



Third-Party Services Terms and Conditions

Version Date: August 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY.

BY RECEIVING, ACCESSING, USING, ORDERING, OR PAYING FOR THIRD-PARTY SERVICES PROCURED, RE-SOLD, SUBLICENSED, REFERRED, IMPLEMENTED, MANAGED, SUPPORTED, OR OTHERWISE ARRANGED BY THE DRALA PROJECT, INC. DBA THE REDESIGN GROUP ("REDESIGN"), THE ENTITY IDENTIFIED AS THE CUSTOMER ("CUSTOMER") AGREES TO BE BOUND BY THESE THIRD-PARTY SERVICES TERMS AND CONDITIONS (THE "AGREEMENT"), UNLESS CUSTOMER AND REDESIGN HAVE SIGNED A SEPARATE AGREEMENT THAT EXPRESSLY GOVERNS THE APPLICABLE THIRD-PARTY SERVICES, 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 PLACES AN ORDER, SIGNS OR ACCEPTS AN ORDER OR STATEMENT OF WORK, RECEIVES OR ACCESSES THIRD-PARTY SERVICES, OR OTHERWISE ENGAGES REDESIGN TO PROCURE, RESELL, MANAGE, SUPPORT, IMPLEMENT, OR ARRANGE THIRD-PARTY SERVICES (THE "EFFECTIVE DATE"). 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](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 OF THESE TERMS AND CONDITIONS POSTED AT THE TIME REDESIGN ACCEPTS THE APPLICABLE ORDER OR STATEMENT OF WORK WILL GOVERN THAT ORDER OR STATEMENT OF WORK. FOR SUBSCRIPTIONS, RENEWALS, SUPPORT, MAINTENANCE, SERVICE ENTITLEMENTS, CLOUD SERVICES, SOFTWARE-AS-A-SERVICE OFFERINGS, MANAGED OFFERINGS, AND OTHER CONTINUING THIRD-PARTY 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 THIRD-PARTY 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 QUANTITY, PRICE, OR DELIVERY TERMS OF THIRD-PARTY SERVICES ALREADY ORDERED, 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 THIRD-PARTY SERVICES AFTER THE UPDATED TERMS AND CONDITIONS BECOME EFFECTIVE CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS.

1. Definitions

1.1 "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.

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1.2 "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.

1.3 "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, business information, customer information, supplier information, and service delivery information. For clarity, these publicly posted Terms and Conditions are not Confidential Information.

1.4 "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.

1.5 "Customer Data" means data, content, files, documents, records, information, personal data, metadata, logs, credentials, configurations, system information, and other materials submitted to, uploaded to, processed by, generated through, transmitted through, or made available to Third-Party Services or Redesign by or on behalf of Customer.

1.6 "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.

1.7 "Documentation" means Redesign's or the applicable Third-Party Service Provider's then-current technical documentation, user guides, product descriptions, specifications, deployment materials, administrative guides, usage instructions, support materials, and release notes applicable to the Third-Party Services.

1.8 "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.

1.9 "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.

1.10 "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.

1.11 "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.

1.12 "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.

1.13 "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.

1.14 "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.

1.15 "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 Third-Party Services. Purchase orders issued by Customer are for administrative purposes only and are not binding on Redesign until accepted.

1.16 "Statement of Work" or "SOW" means a statement of work, work order, support order, implementation order, project order, or similar ordering document that identifies services to be provided by Redesign in connection with Third-Party Services.

1.17 "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 Third-Party Services, except taxes on or measured by the net income of Redesign.

1.18 "Third-Party Service Provider" means the third party manufacturer, licensor, provider, publisher, distributor, supplier, cloud provider, service provider, or other third party providing, operating, licensing, hosting, maintaining, supporting, or controlling the applicable Third-Party Services.

1.19 "Third-Party Services" means third-party software, software-as-a-service offerings, cloud services, subscriptions, support, maintenance, service entitlements, managed offerings, professional services, hardware-related services, training, and other technology products or services that Redesign resells, sublicenses, procures, refers, manages, supports, implements, integrates, or otherwise arranges for Customer from or through a Third-Party Service Provider.

2. Third-Party Services

2.1 Subject to the terms of this Agreement, Redesign may resell, procure, refer, manage, support, implement, integrate, or otherwise arrange for Customer's access to or use of Third-Party Services as described in the applicable Order or Statement of Work.

2.2 Customer acknowledges that Redesign is acting as a reseller, channel partner, procurement provider, intermediary, implementer, support provider, managed services provider, or service provider with respect to Third-Party Services, and that Customer's rights to access or use such Third-Party Services are limited to the rights granted by the applicable Third-Party Service Provider.

2.3 Third-Party Services are provided by the applicable Third-Party Service Provider, not Redesign. Customer's use of Third-Party Services is governed by the applicable Third-Party Service Provider terms, including end user license agreements, subscription terms, cloud service terms, use restrictions, privacy terms, data processing terms, acceptable use policies, audit rights, suspension rights, service descriptions, support policies, service levels, service credits, security terms, and service-specific terms.

2.4 To the extent Redesign or the applicable Third-Party Service Provider provides such terms to Customer before the Order is placed, Customer agrees to comply with such terms. Customer is responsible for reviewing all applicable Third-Party Service Provider terms before using the Third-Party Services.

2.5 Redesign does not own or control Third-Party Services and is not responsible for the acts, omissions, performance, availability, security, data processing, privacy practices, support, warranties, suspension, termination, changes, pricing changes, service levels, service credits, roadmaps, product decisions, vulnerabilities, incidents, data loss, or discontinuation of any Third-Party Services.

2.6 Customer's exclusive recourse for performance, availability, warranty, support, infringement, alleged infringement, product liability, service quality, data loss, suspension, termination, privacy, data processing, security, breach notification, service credits, or any other issue relating to a Third-Party Service is directly against the applicable Third-Party Service Provider.

2.7 Customer waives and releases any Claim against Redesign and its Affiliates arising from or relating to any Third-Party Services, including any Claim based on product liability, infringement, alleged infringement, performance, availability, warranty, support,

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suspension, termination, data loss, privacy, data processing, security, or any other act or omission of the applicable Third-Party Service Provider, except to the extent caused by Redesign's fraud or willful misconduct.

2.8 Customer shall not use, and shall not permit any third party to use, Third-Party Services for any High-Risk Use unless the applicable Order expressly authorizes such use and the applicable Third-Party Service Provider 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 Service Provider terms, Documentation, and industry-specific safety, regulatory, and operational requirements.

2.9 Redesign may provide services in connection with Third-Party Services, including implementation, configuration, integration, support, managed services, troubleshooting, migration, monitoring, administration, lifecycle services, project management, or advisory services. Such Redesign services are governed by Redesign's Services Terms and Conditions, any applicable Statement of Work, and this Agreement. Redesign's provision of services in connection with Third-Party Services does not make Redesign responsible for the Third-Party Services themselves.

2.10 Acceptance of Third-Party Service Provider Terms. If Redesign is required to click through, accept, acknowledge, or otherwise agree to any Third-Party Service Provider terms in order to place an Order, provision access, renew, modify, administer, or support any Third-Party Services, 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 Service Provider terms.

2.11 Internal Use Only. Third-Party Services are provided for Customer's internal business use only. Customer shall not resell, sublicense, distribute, or make Third-Party Services available to any third party unless expressly authorized in the applicable Order and the applicable Third-Party Service Provider terms.

3. Orders, Subscriptions, and Renewals

3.1 All Orders for Third-Party Services are subject to acceptance by Redesign and the applicable Third-Party Service Provider.

3.2 Third-Party Services are subject to availability. Redesign does not guarantee that any Third-Party Service will be available, accepted, provisioned, renewed, supported, or continued by the applicable Third-Party Service Provider.

3.3 Unless the applicable Order expressly states that pricing is firm and non-adjustable, quoted pricing is subject to change before Redesign submits the Order to the applicable Third-Party Service Provider or before the Third-Party Service Provider accepts the Order, based on Third-Party Service Provider pricing, supplier pricing, tariffs, duties, taxes, exchange rates, freight costs, currency fluctuations, supply constraints, and market conditions.

3.4 All Orders for Third-Party Services that Redesign places with a Third-Party Service Provider on Customer's behalf are non-cancellable and non-refundable once submitted to the Third-Party Service Provider, unless the applicable Third-Party Service Provider permits cancellation or refund and Redesign receives the corresponding credit or refund.

3.5 If fees for Third-Party Services are payable over a subscription term, renewal term, support term, maintenance term, managed services term, 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 Service Provider. Customer remains liable for all fees for the full term regardless of non-use, suspension, termination, unavailability, performance issues, discontinuance, service reduction, migration to another provider, or Customer's dissatisfaction with the Third-Party Services.

3.6 Unless expressly stated otherwise in the applicable Order, subscriptions, renewals, support, maintenance, cloud services, service entitlements, managed offerings, and other recurring Third-Party Services will renew in accordance with the applicable Third-Party Service Provider terms or the applicable Order. Customer is responsible for providing any required non-renewal notice within the timeframe required by the applicable Order or Third-Party Service Provider terms.

3.7 If Customer requests early termination, cancellation, reduction, suspension, downgrade, or non-renewal of Third-Party Services, Customer remains responsible for all fees, charges, penalties, minimum commitments, unpaid amounts, and non-cancellable obligations owed to Redesign or imposed by the applicable Third-Party Service Provider, except to the extent the Third-Party Service Provider permits cancellation or refund and Redesign receives the corresponding credit or refund.

3.8 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 Services or any act or omission of any Third-Party Service Provider.

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3.9 Availability; Shortage; Allocation. Third-Party Services are subject to availability, Third-Party Service Provider acceptance, and continuing availability from the applicable Third-Party Service Provider. Redesign's inability to fulfill all or part of an Order due to Third-Party Service Provider rejection, discontinuation, unavailability, allocation, supply constraints, suspension, or other circumstances outside Redesign's reasonable control will not constitute a breach of this Agreement. In such event, Customer's sole and exclusive remedies are to accept partial fulfillment, accept an alternative Third-Party Service 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 Third-Party Service Provider for such portion.

3.10 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 the applicable Third-Party Service Provider in connection with Customer's use of the Third-Party Services.

4. Payment

4.1 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.

4.2 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.

4.3 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.

4.4 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.

4.5 In the event of a payment default, Redesign reserves the right to suspend the procurement, delivery, implementation, support, management, renewal, or administration of Third-Party Services and any related Redesign services. Redesign's right to suspend under this Section is in addition to Redesign's right to terminate this Agreement.

4.6 Payment Disputes. If Customer disputes any invoiced amount, Customer shall: (a) pay all undisputed amounts by the applicable due date; (b) 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 (c) 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.

4.7 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: (a) an Insolvency Event occurs with respect to Customer; (b) 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 (c) Customer's material breach of applicable Third-Party Service Provider terms results in the Third-Party Service Provider's termination or suspension of the applicable Third-Party Services, where such breach is not caused by Redesign.

5. Customer Responsibilities

5.1 Customer is responsible for its use of Third-Party Services and for all acts and omissions of its users, Affiliates, contractors, agents, administrators, customers, and any other person accessing or using Third-Party Services through Customer's account, credentials, tenant, subscription, environment, systems, or authorization.

5.2 Customer is responsible for complying with all applicable Third-Party Service Provider terms, Documentation, Laws, regulatory obligations, industry obligations, and Customer policies relating to Customer's use of Third-Party Services.

5.3 Customer is responsible for obtaining and maintaining all required rights, consents, notices, permissions, licenses, and legal bases necessary for Redesign and the applicable Third-Party Service Provider to access, use, process, transmit, store, copy, configure,

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support, manage, or otherwise interact with Customer data, Customer systems, software, environments, materials, and Third-Party Services.

5.4 Customer is responsible for all Customer data, systems, environments, configurations, credentials, access rights, permissions, user administration, identity integrations, security controls, backups, retention requirements, data integrity, regulatory requirements, business continuity, and disaster recovery relating to Third-Party Services, except to the extent expressly assumed by Redesign in an applicable Statement of Work.

5.5 Customer is responsible for determining whether Third-Party Services are suitable for Customer's intended use, including Customer's technical, legal, regulatory, compliance, security, privacy, operational, performance, availability, and business requirements.

5.6 Customer shall promptly notify Redesign of any issue, incident, access problem, support need, renewal concern, account issue, security concern, or other matter relating to Third-Party Services for which Customer requests Redesign's assistance.

6. Data, Privacy, and Security

6.1 Third-Party Service Providers are responsible for their own privacy, data processing, security, breach notification, subprocessor, international transfer, and compliance practices. Customer's use of Third-Party Services is governed by the applicable Third-Party Service Provider privacy notices, data processing terms, security terms, and service terms.

6.2 The DPA does not apply to Personal Data processed by Third-Party Services or Third-Party Service Providers except to the extent Redesign itself processes such Personal Data on behalf of Customer as a processor or service provider, in which case the DPA available at <https://www.redesign-group.com/legal> shall apply.

6.3 Redesign is not responsible for unauthorized access, data loss, data corruption, data unavailability, privacy incidents, security incidents, or Personal Data breaches involving Third-Party Services, except to the extent caused by Redesign's fraud or willful misconduct.

6.4 Customer is responsible for ensuring that Customer's use of Third-Party Services complies with applicable privacy, data protection, cybersecurity, sector-specific, and breach notification Laws.

6.5 Customer shall not provide or make available Sensitive Data, protected health information, cardholder data, classified information, controlled unclassified information, export-controlled data, biometric data, children's data, or other restricted data to Third-Party Services unless the applicable Third-Party Service Provider terms permit such use and Customer has satisfied all applicable legal, contractual, security, and regulatory requirements.

7. Warranties and Disclaimers

7.1 Customer acknowledges that Redesign is not the provider, publisher, manufacturer, licensor, operator, controller, or owner of Third-Party Services unless Redesign expressly states otherwise in the applicable Order.

7.2 The only warranties for Third-Party Services are those provided by the applicable Third-Party Service Provider, if any. Redesign makes no warranties regarding Third-Party Services and does not pass through any warranty unless expressly stated in the applicable Order.

7.3 EXCEPT AS EXPRESSLY STATED 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, THIRD-PARTY SERVICES OR THEIR PERFORMANCE OR NON-PERFORMANCE.

7.4 CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF REDESIGN OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY REGARDING THIRD-PARTY SERVICES THAT IS NOT IN THIS AGREEMENT OR THE APPLICABLE ORDER.

7.5 Redesign does not warrant that Third-Party Services 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.

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7.6 Redesign does not warrant that Third-Party Services will be uninterrupted, error-free, vulnerability-free, fully secure, compatible with Customer systems, maintained, supported, available, current, or free from suspension, termination, discontinuation, or changes by the applicable Third-Party Service Provider.

8. Indemnification

8.1 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: (a) Customer's breach of this Agreement; (b) Customer's violation of applicable Laws, including export control laws; (c) Customer's misuse of any Third-Party Services; (d) Customer's use of Third-Party Services for High-Risk Use; (e) Customer's breach of Third-Party Service Provider terms; (f) Customer's use of Third-Party Services; (g) Customer data, Customer systems, Customer environments, Customer instructions, or Customer configurations; or (h) 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 or a Third-Party Service Provider in connection with Third-Party Services.

8.2 Redesign has no obligation to defend, indemnify, or hold harmless Customer or any third party with respect to Third-Party Services, including Claims relating to infringement, misappropriation, product liability, performance, availability, warranty, support, suspension, termination, data loss, privacy, data processing, security, or any other act or omission of the applicable Third-Party Service Provider, except to the extent expressly stated in the applicable Order.

8.3 The indemnifying party's obligations under this Section are subject to the limitations set forth in Section 9.

9. Limitation of Liability

9.1 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.

9.2 Liability Cap. Except for Customer's payment obligations, Customer's obligations under Section 4.2 for Taxes, and either Party's infringement or misappropriation of the other Party's Intellectual Property Rights, each Party's and its Affiliates' aggregate liability arising out of or related to this Agreement, any Order, or any Statement of Work 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 9.2 for such claims.

9.3 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 REDESIGN'S PROCUREMENT, RESELLER, IMPLEMENTATION, MANAGEMENT, SUPPORT, OR OTHER SERVICES IN CONNECTION WITH THIRD-PARTY SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CUSTOMER CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.

10. Termination

10.1 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: (a) in the event of a monetary breach, ten (10) calendar days following written notice thereof; and (b) 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.

10.2 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.

10.3 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.

10.4 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

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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 Services, subscriptions, committed-term services, and any accelerated amounts under Section 4.7.

10.5 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.

11. Confidential Information

11.1 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.

11.2 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: (a) 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 (b) 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.

11.3 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.

12. Miscellaneous

12.1 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.

12.2 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.

12.3 Order Amendments. Any change to the Third-Party Services, quantities, subscriptions, support terms, renewal terms, 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.

12.4 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.

12.5 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.

12.6 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.

12.7 Order of Precedence. In the event of conflict among the documents governing Third-Party Services, the following order of precedence applies:

- (a) the applicable Order or Statement of Work, but only with respect to Third-Party Service descriptions, quantities, subscription terms, renewal terms, fees, 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;
- (b) the DPA, solely with respect to Redesign's processing of Personal Data on behalf of Customer;
- (c) the Services Terms and Conditions, solely with respect to Redesign services provided in connection with Third-Party Services;
- (d) these Terms and Conditions; and
- (e) Documentation, solely for technical, administrative, and usage instructions.

No Order or Statement of Work will modify, limit, or supersede Sections 3, 4, 7, 8, 9, 10, or 12 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 Service Provider terms, these Terms and Conditions control as between Redesign and Customer. Third-Party Service Provider terms govern Customer's use of the applicable Third-Party Services and do not modify, limit, or expand the rights or obligations between Redesign and Customer unless Redesign expressly agrees in writing.

12.8 Escalation and Dispute Resolution.

(a) Escalation. Any claim or controversy arising out of or relating to 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 12.8(b).

(b) Arbitration. Any Dispute not resolved through the escalation procedure in Section 12.8(a), 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).

(c) Court Proceedings. Notwithstanding Section 12.8(b): (i) all matters pertaining to the collection of amounts due to Redesign; and (ii) 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.

(d) 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.

(e) 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.

(f) 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.

12.9 Cooperation. Redesign shall use reasonable endeavors to provide such cooperation as may be reasonably required by Third-Party Service Providers or Customer in connection with Third-Party 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.

12.10 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.

12.11 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.

12.12 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.

12.13 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.

12.14 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.

12.15 Affiliates. From time to time, subject to credit approval, an Affiliate of Customer may purchase Third-Party 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.

12.16 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.

12.17 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.

12.18 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.

12.19 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, a Third-Party Service Provider's, or another 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.

12.20 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.