order or Statement of Work 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 or Statement of Work within thirty (30) days after written notice from Redesign that such amount is past due; or (iii) Customer's material breach of 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.

(h) Unless expressly stated otherwise in the applicable Order or Statement of Work, recurring Services, Managed Services, subscriptions, support, maintenance, retainers, committed hours, and other committed-term services are non-cancellable during the applicable term, and all fees for the full term are non-refundable and remain payable. Termination, suspension, non-use, service reduction, decommissioning of systems, transition to another provider, or discontinuance of Customer's use does not relieve Customer of its obligation to pay all fees due for the full term.

(i) Expenses; Estimates. Unless the applicable Order or Statement of Work states otherwise, for Services performed on a time-and-materials basis, Customer will reimburse Redesign's reasonable out-of-pocket expenses, including travel, lodging, and per diem, incurred in performing the Services. Any estimate of hours, fees, duration, or expenses is for planning purposes only and is not a fixed price or a not-to-exceed amount unless expressly stated as such in the applicable Order or Statement of Work.

IX. Warranties and Disclaimers

(a) Redesign warrants that it will perform professional services in a professional and workmanlike manner. Customer's sole remedy for breach of this warranty is for Redesign, at its option, to use commercially reasonable efforts to reperform the nonconforming Services or refund the fees paid for the nonconforming Services.

(b) Any warranty claim must be made in writing within thirty (30) days after performance of the applicable Services. Failure to provide timely written notice constitutes acceptance of the Services and waiver of the warranty claim.

(c) The warranty in Section IX(a) does not apply to nonconformities caused by Customer Materials, Customer Systems, Third-Party Offerings, Customer instructions, changes not made by Redesign, use outside the scope of the applicable Order or Statement of Work, Customer's failure to follow Documentation or Redesign instructions, or circumstances outside Redesign's reasonable control.

(d) EXCEPT AS SET FORTH HEREIN, IN APPLICABLE PRODUCT-SPECIFIC TERMS, OR IN AN APPLICABLE ORDER OR STATEMENT OF WORK, 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 SERVICES OR THEIR PERFORMANCE OR NON-PERFORMANCE.

(e) 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, STATEMENT OF WORK, OR APPLICABLE PRODUCT-SPECIFIC TERMS EXPRESSLY INCORPORATED INTO THE ORDER OR STATEMENT OF WORK.

(f) Redesign does not warrant that Services, Deliverables, Redesign Products, Redesign Applications, Third-Party Offerings, software, SaaS, cloud services, subscriptions, support, maintenance, service entitlements, documentation, recommendations, reports, configurations, or related functionality 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.

(g) Redesign does not provide legal, audit, accounting, tax, certification, attestation, regulatory, compliance, financial, medical, or other professional advice unless expressly stated in an applicable Order or Statement of Work and authorized by Redesign in writing.

(h) No Guaranteed Outcomes. Redesign does not warrant or guarantee any specific result, outcome, benefit, cost saving, performance level, security posture, prevention or detection of security incidents or threats, uptime, regulatory or audit result, or compliance outcome from the Services or Deliverables. Assessments, recommendations, reports, and advisory Deliverables are provided for Customer's evaluation and decision-making. Customer is responsible for reviewing, validating, and determining whether and how to implement them, and Redesign is not liable for Customer's decision to implement or not implement any recommendation or for conclusions Customer draws from the Services or Deliverables.

X. Intellectual Property

(a) As between the Parties, Customer retains all right, title, and interest in and to Customer Materials.

(b) As between the Parties, Redesign and its licensors retain all right, title, and interest in and to Redesign Tools, Redesign Configurations, Redesign Products, Redesign Applications, Third-Party Materials licensed to Redesign, methods, processes, know-how, templates, scripts, software, workflows, automations, prompts, documentation, models, algorithms, connectors, diagnostics, monitoring tools, frameworks, checklists, forms, and other Redesign-owned or Redesign-licensed technology and materials, including improvements and derivatives thereof.

(c) To the extent Deliverables are expressly identified in an Order or Statement of Work and are created by Redesign specifically for Customer, Redesign grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Deliverables solely for Customer's internal business purposes in connection with the applicable Services, subject to Customer's payment of all applicable fees and compliance with the Agreement. No ownership rights are transferred unless the applicable Order or Statement of Work expressly states that ownership transfers to Customer.

(d) 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 Tools, Redesign Configurations, Redesign Product, Redesign Application, or Redesign-owned technology except to the extent expressly permitted in writing by Redesign or prohibited from restriction by applicable Law.

(e) Customer grants Redesign a non-exclusive, worldwide, royalty-free license to access, use, reproduce, modify, process, transmit, store, and create derivative works of Customer Materials as necessary to provide the Services, perform under the Agreement, comply with applicable Law, and enforce Redesign's rights.

(f) Customer grants Redesign a perpetual, irrevocable, worldwide, royalty-free right to use, incorporate, and commercialize feedback, suggestions, enhancement requests, recommendations, and similar information relating to Redesign's services, products, applications, technology, or business, provided that Redesign shall not disclose Customer Confidential Information in doing so.

XI. 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.

XII. 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 Services, Deliverables, Redesign Products, Redesign Applications, or Third-Party Offerings; (iv) Customer's use of Services, Deliverables, Redesign Products, Redesign Applications, or Third-Party Offerings for High-Risk Use; (v) Customer's breach of Third Party Supplier terms; (vi) Customer's use of Third-Party Offerings; (vii) Customer Materials; (viii) Customer Systems; or (ix) 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 Services.

(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 Deliverable, Redesign Product, or Redesign Application, as provided by Redesign and used by Customer in accordance with this Agreement, the applicable Order, Statement of Work, 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 XII(b) for any Claim arising from or relating to: (i) Customer Materials, Customer data, Customer Systems, Customer specifications, Customer instructions, Customer configurations, prompts, workflows, or requirements; (ii) Third-Party Offerings, Third Party Supplier products or services, Third-Party Models, open source software, Third-Party Materials, 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, Statement of Work, Documentation, or entitlements; (vii) Customer's breach of this Agreement or applicable product-specific terms; or (viii) Output.

(d) If a Deliverable, 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 item or functionality; (ii) modify the affected item or functionality so it is non-infringing; (iii) replace the affected item or functionality with substantially

similar non-infringing functionality; or (iv) terminate the affected Services, subscription, license, Order, or Statement of Work and refund prepaid unused fees for the affected item or functionality. This Section XII 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 XII(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) Bodily Injury and Property Damage. Each Party, as indemnifying Party, shall indemnify, defend, and hold harmless the other Party and its Affiliates from and against third-party Claims for death, bodily injury, or damage to tangible personal property to the extent proximately caused by the indemnifying Party's gross negligence or willful misconduct in connection with the Services, including the indemnifying Party's on-site performance. This indemnity does not apply to the extent the Claim arises from the gross negligence or willful misconduct of the Party seeking indemnification.

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

XIII. 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 Customer's payment obligations, Customer's obligations under Section VIII(b) for Taxes, either Party's infringement or misappropriation of the other Party's Intellectual Property Rights, and either Party's indemnification obligations for death, bodily injury, or damage to tangible personal property under Section XII(f), each Party's and its Affiliates' aggregate liability arising out of or related to this Agreement, any Order, or any Statement of Work, including Redesign's indemnity obligations under Section XII(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 XIII(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 SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

XIV. 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) Effect of 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 or Statement of Work placed before the effective date of termination. Each outstanding Order or Statement of Work 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 or Statement of Work will not relieve Customer of its obligation to pay all amounts due or that become due under any outstanding Order or Statement of Work, including amounts for non-cancellable or non-refundable Third-Party Offerings, recurring Services, Managed Services, subscriptions, committed-term services, and any accelerated amounts under Section VIII(g).

(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 or Statement of Work in form and substance reasonably satisfactory to Redesign, Redesign may, at its option, declare all remaining amounts under any outstanding Order or Statement of Work immediately due and payable.

(f) Transition Assistance. Upon expiration or termination of Managed Services or other recurring Services, if Customer requests in writing before the effective date of termination, Redesign will provide reasonable transition assistance for a period of up to ninety (90) days at Redesign's then-current time-and-materials rates, subject to a mutually agreed transition plan and Customer's payment of all amounts due and of the applicable transition fees. Redesign's transition obligations are conditioned on Customer's continued cooperation and payment.

XV. 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 Services, scope, timing, fees, deliverables, assumptions, or transaction-specific terms stated in an accepted Order or Statement of Work must be agreed by Redesign in writing, except as otherwise provided in this Agreement or the applicable Order or Statement of Work.

(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 Services, the following order of precedence applies:

(i) the applicable Order or Statement of Work, but only with respect to Services descriptions, scope, fees, timing, deliverables, service-specific assumptions, service-specific responsibilities, and other transaction-specific commercial terms, and only to the extent the Order or Statement of Work 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 or Statement of Work will modify, limit, or supersede Sections VIII, IX, XII, XIII, XIV, or XV of these Terms and Conditions unless the Order or Statement of Work 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 Dispute, other than matters pertaining to proprietary information, Intellectual Property Rights, or payment disputes, 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 XV(h)(ii).

(ii) Arbitration. Any Dispute not resolved through the escalation procedure in Section XV(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 XV(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 Third Party Suppliers, Customer, or Customer's other vendors in connection with the Services. 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 Services by placing an Order or Statement of Work 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 or Statement of Work 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 or a third party'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) 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.

(u) Non-Solicitation. During the term of any Order or Statement of Work and for twelve (12) months thereafter, neither Party will specifically target for solicitation for employment or engagement any employee or contractor of the other Party who was directly involved in the Services, where such solicitation is undertaken using the other Party's Confidential Information. This Section does not prohibit general solicitations not specifically directed at such personnel (including general advertising, job postings, and recruiting-firm searches), or the hiring of any person who responds to such a general solicitation or who initiates contact on their own. To the extent permitted by applicable Law, if a Party hires a person in breach of this Section, the breaching Party will pay the other Party liquidated damages equal to fifty percent (50%) of that person's first-year annualized base compensation, which the Parties agree represents a reasonable pre-estimate of recruitment, onboarding, training, and lost-productivity costs that would be difficult to calculate precisely, and is not intended as a penalty.