CUSTOMER TERMS AND CONDITIONS

Last Updated: *February 4, 2025 @ 00:00 PST*

This Agreement between Stratovera LLC, a California Limited Liability Company ("Stratovera," "we," "us" or "our") and any person or entity agreeing to these terms ("Customer" or "you") establishes the general terms and conditions under which Customers may purchase services and/or products from Stratovera as described in a Service Order to be mutually agreed by the Parties. Each Service Order will incorporate these terms and conditions by reference.

MAKE SURE YOU READ THIS AGREEMENT AND ANY ADDITIONAL DOCUMENTS RELATED TO YOUR PURCHASE OF STRATOVERA SERVICES AND/OR PRODUCTS. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AS A CUSTOMER.

1. **Definitions**. In addition to the terms otherwise defined in this Agreement or a Service Order, the following terms have the definitions below:

   1.1. "Content" means software (including machine images), data, text, audio, video, images.

   1.2. "Client" means any individual or entity that contracts with Customer for the procurement of products and/or services, which may be delivered or performed by Stratovera for the Customer, as a distributor or subcontractor.

   1.3. "Law(s)" means all applicable federal, national, state, local and international community laws, rules, regulations, directives and ordinances, including but not limited to those related to privacy, data protection and/or banking secrecy, as well as any applicable rules or codes of conduct of self-regulatory bodies or associations.

   1.4. "Stratovera Content" means programs, methodologies, templates, advice, recommendations, information, software libraries, diagrams, sample code, APIs, proofs on concept, command line tools, software libraries, machine models, and any other Content made available by Stratovera and Stratovera's partners related to the use of the Services.

   1.5. "Stratovera Site" means https://stratovera.io (and any successor or related locations designated by Stratovera), as may be updated by Stratovera from time to time.

   1.6. "Personally Identifiable Information" (PII) is any information related to an identifiable individual, and any representation of information that can be used to identify an individual or reasonably infer an individual's identity by direct or indirect means.

   1.7. "Services" means the computing services, managed services, professional services, consulting services, implementation services, data services, staff augmentation services, or other services provided by Stratovera and described in a specific Service Order.

1.8. "Service Order" means a Service Order, Subscription Order, Sales Order, Statement of Work ("SOW"), Referral Agreement, Change Order, or other ordering document signed by the Parties that describes the Services Customer is purchasing, the applicable schedule or term, pricing and payment terms, and other applicable terms and conditions.

2. Definitions.

2.1. **General.** Stratovera will provide the Services in accordance with this Agreement and the applicable Service Order(s). Each Service Order shall incorporate and be governed by the terms and conditions of this Agreement, and shall be a separate agreement from any other Service Order. Each Service Order shall be signed by a duly authorized representative of such Party.

2.2. **Configuration Requirements.** Customer acknowledges and agrees that Stratovera's obligation to provide the Services is contingent on Customer applying and retaining the access and configurations requirements provided by Stratovera, which may be updated and provided to Customer from time to time.

2.3. **Data Protection and Security.** Stratovera and Customer shall encrypt all Stratovera, Customer or Client data in transit, regardless of transit mechanism. For engagements where the Customer stores and/or processes Personally Identifiable Information (PII) or other sensitive, confidential information on behalf of the Stratovera, Customer, or Client, it shall encrypt this data at rest (including all backup copies). The Customer's encryption shall meet validated cryptography standards as specified by the National Institute of Standards and Technology in the latest publication of FIPS140 and subsequent security requirements guidelines. Data encryption must be supported by a defined key management process. Encryption key strength must not be less than 128 bits for symmetric keys or 2048 bits for asymmetric keys. Customer shall maintain up to date end-point security (i.e., data loss protection, anti-virus, firewalls, etc) and encryption tools (i.e., full disk encryption) on all computing devices used to interact with, or store any and all Stratovera, Customer, or Client data. In the event Stratovera processes any PII on behalf of the Company, the parties will enter into a Data Processing Addendum to ensure legal mechanisms to process such PII.

3. Fees, Payment and Taxes.

3.1. **Fees.** Customer shall pay the applicable fees and charges for Services as set forth in the applicable Service Order ("Fees"). All Fees described on the Service Order are in U.S. dollars unless otherwise specified in writing in an applicable Service Order.

3.2. **Payment.** Unless otherwise stated in a separate Service Order, all Service Fees invoiced hereunder to Customer shall be due and payable to Stratovera within fifteen (15) days of receipt via ACH in accordance with remittance instructions provided in the applicable Service Order.

3.3. **Disputes.** Customer may dispute in good faith any portion of an invoice provided Customer notifies Stratovera in writing and provides details as to the reasons why Customer disputes the invoice by or before the due date of such disputed invoice. The undisputed portion of any invoice shall be deemed conclusively accurate and payable by the applicable due date.

3.4. **Interest.** Interest shall accrue on any overdue amounts owed to Stratovera by Customer at the rate of 1.5% per month (or the highest rate permitted by law, if less).

3.5. **Default.** Stratovera reserves the right to file a UCC-1 as a secured creditor in the event Stratovera terminates the Agreement in accordance with Section 4 for Customer's default of its payment obligations under this Section.

3.6. **Taxes.** Fees are exclusive of any taxes. Stratovera shall not be responsible for any foreign, federal, state and local taxes, sales tax, use tax, duties, excises, charges, penalties and interest (collectively, "Taxes") arising in connection with the Fees and expenses paid by Customer under this Agreement. Customer shall be responsible for any and all taxes, levies, or other fees related to products or services provided under this Agreement.

4. Term, Suspension, and Termination.

4.1. **Term.** This Agreement will commence on the date of execution (the "Effective Date") of the first Service Order and continue for ninety (90) days following the termination of the last Service Order in effect.

4.2. **Customer Termination for Convenience.** Customer may not terminate this Agreement for convenience while any Service Order is in effect.

4.3. **Customer Termination for Cause.** Customer may terminate this Agreement for cause upon written notice if Stratovera materially breaches this Agreement or Service Order and fails to cure such breach within thirty (30) days of Customer written notice describing the breach in detail.

4.4. **Stratovera Termination for Cause.** Stratovera may terminate this Agreement or the applicable Service order if:

4.4.1. Customer payment for any undisputed invoiced amount is overdue, and Customer does not pay the overdue amount within ten (10) days of written notice.

4.4.2. Customer materially breaches this Agreement or Service Order and fails to cure such breach within thirty (30) days of Customer written notice describing the breach in detail.

4.5. **Termination for Insolvency or Bankruptcy.** Either Party may terminate this Agreement effective immediately upon written notice to the other Party if the other Party:

4.5.1. Becomes insolvent or admits its inability to pay its debts generally as they become due.

4.5.2. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.

4.5.3. Is dissolved or liquidated or takes any corporate action for such purpose.

4.5.4. Makes a general assignment for the benefit of creditors.

4.5.5. Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

4.6. Effect of Termination or Expiration. Upon termination of this Agreement or applicable Service Order:

4.6.1. The rights and obligations of the Parties set forth in this Section, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Proprietary Information that constitutes a trade secret under applicable law, the rights and obligations set forth in Section 5 herein will survive such termination or expiration of this Agreement until, if ever, such Proprietary Information loses its trade secret protection other than due to an act or omission of Customer or Stratovera.

4.6.2. Each Party will immediately return to the disclosing Party or, if instructed by the disclosing Party, destroy all Content and Proprietary Information and any and all copies or extracts thereof then in the possession or control of the receiving Party, except that receiving Party may retain a single copy of the Proprietary Information for archival purposes, subject to the obligations of confidentiality and non-use described herein.

4.6.3. Customer shall remain responsible for all fees and charges incurred through the date of termination and are responsible for any fees and charges Customer incurs during the post-termination period billed at the rates set forth in the applicable Service Order.

4.7. **Post-Termination.** Unless Stratovera terminates for cause, Stratovera, upon Customer request, shall reasonably assist in closing, removing, or transferring Customer's accounts for which an account closing, removal, or transfer mechanism is provided. Customer may retrieve Customer Content from the Services only if Customer has paid all amounts due under this agreement. Customer waives all rights to recover from Stratovera any and all losses arising from Service termination due to non-payment. Prior to termination of Services for non-payment, Stratovera will provide Customer with ten (10) days written notice of intent to terminate.

4.8. **Temporary Suspension.** Stratovera may suspend Services to Customer without notice and without liability if:

4.8.1. Customer or Customer's Client's use of the Services poses a security or performance risk to the Services, could be fraudulent, or could subject Stratovera or any third party to liability.

4.8.2. Customer is in breach of Customer's payment obligations.

4.8.3. Customer is in material breach of this Agreement.

4.9. **Effect of Suspension.** If Stratovera suspends Customer's access to any portion or all of the Services:

4.9.1. Customer shall be responsible for all fees and charges Customer incurs during the period of suspension billed by Stratovera at the rates set forth in the applicable Service Order.

4.9.2. Customer shall not be entitled to any Service credits under the applicable Service Level Agreements during the period of suspension.

5. Confidential and Proprietary Information.

5.1. **Confidential Information.** Confidential Information refers to and includes any and all non-public information which is confidential, including Proprietary Information and other information related to the disclosing Party, whether or not such information is expressly marked or designated as confidential information. Stratovera Confidential Information includes without limitation non-public information related to Stratovera's or Stratovera's business partners' Services, technology, customers, sales and marketing activities, finances, relationships with third parties, and other business affairs. Stratovera Confidential Information also includes any Stratovera Content and the nature, content, and existence of any discussions or negotiations between Customer and Stratovera or Stratovera's business partners.

5.2. Confidential Information shall not include information that the receiving Party can demonstrate with competent evidence:

5.2.1. Is or becomes a part of the public domain through no act or omission of the receiving Party; or

5.2.2. Was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; or

5.2.3. Is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

5.2.4. Is independently developed by the receiving Party without use of, or reference to the Proprietary of the disclosing Party.

5.2.5. Is disclosed pursuant to the order or requirement of a court, administrative agency, or other governing body. In the event that the receiving Party is required by judicial or administrative process to disclose Confidential Information, the receiving Party shall notify the disclosing Party and allow the disclosing Party a reasonable time to oppose such process or to seek limitations on the portion of Confidential Information that is required to be disclosed.

5.3. **Proprietary Information.** By virtue of the Services provided under this Agreement and the Service Order(s), each Party and its respective employees and/or agents may receive access to information that is confidential and proprietary to the other Party including information that (a) is not known by actual or potential competitors of a Party or is generally unavailable to the public; (b) has been created, discovered, developed, or otherwise become known to a Party or in which property rights have been assigned or otherwise conveyed to a Party; and (c) has material economic value or potential material economic value to a Party's present or future business ("Proprietary Information"). Proprietary Information includes, but is not limited to: Stratovera Content, trade secrets and all other discoveries, developments, designs, improvements, inventions, formulas, software programs, proprietary technologies, processes, specifications, documentation, know-how, technical data, research, techniques, and any modifications or enhancements of any of the foregoing, and all

program, marketing, sales, or other financial or business information disclosed by either Party, either directly or indirectly, in writing, orally or by drawings or observation.

5.4. **Non-disclosure.** Each party shall treat the Confidential Information of the other party in a confidential manner with the same degree of care as it treats its own confidential and proprietary information of similar importance, but with no less than a reasonable degree of care. The receiving party shall not use or disclose the Confidential Information for any purpose other than as expressly provided by this Agreement. A party may disclose Confidential Information pursuant to the order or requirement of a court or other government body, but that party shall notify the other party in advance to enable the other party to take protective measures.

5.5. **Non-Use.** Receiving Party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of Disclosing Party. Without limiting the foregoing, Receiving Party will take at least those measures that it takes to protect its own most important confidential information. Receiving Party agrees (i) not to use any Confidential Information of Disclosing Party for any purpose except to perform its obligations or exercise its rights under this Agreement and (ii) not to disclose any Confidential Information of Receiving Party to third parties or to such party's employees, officers, agents, contractors or other representatives ("Personnel"), except to those Personnel of Receiving Party who need or have access to such Confidential Information in order to perform works in connection with this Agreement and are subject to confidentiality obligations consistent with those of this Agreement.

5.6. Notwithstanding the Parties' confidentiality obligations set forth in this Agreement, the Parties understand that, pursuant to the Defend Trade Secrets Act of 2016, neither Party will be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. The Parties also understand that if it is determined that disclosure of trade secrets was not done in good faith for the reasons described above, the disclosing Party will be subject to substantial damages, including punitive damages and attorney fees.

5.7. **Obligations Regarding Confidentiality & Proprietary Information.** The Parties agree, both during the Term of this Agreement and indefinitely afterwards, to hold all Confidential and Proprietary Information in confidence. If such Confidential or Proprietary Information becomes publicly available, the Parties may be relieved of their confidentiality obligations. Each Party agrees not to make any Proprietary Information of the other Party available in any form to any third party or to use such Proprietary Information for any purpose other than to exercise its rights or perform its obligations hereunder, including performing the Services provided under this Agreement. Each Party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Proprietary Information is not disclosed or distributed by its employees, representatives or agents in violation of the provisions of this Agreement.

5.8. **Return of Confidential Information.** Promptly following the earlier of (i) the expiration or earlier termination of this Agreement, or (ii) the request of Disclosing Party, Receiving Party will return to Disclosing Party, or destroy all Confidential Information that are in written, electronic or other tangible

form (including, without limitation, all written or printed documents, notes, memoranda, email, or computer memory, whether or not prepared by Receiving Party) to the extent containing or summarizing any portion of the Confidential Information, including, without limitation, all copies and extracts of such Confidential Information. In addition, upon the request of Disclosing Party, Receiving Party will certify to Disclosing Party in writing Receiving Party's and its Personnel's compliance with its obligations pursuant to this Section 4. Notwithstanding anything to the contrary in this Agreement, Stratovera may retain Confidential Information after termination of this Agreement for such period of time agreed to by Customer and Stratovera. To the extent either party is required by law to maintain copies of Confidential Information or records related to disclosure or handling, that party will be under no obligation to destroy such information, however it will remain subject to the obligations in this section.

5.9. **Equitable Remedies.** Receiving Party acknowledges that in the event of a breach of this Section by Receiving Party, substantial injury could result to Disclosing Party and money damages will not be a sufficient remedy for such breach. In the event that Receiving Party engages in, or threatens to engage in any act which violates any provision of this Agreement, Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of this Agreement. Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

6. Intellectual Property Ownership.

6.1. Stratovera Pre-Existing Proprietary Property. Stratovera has created prior to, or independently of, the performance of Services under this Agreement, acquired or otherwise has rights in various concepts, ideas, methodologies, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces, screen designs, and software tools (collectively with any modifications, improvements or derivatives of the foregoing) (the "Pre-Existing Proprietary Property").

6.2. Additional intellectual property provisions applicable to a Service Order issued under this Agreement, if any, will be contained in the Service Order. Customer represents and warrants that it: (i) shall only use the Pre-Existing Proprietary Property with its customers pursuant to the intended use under a Service Order or as provided in this Section and shall not at any time otherwise use the Pre-Existing Proprietary Property or allow any of its suppliers to use the Pre-Existing Proprietary Property for competitive purposes.

6.3. General. Except as expressly set forth in this Agreement, as between the Parties, each Party shall retain all right, title, and interest in and to any Content, Proprietary Information, Confidential Information, and the like, including, but not limited to trade secrets, service marks, patents, patent applications, trademarks, copyrights, moral rights, and all other proprietary rights, whether registered or unregistered (collectively, "Intellectual Property Rights") that it owns, and no rights in such Content, Proprietary Information, Confidential Information, and Intellectual Property Rights shall be transferred to the other Party.

6.4. Suggestions. Customer may, but are not obligated to, provide suggestions, enhancement requests, recommendations, or other feedback to Stratovera relating to Stratovera's Services, offerings, or

business operations (collectively, “Suggestions”). If Customer provides any suggested improvements, comments, or other feedback to the Stratovera Services or Content, Stratovera may use the Suggestions without restriction, and Customer irrevocably assigns to Stratovera all right, title, and interest in and to the Suggestions.

7. Representations and Warranties.

7.1. **General**. Each Party represents and warrants to the other that (a) it has the right to enter into this Agreement, to grant the rights granted herein, and to perform its obligations under this Agreement.

7.2. **By Stratovera**. Stratovera represents and warrants to Customer that (a) the Services will be performed in a professional and workmanlike manner consistent with generally recognized industry standards for similar services; (c) the Services will be performed in compliance with all applicable federal, state, and local laws and regulations; and (d) the Services, to the best of Stratovera’s knowledge, does not and will not violate or infringe on the intellectual property rights or any right of any person, firm, corporation or other entity.

7.3. **By Customer**. Customer represents and warrants to Stratovera that (a) it is organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (ii) this Agreement is the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms.

7.4. **NO OTHER WARRANTY.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, STRATOVERA HEREBY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE FEATURES OR STRATOVERA DOES NOT WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES Stratovera MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED OR THE LOSSES THAT MAY OCCUR FROM USE OF THE SERVICES. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED “AS IS,” AND STRATOVERA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.5. **DISCLAIMER**. STRATOVERA DOES NOT WARRANT THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES STRATOVERA MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED OR THE LOSSES THAT MAY OCCUR FROM USE OF THE SERVICES. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SERVICES ARE PROVIDED “AS IS,” AND STRATOVERA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **Indemnification**. Customer will defend, indemnify, and hold harmless Stratovera from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys’ fees) arising out of or resulting from (a) bodily injury, death of

any person or damage to real or tangible personal property resulting from Customer's acts or omissions; or (b) Customer's breach of any representations, warranty, or obligation under this Agreement; or (c) any tax, levy, or other fees charged by a local, state, or national authority related to products or services Stratovera has delivered to Customer, for which Stratovera did not collect tax, levy, or other fees and remit to such authority.

9. LIMITATION OF LIABILITY.

9.1. YOU AGREE THAT STRATOVERA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, NO MATTER THE THEORY OF LIABILITY, WILL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT DURING THE THEN-CURRENT ORDER OR, IF LESS, THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. YOU AGREE THAT WE ARE NOT RESPONSIBLE IN ANY WAY FOR DAMAGES CAUSED BY THIRD PARTIES WHO MAY USE OUR SERVICES, INCLUDING BUT NOT LIMITED TO PEOPLE WHO COMMIT INTELLECTUAL PROPERTY INFRINGEMENT, DEFAMATION, TORTIOUS INTERFERENCE WITH ECONOMIC RELATIONS, OR ANY OTHER ACTIONABLE CONDUCT TOWARDS YOU. WE ARE NOT RESPONSIBLE FOR ANY LOSSES INCURRED AS THE RESULT OF YOUR DECISION TO USE OUR SERVICE. YOU ARE RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF OUR SERVICE FOR YOUR PURPOSES. WE ARE NOT RESPONSIBLE FOR ANY FAILURE ON THE PART OF A PAYMENT PROCESSOR, INCLUDING YOUR CREDIT CARD COMPANY, TO DIRECT PAYMENTS TO THE CORRECT DESTINATION, OR ANY ACTIONS ON THEIR PART IN PLACING A HOLD ON YOUR FUNDS.

9.2. WE ARE NOT LIABLE FOR ANY FAILURE OF THE GOODS OR SERVICES OF OUR COMPANY OR A THIRD PARTY, INCLUDING ANY FAILURES OR DISRUPTIONS, UNTIMELY DELIVERY, SCHEDULED OR UNSCHEDULED, INTENTIONAL OR UNINTENTIONAL, ON OUR WEBSITE WHICH PREVENT ACCESS TO OUR WEBSITE TEMPORARILY OR PERMANENTLY. THE PROVISION OF OUR SERVICE TO YOU IS CONTINGENT ON YOUR AGREEMENT WITH THIS AND ALL OTHER SECTIONS OF THIS AGREEMENT.

9.3. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES DUE TO LOST DATA, LOST BUSINESS OR LOST PROFITS, OR UNAVAILABILITY OF THE SERVICES, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY.

9.4. NOTHING IN THIS SECTION WILL LIMIT CUSTOMER'S PAYMENT OBLIGATIONS TO STRATOVERA FOR FEES AND OTHER CHARGES INCURRED UNDER THIS AGREEMENT.

10. Remedies. If Customer violates any provision of this Agreement, Stratovera shall, in addition to any damages to which it is entitled, seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) against Customer prohibiting further actions inconsistent with Customer's obligations under this Agreement.

11. Notices. Any notice under this Agreement must be given in writing. Stratovera may provide notice to you via email or through your account. Stratovera's notices to you will be deemed given upon the first business day

after we send it. Notices shall be deemed sufficient when (i) delivered personally, upon receipt thereof, or (ii) by overnight courier, upon such delivery confirmation by courier, or (iii) sent by email, or (iv) 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Parties books and records. All notices to Stratovera via shall be sent to the following addresses:

Physical Address: Stratovera LLC, PO Box 23956, Pleasant Hill, CA 94523
Email Address: notices@stratovera.io

12. **Binding Arbitration**. Any dispute or controversy arising under or in connection with this Agreement will be settled exclusively by arbitration, conducted before an arbitrator in Contra Costa County, CA in accordance with the rules of the American Arbitration Association then in effect. Judgment may be entered on the arbitration award in any court having jurisdiction, provided, however, that either Party shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Section 5 of the Agreement and the Parties hereby consent that such restraining order or injunction may be granted without requiring the posting of a bond. Only individuals who are on the AAA register of arbitrators shall be selected as an arbitrator. Within twenty (20) days of the conclusion of the arbitration hearing, the arbitrator shall prepare written findings of fact and conclusions of law. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable, provided however, that the parties hereto agree that the arbitrator shall not be empowered to award punitive damages against any party to such arbitration. The arbitrator shall require the non-prevailing party to pay the arbitrator's full fees and expenses. In the event action is brought to enforce the provisions of this Agreement pursuant to this Section, the non-prevailing party shall be required to pay the reasonable attorney's fees and expenses of the prevailing party.

13. **Miscellaneous.**

13.1. **Assignment.** Customer agrees that it will not assign this Agreement without the prior written consent of Stratovera. Stratovera may assign our rights and obligations under this Agreement (in whole or in part) without your consent. Any attempted assignment in violation of this Section will be void.

13.2. **Creditworthiness**. Stratovera reserves the right to assess Customer's creditworthiness while engaged in business with Customer. Customer authorizes Stratovera to obtain credit reports from third-party credit reporting services. This authorization includes, but is not limited to, obtaining credit scores, payment history and other financial information. Stratovera is authorized to report relevant financial information about Customer to credit reporting services. Customer will cooperate with Stratovera in its efforts to complete creditworthiness assessments. Additionally, Stratovera reserves the right to modify payment terms offered to the Customer based on their then current creditworthiness. Modification of terms will be provided with 30-days written notice to the Customer of such changes.

13.3. **Entire Agreement.** This Agreement contains the entire understandings of the Parties and supersedes all previous agreements (oral and written), negotiations and discussions with respect to the subject matter herein.

13.4. **Publicity**. Neither Party will disclose any information (including in a news release, public announcement, advertisement or other form of publicity) about the other Party, their respective customers, or this Agreement without the prior written consent of the other Party ("Agreement Information"), and such Agreement Information shall be deemed to be the Confidential Information of both Parties, with each Party being deemed to be the receiving Party thereto.

13.5. **Marketing.** Customer agrees that Stratovera may orally state Customer as an Stratovera Customer or reference Customer as an Stratovera customer in sales presentations and other sales activities.

13.6. **No Third Party Beneficiaries.** This Agreement will be binding upon and inure solely to the benefit of the parties. The parties intend that there will be no third party beneficiaries under this Agreement, and that no person or entity, except the parties, will have any rights or remedies under this Agreement, including the right to bring any action on account of its breach or in any relation to it whether in contract, in tort, or otherwise.

13.7. **Compliance with Laws.** Stratovera shall perform the Services hereunder in compliance with all Laws.

13.8. **No Agency.** Customer and Stratovera are independent contractors. Neither Party is the legal representative, agent, joint venture, partner, employee or employer of the other Party for any purpose whatsoever, and neither Party has any right, power or authority to assume or create any obligation of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect.

13.9. **Force Majeure.** Neither Party shall be liable for any failure to perform due to acts of force majeure, which shall include acts of God, natural disasters, riots, war, terrorism, civil disorder, court order, labor dispute or any other causes beyond that Party's reasonable control (including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment or lines) and other similar causes beyond its reasonable control.

13.10. **Governing Law.** The rights and obligations of the Parties shall be governed by, and this Agreement shall be construed and enforced in accordance with the laws of the State of California, excluding its conflict of laws rules. The Parties consent to the jurisdiction of all federal and state courts in California and agree that venue shall lie exclusively in Contra Costa County, California.

13.11. **Modification and Waiver.** No modification of this Agreement and no waiver of any provision or breach of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, will be construed as a waiver of any subsequent breach of this Agreement. No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power or remedy. The express waiver of any right or default hereunder shall be effective only in the instance given and shall not operate as or imply a waiver of any similar right or default on any subsequent occasion.

13.12. **Severability**. If any provision of this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect under Law: (i) such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement; (ii) this Agreement shall be construed as if such invalid,

illegal, or unenforceable provision were excluded from this Agreement; and (iii) the court, in its discretion, may substitute for the excluded provision an enforceable provision which in economic substance reasonably approximates the excluded provision. If any provision of this Agreement is for any reason held to be excessively broad as to duration, geographical scope, activity, or subject, then such provision shall be construed by limiting and reducing it so as to be enforceable to the extent compatible with the then-applicable Law.

13.13. **Amendment**. This Agreement may only be amended, modified, or supplemented by an instrument in writing specifically identifying this Agreement and signed by the Parties.

14. **Headings**. Section headings are for convenience of reference only and will not affect the interpretation of this Agreement.

REVISION HISTORY:

2025-02-04: Terms and conditions published to https://stratovera.io/legal/customer-terms-and conditions/