

Alphataba General Terms of Use

These General Terms of Use (“**Terms**”), govern your use of and access to our website at www.alphataba.us, customer support, or other interactive areas or services (collectively, the “**Services**”). If you have entered into another agreement with us concerning specific Services or Software, then the terms of that agreement control where it conflicts with the Terms.

Alphataba Inc. provides printed circuit board assemblies, injection molding, over-molding & insert molding, liquid silicon rubber molding, urethane casting, 3D Printing, CNC machining, vacuum casting, die casting and sheet metal fabrication, global sourcing (“**Products**”), which you can contact us through our website at www.alphataba.us (including any other websites or domains owned or operated by us and used in connection with the Services, the “**Site**”). Your use of the Site, Services and/or Software, as well as any orders you place with us for Products, are subject to the terms of a legal agreement (the “**Agreement**”) between you and Alphataba that includes these Terms and Conditions, our Privacy Policy, and any other terms, rules, guidelines or policies applicable to the Site or the Services and posted by Alphataba on the Site (together with the Privacy Policy, collectively the “**Policies**”). **BY USING ANY PORTION OF THE SITE, PLACING AN ORDER, OR BY CLICKING “ACCEPT” OR “AGREE” TO THESE TERMS AND CONDITIONS YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTOOD, ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT.** If you do not agree to or cannot comply with any term of this Agreement, then you should not access or use the Site or order any Products, as Alphataba permits you to use the Site and order Products only upon the condition that you accept all of the terms contained in the Agreement. In this Agreement, “**Alphataba**”, “**we**” or “**us**” means Alphataba Inc. When this Agreement refers to “**you**” or a “**Customer**”, it applies to you or the entity on whose behalf you are using the Site or placing an Order.

We may from time to time modify this Agreement (including the Policies). Those changes will become effective immediately upon posting on the Site or our other notice of such changes to you. You are responsible for reviewing and becoming familiar with any modifications. Your access or use of the Site or placement of Orders after posting or other notification to you of changes to this Agreement constitutes your acceptance of the Agreement as changed with respect to use of the Site or orders for Products placed after such change.

1. Your Agreement with Alphataba.

1.1 By using the products, software, services and web sites provided by or through Alphataba, Inc., a California corporation (“Alphataba”), you are entering into a legal agreement between you and Alphataba. This document explains how the agreement is made up and sets out some of the terms of that agreement. It is important that you take the time to read this document carefully. Alphataba maintains its principal place of business is at 3120 Scott Blvd, Santa Clara, CA 95054, United States.

1.2 Our Services and Software are licensed, not sold, to you. Unless otherwise agreed in writing with Alphataba, your agreement with Alphataba will always include the terms and conditions set out in this document.

1.3 By using the Site or placing an order for Products, you represent and warrant to us that you are at least 18 or the age of majority in your jurisdiction required to form a binding contract. If you are using the Site or placing an Order on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the terms of this Agreement. In order for a natural born person to be eligible to become a user of the Services (an “Individual User”), he or she must, at a minimum, meet the following criteria (the “Criteria”), and you represent and warrant that you:

- are not currently restricted from the Service and not otherwise prohibited from having an Account (as defined below);
- are not a competitor of Alphataba and/or are not using the Services for reasons that are adverse to, or can reasonably be expected to compete with, Alphataba and/or any of the Services;
- have full right, power and authority to agree to abide, and be bound by, the Terms and doing so will not violate any agreement or obligation to which you are subject;
- you are not a person barred from receiving the Services under the laws of the United States or other countries including the country in which you are resident or from which you use the Services;
- will not violate any rights of Alphataba, including, without limitation, any of Alphataba’s copyright, trademark, trade secret or other intellectual property rights; and
- agree to provide, at your cost, all equipment, software (other than the Software (as defined below)) and internet access necessary to use any of the Services.

If you do not meet, and/or are unable or unwilling to represent and warrant to Alphataba that you meet, all of the Criteria, you are not eligible to become an Individual User, cannot agree to the Terms and are not permitted to access, view, download or otherwise use any Services.

1.4 Notwithstanding any other provision of the Terms or any other agreement between you and Alphataba, you agree:

- not to share an Account or Profile (as defined below) with any other person or Entity;
- to keep your Account and/or Profile password secure and confidential;
- not to maintain more than a single Account or Profile at any time;
- not to open a second Account (including following termination of a previous Account) without the express written consent of Alphataba; and

- that you, as an Individual User, along with any related Entity User, are responsible for any actions undertaken, information distributed or communications made within or through your Account and/or Profile. 2.

2. Privacy.

2.1 For information about how we collect, use, share, or otherwise process information about you and your use of our apps and websites, please see our Privacy Policy.

2.2 You agree not to collect, process, or store any Sensitive Personal Information using the Services or Software. You agree not to transmit, disclose, or make available Sensitive Personal Information to Alphataba or Alphataba's third-party providers. "**Sensitive Personal Information**" means an individual's financial information, sexual preferences, medical, or health information protected under any health data protection laws, biometric data (for purposes of uniquely identifying an individual), personal information of children protected under any child data protection laws (such as the personal information defined under the US Children's Online Privacy Protection Act ("**COPPA**")) and any additional types of information included within this term or any similar term (such as "sensitive personal data" or "special categories of personal information") as used in applicable data protection or privacy laws.

2.3 We process and store information in the U.S. and other countries. By using our website, you agree that you authorize Alphataba to transfer your personal information across national borders and to other countries where Alphataba and its partners operate. For example, personal information collected from users in China will be exported outside of China.

3. Ordering Process

3.1 Using the quotation request form made available to you by us through the Site, you may prepare and submit a request for a quotation for Products. You must provide all of the information required by the quotation request form in a format acceptable to us (the "**Build Information**"), including without limitation the design file, technical specifications for the Product (the "**Specifications**") and the bill of materials (the "**BOM**"). If we do not feel that we can assemble the Products requested or otherwise do not accept your request, we will notify you via email, and may suggest changes that would enable us to accept your request. If we accept your initial quotation request, or if we agree on revised Build Information or other changes to your initial quotation request through subsequent email or other written communications, we will provide you with a quotation for the applicable Products, including estimated delivery time, pricing and the total cost for the order (the "**Quotation**"). Quotations are valid for a period of thirty (30) days or such other period of time as is identified in the Quotation. You can accept the Quotation during that period and place an order for the applicable Products (an "**Order**") by using the functionality made available through the Site for such purpose. Once an Order has been placed, it cannot be changed except with our written consent.

3.2 We reserve the right to reject any request and to place limitations and restrictions on the types of Orders we will accept, such as minimum and maximum order sizes, limitations on the Specifications we can accept or limitations on the components we can obtain or use. We will make reasonable efforts to notify you of those limitations and restrictions on the Site.

4. Provision of the services by Alphataba

4.1 Alphataba may provide the Services through subsidiaries and affiliated legal entities (“Subsidiaries and Affiliates”) and/or third party licensees and vendors (“Third Party Service Providers”) located around the world. You acknowledge and agree that Alphataba is entitled to engage or otherwise cause or allow Subsidiaries and Affiliates and/or Third Party Service Providers to provide all or any portion of the Services to you.

4.2 Alphataba is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Alphataba provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Alphataba may stop (permanently or temporarily) providing the Services (or any features within the Services) to you, or to Users generally, at Alphataba’s sole discretion, without prior notice to you. In addition, from time to time, Alphataba may promote or advertise new features and/or Services that are not yet available, but that Alphataba anticipates it will make available to its users in a timely fashion. Notwithstanding the foregoing, there can be no assurance that any particular Service, whether or not identified or otherwise advertised on or in connection with Alphataba, is, will be or will remain available for use by you or any other User.

4.4 You acknowledge and agree that if Alphataba disables access to your Account and/or any of the Services, you may be prevented from accessing some or all of the Services, your Account details or any files or other content that is contained in your Account. In the event that Alphataba disables your account, your access to files or other content contained in your Account will be subject to the terms specified below.

4.5 You acknowledge that you are solely responsible for the design of the Products and other Build Information and for any other information, materials or technology supplied by you (collectively “**Your Information**”). Although Alphataba may provide comments and/or suggested changes to Your Information, Alphataba will have no liability for any such comments or suggested changes or any errors, omissions or other deficiencies in Your Information, including without limitation your design. You represent and warrant to us that the information you provide to us in connection with an Order, including without limitation the information in your Quotation Request or in any communications with respect to any Changes, are accurate and complete

5. Subscription and Cancellation Terms

5.1 Your subscription begins as soon as your initial payment is processed. You will be charged, in one lump sum, the annual rate (or 3 month rate if it is a trial option) stated at the time of purchase, plus applicable taxes. Your subscription will automatically renew on your annual renewal date until you cancel. You authorize us to store your payment method(s) and to automatically charge your payment method(s) every year until you cancel. This applies to all subscriptions plans, inclusive of the trial option.

5.2 We will automatically charge you the then-current rate for your plan, plus applicable taxes (such as VAT or GST if the rate does not include it), every year upon renewal until you cancel. We may change your plan's rate each annual renewal term, and we will notify you of any rate change with the option to cancel. If the applicable VAT or GST rate (or other included tax or duty) changes during your one-year term, we will accordingly adjust the tax-inclusive price for your plan mid-term on your next billing date.

5.3 If your primary payment method fails, you authorize us to charge any other payment method in your account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription. You can edit your payment information anytime in your Alphataba Account page.

5.4 For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorize us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licenses or products.

5.5 **Cancellation Terms.** You can cancel your subscription via your Alphataba Account or by contacting Customer Support but only if you cancel within 30 days and only if without placing any PO (purchase order), you'll be fully refunded. Should you cancel after 30 days, your payment is non-refundable, and your service will continue until the end of your contracted term. This applies to all subscription plans, inclusive of the trial option.

6. Payment and Upgrading Terms

6.1 Unless Alphataba has approved you for credit for an order, payment for Products is due in advance at the time purchase. Orders must be pre-paid via a credit card, wire transfer or check unless otherwise negotiated. Free accounts are not required to provide a credit card number.

6.2 Payment terms of Customer are subject to credit approval by Export Credit Insurance Company (ECIC).

6.3 Prior to any payment terms granted by ECIC, Customer shall be expected to pay as stated: 100% deposit for pilot-run/prototype order.

6.4 An upgrade from the free plan to any paying plan will immediately bill you.

6.5 Membership payments are due in full. Refund will only be issued within 30 days and without using any PO (purchase order).

6.6 All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes. We may take steps to collect the fees you owe us. You are responsible for all related collection costs and expenses.

6.7 You authorize us to store your payment method and use it in connection with your use of the Services and Software as described in your Subscription and Cancellation Terms. To avoid interruption of your service, we may participate in programs supported by your card provider to try to update your payment information. You authorize us to continue billing your account with the updated information that we obtain.

7. Order Reschedule or Cancellation

7.1 All Purchase Orders are non-cancelable. In addition, Customer shall not cancel any orders for prototypes, pilot run, or orders for products from our services unless otherwise agreed to in writing by Alphataba.

7.2 Upon written notice to Alphataba, Customer may cancel purchase orders for Products in whole or in part beyond 30 days of delivery.

7.3 Cancellation charges shall apply to which include but not limited to work-in-progress (WIP), material in stock and non-cancelable components on order.

7.4 Alphataba will use reasonable efforts to cancel any components on order and use non-cancelable components to fulfill other Customer orders requiring the same components in an attempt to mitigate charges to Customer.

7.5 Following such efforts, Alphataba will advise Customer of the cancellation charges incurred for payment within 30 days.

7.6 Customer shall not change any schedule for Order within 30 days of delivery. For Orders scheduled to ship between 30 days to 60 days, the Product may be rescheduled once but not more than 30 days from the original scheduled.

7.7 For Orders more than 60 days, the Product may be rescheduled once but not more than 90 days from the original scheduled.

7.8 For Order with multiple ship dates, rescheduling refers to each date designed on the purchase order(s).

8. Pricing and Assembly

8.1 Pricing for Products is in U.S. dollars as set forth in the applicable Quotation. Pricing is exclusive of any taxes, levies, or duties, and you are wholly responsible for any taxes, levies or duties that may arise out of this Agreement or your purchase or use of Products, including without limitation sales, use or value-added taxes.

8.2 Components used by us in assembly of Products are based on the BOM. Unless we agree otherwise in writing, components requested by BOM must be standard components that we can source from our vendors, and are purchased on a per Order basis. Request for customized components or parts, if agreed by Alphataba and confirmed in writing, may take longer to process. We do not store or otherwise promise to inventory any components unless agreed in writing. If we agree to accept consignment of components or parts as part of an Order, we will provide suitable bin locations for the consignment stock and store the consignment stock at our expense for a reasonable amount of time but not exceeding 6 months upon receiving the consigned parts or components for storage. Customer is responsible for all costs related to storing and/or maintaining the consigned parts and components after the six (6) months period. Alphataba will invoice the monthly storage fees to Customer and payment is due immediately upon receipt of the invoice. If Customer fails to pay an invoice for storage for more than three (3) months after receiving the invoice, Alphataba has the right to dispose of the consigned parts and components to mitigate its losses. Customer remains liable for all risk of loss of consignment parts or components during the entire period when those parts/components are shipped to Alphataba and when they are stored. Customer is responsible for all costs including but not limited to shipping fees and logistics fees to ship all consigned parts or components to our factory, which is located in Dongguan China. Orders are assembled in one continuous process. We will not assemble a portion of an Order and then suspend or delay assembly of another portion. We do not permit on-site visits or customer involvement in the assembly process for Products.

9. Your Account

9.1 **Account Information.** You are responsible for all activity that occurs via your account even if that activity is not by you or is without your knowledge or consent. Please notify Customer Support immediately if you become aware of any unauthorized use of your account. You may not (A) share your account information (except with an authorized account administrator), whether

intentionally or unintentionally; or (B) use another person's account. Your account administrator may use your account information to manage your use and access to the Services and Software.

9.2 Free Account Inactivity. You are responsible for keeping your account active, which means you must sign in periodically to avoid any disruption or loss of access to the Services and Software, or termination of your account. If you don't sign into your account periodically, we reserve the right to assume your account is inactive, and you agree that we may close it for you. You understand that you will lose access to any Content stored in your account upon closure. Prior to closing your account for inactivity, we will attempt to provide notice to you. For the avoidance of doubt, this section 9.2 (Account Inactivity) does not apply to paid accounts in good standing.

10. Your Use of Content

10.1 You understand that all information (such as data files, written text, computer software, audio files or other sounds, illustrations, designs, photographs, videos or other images) to which you may have access as part of, or through your use of, the Services are the sole responsibility of the User who makes such information available. All such information is "Content."

10.2 The display of circuit, component and part designs and schematics ("Design Content"), will include:

- the username(s) of the User(s) that provided such Design Content;
- the number of Users who, to Alphataba's actual knowledge, have utilized such Design Content; and
- select comments of Users regarding such Design Content. The comments submitted by Users with respect to any Design Content may be monitored by Alphataba.

Alphataba reserves and you acknowledge and agree that Alphataba has, the right to remove or modify any comments that Alphataba, in its sole and absolute discretion, deems inappropriate for any reason whatsoever.

10.3 You should be aware that sponsored Content and Content presented to you as part of advertisements ("Commercial Content") by Alphataba, if any, may be protected by intellectual property rights which are owned by the sponsors, advertisers or other persons or companies who provide that Content to Alphataba (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have received express written permission to do so from the owners of that Content.

10.4 Alphataba reserves the right (but shall have no obligation) to prescreen, review, flag, filter, modify, refuse or remove any or all Content from any Service.

10.5 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

10.6 You agree that you are solely responsible for (and that Alphataba has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Alphataba may suffer) by doing so.

11. Warranty

11.1 Nothing contained in these Terms and Conditions of Use shall exclude or limit Alphataba's warranty or liability for losses that may not be lawfully excluded or limited by applicable law. Some jurisdictions do not allow the exclusion of certain warranties or conditions or the limitation or exclusion of liability for loss or damage caused by negligence, breach of contract, breach of implied terms or incidental or consequential damages. Accordingly, only the limitations which are lawful in your jurisdiction will apply to you and our liability to you in that jurisdiction will be limited only as permitted by law.

11.2 You expressly understand and agree that your use of the Services and any design content selected using the Services is at your sole risk and that the Services and such design content are provided "As Is" And "As Available."

11.3 In particular, Alphataba, its subsidiaries and affiliates, its third party service providers, its licensors and its licensees, do not represent or warrant to you that:

- your use of the Services will meet your requirements;
- your use of the Services will be uninterrupted, timely, secure or free from error;
- Alphataba, any third party service provider or any other person or company will store and maintain any particular content, for any particular amount of time or in any particular manner;
- any information obtained by you as a result of your use of the Services will be accurate or reliable; or
- that defects in the operation or functionality of any design content or software provided to you as part of the Services will be corrected.

11.4 Any material downloaded or otherwise obtained through the use of the Services is done at your own discretion and risk and you are solely responsible for any damage to your computer system or other device or loss of data that results from the download of any such material.

11.5 No advice or information, whether oral or written, obtained by you from Alphataba or through or from the Services shall create any warranty not expressly stated herein.

11.6 Alphataba further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

12. Limitation of Liability.

12.1 Unless stated in the Additional Terms, we are not liable to you or anyone else for any special, incidental, indirect, consequential, moral, exemplary or punitive damages whatsoever, regardless of cause, including losses and damages (A) resulting from loss of use, data, reputation, revenue, or profits; (B) based on any theory of liability, including breach of contract or warranty, negligence, intellectual property infringement or misappropriations, or other tortious action; or (C) arising out of or in connection with your use of or access to the Services or Products or Software. Nothing in the Terms limits or excludes our liability for gross negligence, intentional misconduct of Alphataba or its employees, death, or personal injury.

12.2 Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:

1. Any reliance placed by you on the completeness, accuracy or existence of any design content or your use of any design content;
2. Any reliance placed by you on the completeness, accuracy or existence of any advertising or any relationship or transaction between you and any Advertiser Or sponsor whose advertising appears on or through the Services;
3. Any changes which Alphataba may make, or cause or permit to be made, to the Services, or for any permanent or temporary cessation in the provision of The Services (or any features within the Services);
4. The deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services;
5. Your failure to provide Alphataba with accurate account information;
6. Our failure to keep your password or account details secure and confidential; or
7. Any cause beyond Alphataba's reasonable control, including, but not limited To, any act of force majeure, including, without limitation, any power failure, telecom or other internet outage or interruption, governmental action, fire, flood, insurrection, earthquake, acts Of God, riot, explosion, act of terrorism, Embargo, strike (whether legal or illegal), shortage of labor or material, transportation interruption of any kind or any work slowdown.

8. Any damages in excess of the amount that Alphataba has received from you in payment for the Services during the three (3) months prior to the date upon which you give Alphataba notice of the applicable loss or damage.

12.3 Alphataba is not responsible for the actions, content, information, or data of third parties, and you release Alphataba, its principals, officers, directors, affiliates, employees and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties. If you are a California resident, you waive California Civil Code §1542, which says:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

If you are not a California resident, you waive any similar law, rule or regulation applicable in the jurisdiction in which you are a resident or from which you are using the Services.

13.4 The limitations on Alphataba’s liability to you set forth above shall apply whether or not Alphataba has been advised of or should have been aware of the possibility of any such losses arising.

13. Termination.

13.1 Termination by You. You may stop using the Services and Software at any time. Termination of your account does not relieve you of any obligation to pay any outstanding fees.

13.2 Termination by Us. If we terminate the Terms, or your use of the Service(s) or Software for reasons other than for cause, we will make reasonable efforts to notify you at least 30 days prior to termination via the email address you provide to us with instructions on how to retrieve your Content. Please note you may lose access to your Content upon termination. Unless stated in any Additional Terms, we may, at any time, terminate or suspend your right to use and access the Services or Software if:

- (A) you breach any provision of the Terms (or act in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms);
- (B) you fail to make the timely payment of fees for the Services or Products, if any;
- (C) you physically, verbally, or through other means abuse, threaten, bully, or harass us or our personnel (in such circumstances, we may alternatively suspend or restrict your access to the Services or Products);
- (D) you have repeatedly made complaints in bad faith or without a reasonable basis, and continue to do so after we have asked you to stop (in such circumstances, we may alternatively suspend or restrict your access to the Services or Software);
- (E) we are required to do so by law (for example, where the provision of the Services or Products to you is, or becomes, unlawful);

(F) we elect to discontinue the Services or Products, in whole or in part (such as if it becomes impractical for us to continue offering Services in your region due to change of law); or
(G) there has been an extended period of inactivity in your free account.

14. Dispute Resolution.

14.1 Process. If you have any concern or dispute, you agree to first try to resolve the dispute informally by contacting us. If a dispute is not resolved within 30 days of receipt by us, any resulting legal actions must be resolved through final and binding arbitration in California, including any question of whether arbitration is required. Claims related to the Terms, Services, Products or Software are permanently barred if not brought within one year of the event resulting in the claim.

14.2 Rules. This Agreement shall be governed by and construed in accordance with the laws of the State of California, USA without regard to its conflicts of laws principles. In the event that any such dispute cannot be resolved thereby within a period of thirty (30) days upon a written notice of dispute by any party, such dispute, controversy or claim arising out of or relating to this Agreement or to a breach thereof, including its interpretation, performance or termination, shall be resolved by arbitration in Santa Clara, California, in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes, selected from the appropriate list of JAMS arbitrators, unless mutually agreed otherwise by the parties. If the parties cannot agree upon the number and identity of the arbitrators within fifteen (15) days following the Arbitration Date, then a single arbitrator shall be selected on an expedited basis in accordance with the Arbitration Rules and Procedures of JAMS. The arbitrator(s) shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrator(s) may determine. The prevailing party in the arbitration shall receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Any claim you have under this Agreement must be brought within one (1) year after the cause of action arises.

14.3 No Class Actions. You may only resolve disputes with us on an individual basis, and you may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action.

14.4 Injunctive Relief. Notwithstanding the foregoing, in the event of your or others' unauthorized access to or use of the Services or Products in violation of the Terms, you agree that we are entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15. Confidentiality

15.1 This Agreement incorporates the terms of the Non-Disclosure Agreement executed between us (the “NDA”), if any. All information disclosed or provided pursuant to this Agreement that falls within the definition of “Confidential Information” in the NDA will be considered Confidential Information for purposes of this Agreement and the NDA and subject to the terms of the NDA. Notwithstanding anything to the contrary in the NDA, the purpose for which the receiving party may use Confidential Information of the other party disclosed or provided pursuant to this Agreement will include use in furtherance of this Agreement and the activities described in this Agreement. Please note that while we take reasonable steps to safeguard and to prevent unauthorized access to personal information or Confidential Information that we store or process, no safeguards are impenetrable. We cannot be responsible for the acts of those who gain unauthorized access by circumventing those safeguards, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to personal information or Confidential Information.

15.2 [Notwithstanding anything herein to the contrary, each of us may, during and after the term hereof, use in our business any Residual Information. “**Residual Information**” means the ideas, know-how and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party, as a result of such person’s access to, use, review, evaluation, or testing of the Confidential Information of the disclosing party for the purposes described herein. An employee’s memory is unaided if the employee has not intentionally memorized the confidential information for the purpose of retaining and subsequently using or disclosing it. Nothing in this paragraph, however, shall be deemed to grant to the receiving party a license under the disclosing party’s intellectual property rights.]

16. Intellectual Property

Each party owns and shall retain all right, title and interest in its pre-existing intellectual property and in intellectual property newly created or developed by such party, whether developed by such party in the course of performance under this Agreement or otherwise.

17. Indemnity

You agree to indemnify and hold harmless and (at our request) defend Alphataba and our affiliates, officers, directors, employees, agents, and representatives (collectively the “**Indemnified Parties**”) from and against any claim, liability, loss, damage, cost and expense, including reasonable attorneys’ fees, that directly or indirectly is caused by or arises out of (a) the Products or Your Information or use thereof, (b) your infringement, misappropriation or violation, or the infringement, misappropriation or violation by the Products or Your Information, of any rights of another person or entity, including without limitation, any patent, copyright,

trademark, mask work, trade secret or other intellectual property right or publicity, confidentiality or privacy right, or (c) your violation of this Agreement.

18. Force Majeure

Neither party will be liable to the other for any delay or failure to perform any obligation (other than your payment obligations to Alphataba) under the Terms if the delay or failure is due to unforeseen events, which occur after the effectiveness of the Terms and which are beyond the reasonable control of the parties, such as acts of God, fire, flood, earthquake, strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

19. General Legal Terms

We are an independent contractor, and this Agreement does not create a relationship such as a partnership, franchise, joint venture, agency, master/servant, or employment relationship. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained herein and supersedes any prior or contemporaneous understandings or agreements, whether written or oral, between the parties with respect to such matters. If any provision of this Agreement is found by a court having jurisdiction to decide on the matter to be illegal or unenforceable, then that provision will be enforced to the maximum extent possible and the remaining provisions of the Agreement will continue in full force and effect. No term or provision of this Agreement will be considered waived and no breach excused except pursuant to a written waiver or consent signed by the party granting the waiver or consent. All provisions of this Agreement that expressly or by their nature survive termination of this Agreement or any Order will survive expiration or termination of this Agreement or such Order. We reserve the right to assign our rights and obligations under this Agreement, however except with our prior written consent, you may not assign any of your rights or obligations under the Agreement. All rights and remedies of Alphataba hereunder are cumulative and in addition to those at law and in equity.