

Prospect Smart Terms and Conditions

These Prospect Terms and Conditions (the “Terms”) are incorporated by reference into an Order Form (together with the Terms, the “Agreement”) executed by Real Green Systems (“RGS”) and Customer (as identified in the Order Form). These Terms and Conditions govern all use of Prospect Smart, the Systems and Services identified in the Order Form.

1. **Definitions.**

1.1. “**Customer Data**” means any data, information or other materials of any nature whatsoever provided to RGS and/or used by Customer in the course of implementing and/or using Prospect Smart, the Systems or Services.

1.2. “**Customer Personal Data**” means any personal data contained in the Customer Data (where “personal data” has the meaning given to it by the Data Protection Laws).

1.3. “**Data Protection Laws**” means any applicable legislation, regulation, or order protecting the personal data of natural persons and the privacy of electronic communications, including without limitation Regulation (EU) 2016/679 (“GDPR”) and any national legislation which supplements the GDPR, together with national legislation implementing Directive 2002/58/EC (and any legislation which replaces Directive 2002/58/EC), and means the California Consumer Privacy Act of 2018, as amended (Cal. Civ. Code §§ 1798.100 to 1798.199), and any implementing regulations or guidance provided by the California Attorney General.

1.4. “**Order Form**” means the ordering document executed by Customer and RGS that references and incorporates these Terms.

1.5. “**Prospect Smart**” means the Internet-based software application marketed and distributed by RGS, as well as any improvements, modifications, releases, updates, upgrades and derivative works of such application. Prospect Smart integrates with the Systems.

1.6. “**Systems**” means the Internet-based software application(s) and related website(s) marketed and distributed by RGS, as well as any improvements, modifications, releases, updates, upgrades and derivative works of such Systems.

1.7. “**Services**” means the Prospect Smart services provided by RGS, which may include, but are not limited to, data conversions, customizations, training and other related services (as may be further defined in the Order Form).

1.8. “**Standard Contractual Clauses**” means the Standard Contractual Clauses (processors) for the purposes of Article 26(2) of Directive 95/46/EC set out in Decision 2010/87/EC as the same are revised or updated from time to time by the European Commission.

2. **License Grant.** Subject to the terms and conditions of this Agreement, including payment of all applicable fees as due, RGS grants Customer a limited, non-exclusive, non-transferable, non-sublicensable license to access Prospect Smart and the Systems via the Internet, strictly for its own internal business operations during the Term. All rights not expressly granted to Customer by RGS hereunder are fully reserved.

3. **Use Restrictions.** Customer shall not: (1) attempt to decrypt, reverse engineer, disassemble, decompile, or otherwise attempt to discern, discover, copy, or disclose the source code, algorithms, processes, or ideas supporting Prospect Smart and the Systems; (2) disclose Prospect Smart and the Systems or documentation thereto to any third party, nor allow any third party to access, observe, analyze or view the operation of Prospect Smart and the Systems; (3) access or utilize or allow anyone else to access or utilize Prospect Smart and the Systems remotely except as otherwise expressly allowed herein; (4) copy, license, lease, rent, distribute, sell, make available, assign, sublicense or use Systems in a timesharing or service bureau arrangement, or transfer any of Customer’s rights, duties, and obligations hereunder, and any such sublicense, assignment, or other transfer shall be void; (5) modify, frame, translate, or create any derivative works of Prospect Smart and the Systems; (6) remove or alter any RGS trademark, logo, copyright or other proprietary notice, legend, symbol from Prospect Smart and the Systems; (7) use Prospect Smart to access or allow access to emergency services; (8) use Prospect Smart and the Systems in violation of any applicable laws or government regulations, including without limitation Data Protection Laws, all applicable laws and regulations governing the making and sending of calls and text messages, and any other applicable regulation, order or similar law; or (9) use Prospect Smart and the Systems in any way not expressly provided for in this Agreement.

4. **Data & Ownership.**

4.1 **Systems.** Customer acknowledges and agrees that (i) RGS is the exclusive owner of all right, title and interest in

and to Prospect Smart and the Systems, the documentation and any deliverables, including, but not limited to, US and international patent, copyright, trademark, trade secret, and trade dress rights, and (ii) RGS and its licensors owns and hereby retains all right, title, and interest in and to any and all improvements, modifications, releases, updates, upgrades and derivative works of such Systems.

4.2 Customer Data.

a. RGS acknowledges and agrees that, in accordance with the PCI DSS Customer Notice as set forth in the Terms and Conditions for New Service Assistant Software Users and incorporated by reference: (i) Customer shall own all right, interest and title in and to its Customer Data in all forms, (ii) RGS shall not sell Customer Data, and (iii) RGS is responsible for the security of cardholder data that it possesses, processes, or transmits on behalf of Customer, to the extent it could impact the security of Customer's cardholder data environment.

b. Subject to the terms and conditions of this Agreement, Customer grants to RGS a limited, royalty-free, fully paid-up, non-exclusive, non-transferable license to collect, process, copy, store, record, transmit, display, view, print or otherwise use Customer Data for any of the following purposes: (i) to provide Prospect Smart and the Systems and services to Customer, (ii) for RGS' usage provided that RGS has rendered such Customer Data anonymous, (iii) as set forth in Section 15.4 or (iv) as necessary to monitor and improve Prospect Smart and the Systems and Services (including the development of new features and functionality).

c. When processing Customer Data, Customer shall (i) limit data storage in accordance with data retention and disposal policies and procedures, (ii) train handlers of credit card data to do so properly and securely, (iii) not store Primary Account Numbers ("PAN") or Sensitive Authentication Data after authorization, or (iv) send PAN by insecure means.

d. Customer acknowledges and agrees that (i) the storage of Customer Data is not guaranteed by RGS, (ii) RGS will not have any liability whatsoever for any damage, liabilities, losses, or any other consequences that Customer may incur relating to the loss or deletion of Customer Data

e. Customer acknowledges and agrees that RGS may access or disclose Customer Data, including the content of communications stored on the Systems, if: (i) RGS believes that disclosure is reasonably necessary to comply with any applicable law, regulation, legal process or government request, (ii) to enforce RGS agreements and policies, (iii) to protect the security or integrity of the RGS services and products, (iv) to protect RGS, its other customers, or the public from harm or illegal activities, or (v) to respond to an emergency which RGS believe in good faith requires us to disclose data to assist in preventing a death or serious bodily injury.

5. Confidentiality.

5.1 Confidential Information. "Confidential Information" includes Prospect Smart and the Systems (including methods or concepts utilized therein), trade secrets (as defined by applicable law), and any information disclosed by either party to the other party, including but not limited to any business or technical information, product plans, designs, costs, product prices (including the pricing under this Agreement), financial information, marketing plans, business opportunities, personnel, research, development or know-how and Customer Data, and if such is orally disclosed, reduced to writing by the disclosing party within 30 days of such disclosure. The receiving party is liable for all misuse by employees, consultants or other third parties of the disclosing party's Confidential Information or for the use of the disclosing party's Confidential Information for any purpose not expressly set forth in this Agreement, including but not limited to developing competitive products.

5.2 Exclusions. Confidential Information does not include that which:

a. is legally in the receiving party's possession at the time of disclosure without it (or the providing third party) having breached an obligation of confidentiality;

b. is or becomes part of the public knowledge or literature other than as a result of action or inaction of the receiving party;

c. is approved for release by written authorization of the disclosing party; or

d. is documented to have been independently developed by the receiving party without access to the Confidential Information.

5.3 Use and Disclosure Restrictions. Each party will not use or permit others to use the other party's Confidential

Information except as otherwise permitted herein and will not disclose such Confidential Information to any third party, except to those employees and authorized consultants who have a need to know, in order for the party to exercise its rights and fulfill its obligations under this Agreement. The parties shall maintain adequate processes, including but not limited to, requiring that all employees and consultants be bound by written agreements which contain disclosure restrictions at least as protective as those set forth herein. However, each party may disclose the Confidential Information of the other party (a) pursuant to a judicial order or valid subpoena, so long as such party will promptly notify the disclosing party and provide it with an opportunity to preclude or limit such production, or (b) on a confidential basis to its legal or financial advisors.

6. Non-Solicitation. During the Term and for a period of twelve months thereafter, Customer shall not, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement who is then in employment of RGS.

7. Publicity and Advertising. Customer acknowledges and agrees that RGS may issue press releases or endorsements which reference Customer or includes Customer's logos or other marks or insignias.

8. Backups and Software Maintenance.

8.1 Back-ups. If Customer has fulfilled all of its requirements under this Agreement, Customer may receive two free backups via electronic transfer, per year, upon request. Additional backups will result in a \$200 charge per backup. In addition, in the event of termination or expiration of this Agreement, RGS shall retain Customer Data for a period of 90 days following termination or expiration, and Customer shall have the option of obtaining final backups of said Customer Data via electronic transfer at any time during the 90 day period, at the cost of \$200.00 per copy.

8.2 Software Maintenance and Updates. RGS will provide Customer with periodic updates and upgrades to Prospect Smart and the Systems when such are made commercially available by RGS to its other customers, as part of the subscription, at no additional cost.

9. Support. During the Term, RGS will provide to Customer a limited number of hours of support for its use of Prospect Smart during RGS's regular business hours by the means of the telephone number 1-800-422-7472 and email address digitalteam@realgreen.com ("Support Hours"). As set forth on the applicable Order Form, Customer shall be entitled to the following Support Hours:

9.1. Six (6) hours for a Prospect Smart Basic subscription;

9.2. Twelve (12) hours for a Prospect Smart Pro subscription; or

9.3. Eighteen (18) hours for a Prospect Smart Enterprise subscription.

The Support Hours cannot be rolled over or transferred for any other product or service made available through the Systems. If Customer exceeds its allotted Support Hours, RGS will bill to Customer for the actual time spent providing such support at \$55/hr.

10. Security Rules. Customer is prohibited from violating or attempting to violate the security of the Prospect Smart and Systems and from using the Prospect Smart and Systems to violate the security of other websites by any method, including, without limitation: (a) accessing data not intended for Customer or logging into a server or account which Customer is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of the Prospect Smart and Systems, host or network, including, without limitation, via means of submitting a virus to the Prospect Smart and Systems, overloading, "flooding," "spamming," "mailbombing," or "crashing"; or (d) sending unsolicited e-mail, including promotions and/or advertising of products or services. Violations of system or network security may result in civil or criminal liability. RGS may investigate violations of these Terms, and may involve and cooperate with law enforcement authorities in prosecuting users of the Prospect Smart and Systems who are involved in such violations.

11. Compliance with Laws. Customers using Prospect Smart for telemarketing or similarly regulated purposes are directly and solely responsible for compliance with applicable laws, including without limitation for filing, subscribing, or holding appropriate regulatory compliance documentation as required by competent jurisdictions and/or the purchase of access to any do-not-call lists and the like. Customer agrees to familiarize itself with and abide by all applicable local, state, national and international laws and regulations and is solely responsible for all acts or omissions that occur under their account, including without limitation (a) the initiation or making of the phone calls and or messages transmitted through Prospect Smart or (b) the creation of and the specific content of the phone calls and messages. Customer accepts that Prospect Smart is provided for professional use only, and agree that their use of Prospect Smart and the Systems shall not

include:

- Sending unsolicited marketing messages or broadcasts (i.e. spam);
- Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility- related telephone numbers;
- Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
- Harvesting, or otherwise collecting information about others, without their consent;
- Interfering with, or disrupting, networks connected to Prospect Smart or violating the regulations, policies or procedures of such networks;
- Attempting to gain unauthorized access to Prospect Smart, other accounts, computer systems or networks connected to Prospect Smart, through password mining or any other means;
- Interfering with another's use and enjoyment of Prospect Smart or Systems;
- Making autodialed or prerecorded calls and/or texts through Prospect Smart without the appropriate prior consent of the called party;
- Failing to maintain the appropriate records of the consent of a called party to receive a certain type of call or message;
- Altering or "spoofing" the caller ID information transmitted with a call or text using Prospect Smart with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- Making calls to telephone numbers listed on the National Do Not Call Registry or on the Customer's own internal Do Not Call Registry through Prospect Smart;
- Failing to adhere to calling time restrictions as established or may be established in the future, by any Federal or State governmental authority;
- Failing to include any required opt-out mechanisms at the beginning of any pre-recorded message; or
- Engaging in any other activity that RGS believes could subject it to criminal liability or civil penalty/judgment.

Customer will not purposely route calls to high cost non-RBOC (Regional Bell Operating Company) areas for origination or termination of telecommunications traffic on Prospect Smart or the Systems. Calls may be monitored and reported upon each billing cycle to ensure sound traffic patterns. Excessive routing of high-cost calls will be addressed to Customer by RGS and fines may be assessed to recover excess charges from the applicable carriers.

Any violation of RGS' policies will be grounds for termination of this Agreement, at RGS' sole discretion, Customer may be reported to appropriate law enforcement agencies.

12. Changes to Prospect Smart. RGS may at any time change or modify the features and functions of Prospect Smart may change over time. RGS will use reasonable efforts to notify Customer at least 60 days prior to implementation of a change in Prospect Smart and to provide information required for Customer to continue to use the Prospect Smart.

13. Telephone Numbers.

13.1. RGS will use commercially reasonable efforts to obtain the telephone number(s) requested, and use commercially reasonable efforts to initiate and complete port requests. Customer acknowledges that RGS may need to change the telephone number assigned to the Customer (due to an area code reassignment or split, or for any other reason). Customer acknowledges that if Prospect Smart is suspended or terminated due to non-payment or breach of this Agreement, Customer may not be able to obtain the same local or toll free numbers should Prospect Smart be reactivated.

13.2. RGS may, after 30 days post-cancellation of service and the inability or lack of desire to port the telephone number, remove all telephone numbers from account.

13.3. Customer acknowledges that RGS or its licensor is the "customer of record" for all phone numbers provided as part of Prospect Smart. As the customer of record, RGS has certain rights with respect to porting phone numbers. Customer understand and agree that it may use the phone numbers provided as part of Prospect Smart subject to these Terms. Unless otherwise required by law, RGS reserves the right to refuse to allow Customer to port away any phone number in RGS' sole discretion. Regardless, RGS may allow Customer to port away phone numbers, so long as Customer

(1) has an account in good standing, and (2) has either ported in or purchased the phone number more than 90 days prior to the port-away date. If porting a number away from RGS, it is the Customer's responsibility to confirm the completion of a port away request with the winning carrier and release the tracking numbers from their account.

13.4. Any attempts to use RGS merely a source of numbers to be immediately ported away without use of the numbers on our system is not permitted and is grounds for termination of this Agreement.

13.5. Phone numbers may not be immediately active from the time of purchase if the numbers require additional validation to be activated such as a local billing address or other identity verification depending on the country of origin.

14. Call Recording. RGS makes available technology that offers the ability to record incoming telephone calls. When a calling party initiates a call to a tracking phone number, RGS will, at the Customer's discretion, create a digital audio recording of the telephone call. RGS provides the ability to play a customizable voice message at the beginning of each call to either or both parties (calling party and called party) announcing that the call will be recorded. If Customer chooses to record telephone calls, Customer expressly agrees and acknowledges that: (a) RGS is authorized to make incoming call recordings on their behalf and (b) Customer either: (i) authorizes RGS to play a voice message advising the caller that the call is being recorded prior to the call being connected to the party answering the call; or (ii) has made the necessary arrangements to ensure that the caller is provided with the necessary warning about the presence of any recordings made in accordance with the law. RGS shall have no liability whatsoever in respect of any use made by Customer, its employees, contractor, officer, agent, authorized representative or other third party, of the recordings and its contents, and/or of any personal information.

15. Data Protection.

15.1. Defined Terms. In this Section 15, the terms "Controller", "Data Subject", "Personal Data Breach", "Process" and "Processor" have the meanings given to them by the Data Protection Laws.

15.2. Application of Data Protection Laws. Where the Data Protection Laws apply to the delivery of Prospect Smart under these Terms, the parties agree that RGS shall act as a Processor, and that Customer shall either be (i) a Controller; or (ii) another Processor, subject to a separate agreement with the Controller of the Customer Personal Data.

15.3. Obligations of Customer. Customer acknowledges and confirms that: (i) all Customer Personal Data shall comply with and have been collected or otherwise obtained in compliance with Data Protection Laws, including by ensuring that there is a lawful basis for each Processing activity which Customer instructs RGS to perform in relation to Customer Personal Data; (ii) Customer will take appropriate measures to ensure that the information referred to in Data Protection Laws, including Articles 13 and 14 of the GDPR, is made available to relevant Data Subjects in relation to the Processing by RGS, for the purposes of which Customer may choose to reference the Application Privacy Notice made available by RGS; and (iii) all instructions given by Customer to RGS in respect of Customer Personal Data shall be in accordance with Data Protection Laws.

15.4. Use of Aggregated Data. Customer acknowledges that RGS collects and uses data from across its customer base in order to improve its products and services for its customers, and to carry out related research. RGS takes steps to aggregate or otherwise de-identify any Customer data used for these purposes, and therefore does not knowingly process any personal data. However, to the extent that any such data is held to be personal data (or the equivalent term) in a particular jurisdiction, RGS shall be the Controller (or the equivalent term) for the purposes of the applicable laws.

16. Warranty. During the Initial Term, Prospect Smart and the Systems will substantially conform to the description and/or specifications set forth in Systems published documentation, when Prospect Smart and the Systems is properly operated, in all material respects. Provided that Customer is current with its subscription fees, the sole and exclusive obligation of RGS and Customer's sole and exclusive remedy under this warranty shall be for RGS to use commercially reasonable efforts to promptly modify and/or correct Prospect Smart and the Systems so that it conforms to the foregoing. THE FOREGOING IS EXCLUSIVE OF ALL WARRANTIES, AND RGS DISCLAIMS ALL WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.

PROSPECT SMART AND THE SYSTEMS ARE PROVIDED "AS IS" TO THE FULLEST EXTENT PERMITTED BY LAW. RGS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF SYSTEMS, THE CALL TRACKING SERVICE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED IN PROSPECT SMART. CUSTOMER EXPRESSLY AGREES THAT ITS USE OF PROSPECT SMART IS AT ITS SOLE RISK. TO THE EXTENT SUCH DISCLAIMER CONFLICTS WITH APPLICABLE LAW, THE SCOPE AND DURATION OF ANY APPLICABLE WARRANTY WILL BE THE

MINIMUM PERMITTED UNDER SUCH LAW.

17. Limitation of Liability. IN NO EVENT SHALL RGS OR ITS CONTRACTORS, SUPPLIERS OR AGENTS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CUSTOMER DATA, COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF THE OPERATION OF PROSPECT SMART AND THE SYSTEMS EVEN IF RGS HAS BEEN ADVISED OF THE POSSIBILITY OR PRIOR OCCURRENCE OF SUCH DAMAGES. RGS' MAXIMUM CUMULATIVE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION) SHALL NOT EXCEED THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT DURING THE PRIOR SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

PROSPECT SMART IS NOT INTENDED TO SUPPORT OR CARRY EMERGENCY CALLS TO ANY EMERGENCY SERVICES. NEITHER RGS NOR ITS REPRESENTATIVES WILL BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY CLAIM, DAMAGE, OR LOSS (AND CUSTOMER WILL HOLD RGS HARMLESS AGAINST ANY AND ALL SUCH CLAIMS) ARISING FROM OR RELATING TO THE INABILITY TO USE PROSPECT SMART TO CONTACT EMERGENCY SERVICES.

18. Indemnification. With respect to any violation of this Agreement, Customer agrees to indemnify and hold harmless RGS, and its subsidiaries, parents, affiliates, managers, shareholders, officers, directors, agents, resellers, sales affiliates, licensees or other partners, and employees, from all claims, demands, liabilities, losses, damages and expenses (including without limitation reasonable legal fees and expenses), arising from or in connection with the use of Prospect Smart and the Systems, any other parties' use of Prospect Smart and the System through Customer's account, or any conduct while using Prospect Smart and the Systems, violation of this Agreement, or violation of any rights of another, including without limitation any violation of applicable law or any tort committed while using Prospect Smart and the Systems.

19. Term and Termination.

19.1 Term. Subject to Section 19.2, the Agreement is effective as of the date specified on the Order Form (the "Effective Date") and will continue in effect until the first anniversary of the Effective Date (the "Initial Term"). Unless earlier terminated as specified in this Agreement, upon expiration of the Initial Term, this Agreement shall automatically renew for consecutive renewal terms (each, a "Renewal Term", and together with the Initial Term, the "Term") equal to 12 months, unless 60 days written notice of its intent not to renew is provided to the other party prior to the expiration of the then-current Term.

19.2 Subsequent Order Forms. If a subsequent order form for new or additional products or services incorporating the Terms is executed by the parties during the Term, then the expiration date of such subsequent agreement shall be aligned with the expiration date of this Agreement and shall automatically renew for consecutive renewal terms in accordance with its terms. For example, if the Effective Date of the Agreement is January 1, 2019, and the effective date of such subsequent agreement is March 1, 2019, then both the Agreement and such subsequent agreement shall expire on December 31, 2019, and automatically renew for an additional twelve-month term commencing on January 1, 2020, unless sooner terminated or non-renewed in accordance with their respective terms.

19.3 Termination. RGS may turn off Prospect Smart and terminate this Agreement upon written notice if: (a) a bankruptcy proceeding is instituted by or against Customer which is not dismissed within 60 days from the commencement thereof, or (b) Customer breaches any of its obligations under this Agreement, including its obligation to pay amounts due hereunder, and Customer fails to cure said breach within 30 days from the date of RGS' written notice. Upon any termination or expiration of this Agreement, Customer shall immediately pay all amounts due and payable to RGS through the effective date of termination, and in the case of Customer's uncured breach, or in the event of Customer's early termination without cause, Customer shall be liable for early termination fees as set forth below.

19.4 Effect of Termination. Upon any termination or expiration, all access, and RGS licenses and corresponding Services related to Prospect Smart and the Systems, maintenance and support shall terminate immediately. Each party shall either return or securely destroy all copies of all Confidential Information belonging to the other party.

20. Payment. Payments for recurring fees will be invoiced on a monthly basis unless a different period is set out in the applicable Order Form. Customer shall pay half of any implementation fees on the Effective Date and the other half ninety days thereafter. Payments may be made by ACH or credit card processing for monthly payments, unless other terms are agreed upon. If payments are made by credit card, additional charges may apply in accordance with applicable law. RGS shall have the right to increase fees on an annual basis on the anniversary of the then-current Term of this Agreement, up to an amount equal to the greater of: (i) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, as published by the Bureau of Labor Statistics of the United States Department of Labor or (ii) three

percent (3%). All fees are to be paid in U.S. dollars and, when paid, are non-cancelable, non-contingent and non-refundable. All fees are exclusive of taxes, including but not limited to, sales, use, transfer, privilege, excise, VAT and all other taxes and duties. Amounts which are not received by the due date shall be subject to a late fee of one and one-half percent (1.5%) or the highest amount allowed under applicable law, whichever is lower, compounded monthly, commencing from the payment due date. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

21. Early Termination Fees. Customer understands and acknowledges that in the event of an early termination without cause by Customer, early termination fees shall apply. Early termination fees shall be in addition to any other fees owed by Customer for Services or other contracted professional services and/or training. Early termination fees shall be computed based on the monthly fees due multiplied by the number of months remaining in the then-current Term. Such early termination fees will be invoiced to Customer in one lump sum within 15 days of Customer's termination notice, and will be due net 30 days from the date of invoice. Early termination fees shall be deemed to be liquidated damages and not a penalty.

22. Equitable Relief. The parties agree that a material breach of the license or confidentiality provisions of this Agreement would cause irreparable injury to RGS for which monetary damages would not be an adequate remedy, and therefore RGS shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law.

23. General. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. Customer and RGS agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in Oakland County, State of Michigan. The prevailing party in any action to enforce this Agreement will be entitled to recover its reasonable attorney's fees and costs in connection with such action. Except for a party's payment obligations hereunder, a party shall be excused from any delay or failure to perform all or any part of this Agreement by events, occurrences, or causes beyond its reasonable control including but not limited to, acts of God, labor disputes, strikes, riots, acts of terrorism, war or governmental requirement ("Force Majeure Events"). Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable. Each party shall comply with all applicable laws and regulations including federal, state and local, laws, orders and regulations which may apply in connection with this Agreement, or any Order Form pursuant to the Agreement. Without prejudice to the generality of the foregoing, each party agrees to comply with all applicable laws and regulations relating to trade and export control (including those of the United States as applicable), and to cooperate in good faith to ensure compliance with the foregoing. Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof, (ii) if by mail or by facsimile transmission, upon receipt thereof, or (iii) if by next day delivery service, upon such delivery. This Agreement and related Order Form (and any addenda or amendments hereto): (i) represents the entire agreement between the parties relating to the subject matter of this Agreement, (ii) supersedes all prior agreements, representations and warranties relating to the subject matter of this Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both parties. Section 4 (Data and Ownership), Section 5 (Confidentiality), Section 16 (Warranty), Section 17 (Limitation of Liability), and Section 23 (General) shall survive any termination of this Agreement.