This Services Agreement ("Agreement") is by and between ScopeRX LLC ("ScopeRX"), and the party that accepts this Agreement ("Customer"). Customer and ScopeRX are each a "Party" and together the "Parties." This Agreement establishes the terms and conditions governing Customer's use of ScopeRX's Intelligence Agent.

The person who accepts this Agreement ("You") on behalf of an employer or other legal entity represents and warrants that he or she has reviewed this Agreement in full and has the authority to bind such employer or other legal entity to all of the terms and conditions herein. If You do not have such authority, do not accept this Agreement.

1. SERVICES AND LICENSE

(a) Services. Customer will select from various tiers of services offered on the ScopeRX platform with terms and conditions specific to each tier, including maximum usage levels (the tier selected by Customer shall be known as the "Services").

(b) License. Subject to compliance with the terms and conditions herein, ScopeRX grants Customer a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the Services solely for Customer's business purposes during the applicable Term (defined below) ("License"). The Services may authorize a specified number of users who may access or use the Services on Customer's behalf ("Authorized Users"). Customer is responsible for its Authorized Users' actions and omissions at all times, including their compliance with the terms and conditions of this Agreement. Customer may not permit any party to access the Services except for its Authorized Users, if any.

(c) Outside Contractors. ScopeRX may engage persons or entities it reasonably deems necessary for the purpose of performing the Services; provided, however, that ScopeRX shall remain responsible for the performance of all such Services.

2. TERM AND AUTOMATIC RENEWALS

(a) Term and Automatic Renewal. This Agreement becomes effective on the date Customer accepts it ("Effective Date") and continues for the initial length specified in the tier of Services selected by Customer ("Initial Term"). At the end of the Initial Term, the Agreement will automatically renew for successive periods equal to the Initial Term, unless cancelled as specified below. For example, if the Initial Term is twelve (12) months, the Agreement will automatically renew an additional twelve (12) months every twelve (12) months unless and until properly cancelled per the terms below (each such renewal period, equal in length to the Initial Term, is a "Renewal"). The Initial Term and all Renewals are the "Term."

(b) Fees and Cancellation. Customer authorizes ScopeRX to charge recurring payments owed for the Services ("Fees") to the payment method provided at registration (or updated in the account) until the Agreement is cancelled by Customer (per instructions below) or ScopeRX. Customer agrees to keep its payment method updated during the Term and notify ScopeRX of any changes to the payment method. If Customer fails to do so, ScopeRX may cancel the Agreement and Customer's access to the Services. Fees are nonrefundable and there will be no credits or pro-rated refunds for partially used months.

THE AGREEMENT WILL RENEW AUTOMATICALLY AND CUSTOMER WILL BE CHARGED FEES FOR EACH RENEWAL PERIOD UNTIL CUSTOMER OR SCOPERX

CANCELS. CUSTOMER MAY CANCEL THE AGREEMENT AT ANY TIME THROUGH ACCOUNT SETTINGS (OR, WHERE APPLICABLE, USING THE SAME METHOD THROUGH WHICH THE AGREEMENT WAS ENTERED INTO) BEFORE THE NEXT RENEWAL PERIOD BEGINS, AND THE CANCELLATION WILL TAKE EFFECT AT THE END OF THE THEN-CURRENT TERM.

ScopeRX may cancel the Agreement for convenience upon notice to Customer. In such event, ScopeRX will refund any prepaid, unused Fees for the remaining portion of the Term. ScopeRX may update the terms of the Agreement from time-to-time, including pricing. ScopeRX will notify Customer of any material changes at least thirty (30) days in advance of the effective date of the changes. If Customer does not agree to the changes, it may cancel the Agreement by the expiration of the thirty-day notice period per the instructions above. If Customer does not cancel within that period, Customer will be deemed to have accepted the new terms.

3. BILLING AND PAYMENTS

(a) Fees. Customer shall pay all Fees in advance on a recurring basis at the beginning of each billing cycle (e.g., monthly or annually, as applicable) ("Due Date"). All Fees shall be payable in U.S. Dollars and are exclusive of any applicable levies or taxes. Fees are non-refundable. Fees are not pro-rated for partial months.

(b) Taxes and Other Fees. All fees for the Services are exclusive of any taxes and other fees and surcharges. Customer shall be responsible for payment of all applicable taxes that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, and bypass.

(c) Late Payments. A late fee of one and one-half percent (1.5%) per month will be assessed for any amounts not received by ScopeRX or that remain unpaid ten (10) days or more after the Due Date, subject to the maximum permitted by applicable law. Interest will continue to accrue per month until the overdue Fees are paid, subject to the maximum permitted by applicable law. If ScopeRX uses a collection agency or attorney to collect late or returned Fees, Customer agrees to pay all reasonable costs of such collections action. Customer will reimburse ScopeRX for any banking fees caused by returned Fees. These remedies are in addition to and not in limitation of any other rights and remedies available to ScopeRX under this Agreement, at law or in equity.

(d) Disputes. If Customer disputes the payment of Fees in good faith, it shall notify ScopeRX in writing and provide detailed documentation supporting its dispute within ten (10) days of the Due Date or Customer's right to any billing adjustment shall be waived. In the event of a billing dispute, Customer shall timely pay all undisputed amounts. If the dispute is resolved against Customer, Customer shall pay such amounts due plus interest as set forth in the section above from the original Due Date. Customer may not offset disputed amounts against payments due on the same or another account.

4. ADDITIONAL DOCUMENTS

The following additional documents as amended or modified from time to time ("Additional Documents") are incorporated into this Agreement by reference. By accepting this Agreement, Customer accepts the terms of the Additional Documents. Customer is responsible for ensuring its Authorized Users are informed of, accept and comply with these Additional Documents.

(a) Privacy Policy (posted on the ScopeRX website (the "Website")).
(b) Terms and Conditions (posted on the Website).
(c) To the extent necessary to access and use the Services, the terms and policies of any third party software or components (available upon request).

5. CUSTOMER RESPONSIBILITIES; REPRESENTATIONS AND WARRANTIES

(a) Use of Services. Customer is responsible for uploading all data, documents, and information to the Services ("Customer Data") necessary for the Services to produce Customer-specific outputs, reports, analyses, visualizations, and configurations generated for Customer through the Services (excluding any ScopeRX intellectual property or derivatives thereof, the "Output"). Customer shall be solely responsible for the accuracy, quality, legality, and appropriateness of all Customer Data submitted to the Services. Additional restrictions with respect to Customer Data are contained in the Privacy Policy and Terms and Conditions.

(b) Applicable Laws. Customer acknowledges and agrees that Customer is solely and exclusively responsible for ensuring that its use of the Services, including activity conducted through or enabled by the Services, is and remains in full compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, court orders, governmental guidance, and statutory requirements ("Applicable Laws"), including without limitation those relating to (1) consumer protection and unfair business acts and practices; (2) use and disclosure of health, medical, and legal data; (3) data privacy, data security, data collection, and data retention; (4) attorney-client privilege and legal ethical standards; and (5) any industry-specific rules, standards, or codes of conduct applicable to Customer. Customer agrees that ScopeRX has no obligation to monitor, advise, review, audit, or validate Customer's compliance with Applicable Laws and assumes no responsibility for determining whether Customer's intended or actual use of the Services or Output is lawful. All such determinations shall be made solely by Customer at Customer's expense. ScopeRX makes no representation or warranty regarding the legality of Customer's specific use case, configuration, or deployment of the Services, including any content uploaded to the Services by Customer.

(c) Representations and Warranties. Customer represents and warrants that:

(1) *Rights and Authorization***.** Customer has all rights, consents, and authorizations necessary to upload, submit, and use all Customer Data, including any personal data, health information, Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"), or other sensitive or personal information, and to permit ScopeRX to process such Customer Data as contemplated by this Agreement;
(2) *Compliance with Laws and Obligations.* Customer's uploading, submission, and use of Customer Data in connection with the Services will not violate any Applicable Laws or contractual obligations, including without limitation HIPAA and related agreements, such as Business Associate Agreements ("BAA"), and contractual confidentiality restrictions;
(3) *Third-Party Rights.* Customer Data, and ScopeRX's processing thereof for the Services, will not infringe, misappropriate, or otherwise violate the rights of any third party; and
(4) *Appropriate Use.* Customer will use the Services, including any Output, in a manner consistent with applicable professional standards and will not rely on the Services as a substitute for independent legal or professional judgment. Customer acknowledges the

Professional Services Disclaimer set forth in Section 6(b) and the restrictions and obligations contained in the Terms and Conditions.

(d) Business Associate. Customer acknowledges that, unless otherwise expressly agreed in a separate written BAA executed by the Parties, ScopeRX is not acting as a “Business Associate” (as defined under HIPAA) with respect to PHI submitted to the Services. Customer agrees not to upload or submit PHI to the Services unless and until a BAA is in place if necessary. To the extent the Parties have executed a BAA, the terms of such BAA shall control with respect to PHI and will supersede any conflicting terms of this Agreement solely with respect to PHI.

6. DISCLAIMERS

(a) WARRANTY DISCLAIMER. CUSTOMER AGREES ITS USE OF THE SERVICES AND OUTPUT IS AT ITS SOLE RISK. THE SERVICES AND OUTPUT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCOPERX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM SCOPERX OR AT OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. TO THE EXTENT ANY FEATURES OF THE SERVICES RELY ON THIRD-PARTY SERVICES OR SOFTWARE, SCOPERX IS NOT RESPONSIBLE FOR THEIR PERFORMANCE OR AVAILABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SCOPERX MAKES NO WARRANTY THAT THE SERVICES AND OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT OR TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE. SCOPERX DISCLAIMS ALL LIABILITY FOR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE SERVICES AND OUTPUT AND DOES NOT WARRANT THAT THE SERVICES OR OUTPUT ARE FREE OF DEFECTS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

(b) PROFESSIONAL SERVICES DISCLAIMER. THE SERVICES AND OUTPUT ARE NOT INTENDED TO AND DO NOT CONSTITUTE PROFESSIONAL LEGAL OR MEDICAL ADVICE, PROFESSIONAL SERVICES, OR THE PRACTICE OF LAW OR MEDICINE. SCOPERX DOES NOT PROVIDE MEDICAL OR LEGAL SERVICES. TO THE EXTENT THAT ANY OF SCOPERX’S EMPLOYEES, CONSULTANTS, OR CONTRACTORS HOLD PROFESSIONAL LICENSES, THEY ARE NOT PROVIDING PROFESSIONAL SERVICES TO CUSTOMER THROUGH THE SERVICES, AND NO ATTORNEY-CLIENT, PHYSICIAN-PATIENT, OR OTHER PROFESSIONAL RELATIONSHIP IS FORMED. CUSTOMER AGREES THE SERVICES AND OUTPUT ARE FOR INFORMATIONAL AND ASSISTIVE PURPOSES ONLY AND MUST BE REVIEWED AND USED SOLELY BY QUALIFIED AND APPROPRIATELY LICENSED PROFESSIONALS EXERCISING INDEPENDENT AND PROFESSIONAL JUDGMENT.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SCOPERX NOR ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, CONTRACTORS, LICENSORS, OR REPRESENTATIVES (OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS) SHALL BE LIABLE IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO CUSTOMER'S ACCESS TO, USE OF, OR INABILITY TO USE THE SERVICES OR OUTPUT, INCLUDING WITHOUT LIMITATION, LOST REVENUE, LOST OR STOLEN DATA, LOST OPPORTUNITIES, DAMAGED DEVICES, OR OTHER INTANGIBLES, EVEN IF THE PARTIES HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON OR IF THE PARTIES ARE OTHERWISE FOUND TO BE LIABLE TO CUSTOMER IN ANY MANNER, THEN CUSTOMER AGREES THAT SCOPERX'S TOTAL LIABILITY TO CUSTOMER FOR DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO SCOPERX IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, IN THE AGGREGATE FOR ALL CLAIMS, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY. THE FOREGOING SUM REPRESENTS SCOPERX'S TOTAL LIABILITY FOR ALL OF CUSTOMER'S CLAIMS. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY.

8. INDEMNIFICATION

(a) Customer Indemnification. Customer agrees to indemnify, hold harmless, and release ScopeRX and its affiliates and their respective officers, directors, shareholders, employees, agents, contractors, licensors, and representatives (and their respective successors and assigns) from and against any third-party claims, damages, liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "Claims"), arising out of: (a) Customer's use of the Services or Output in a manner that violates applicable law, professional obligations, or this Agreement; (b) Customer's breach of this Agreement or any Applicable Laws; and (c) Customer's violation of any third party right, including without limitation intellectual property, privacy, or publicity rights or claims relating to Customer's use of Customer Data.

(b) ScopeRX Indemnification. ScopeRX shall indemnify, defend, and hold harmless Customer and its affiliates, and their respective officers, directors, shareholders, employees, agents, contractors, licensors, and representatives (and their respective successors and assigns) from and against any third-party Claims arising out of or alleging that the Services infringe or misappropriate any intellectual property rights of such third party, excluding claims arising from Customer Data, modifications not made by ScopeRX, or use in combination with materials not provided by ScopeRX. Notwithstanding the foregoing, if the Services become, or in ScopeRX's opinion are likely to become, the subject of an infringement claim, ScopeRX may: (1) procure the right for Customer to continue using the Services; (2) modify the Services to make them non-infringing; or (3) terminate the affected Services and refund any prepaid, unused Fees.

(c) Indemnification Procedures. The party to be indemnified ("Indemnified Party") shall promptly notify the other Party ("Indemnifying Party") in writing of any Claims and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such Claims. The Indemnifying Party shall have the right to select counsel and to control the defense and settlement of such Claims; provided, however, that the Indemnified Party shall be entitled to participate in the defense of such Claims and to employ counsel at its own expense to assist in handling the Claims, and provided further, that the Indemnifying Party shall not take any action in defense or settlement of the Claims that would negatively impact the Indemnified Party. The Indemnified Party shall provide cooperation and participation of its personnel as required for the defense at the cost and expense of the Indemnifying Party.

9. MEDIATION AND ARBITRATION

If a dispute arises under this Agreement, the Parties agree to first attempt to resolve said dispute by submitting the matter to a mutually agreed-upon mediator in the State of Georgia. The Parties agree to share any mediation costs and fees, other than their respective attorney fees, equally. If the dispute is not resolved through mediation or the Parties do not agree upon a mediator, the Parties agree to submit the dispute to binding arbitration in the State of Georgia in accordance with the rules of the American Arbitration Association, and consent to any such disputes being so resolved. Arbitrators shall apply the laws of the State of Georgia, excluding choice-of-law principles. Arbitrators may not award any punitive, incidental, indirect, special, or consequential damages, including, but not limited to, damages for lost profits. Judgment on the award rendered in any such arbitration may be entered in any court having jurisdiction thereof.

10. CONFIDENTIALITY

(a) Confidentiality. "Confidential Information" means all non-public information disclosed by either Party to the other in connection with this Agreement, whether in written, oral, or other form, that is designated as confidential or that reasonably should be understood to be confidential given its nature or the circumstances of disclosure. This includes, without limitation: (1) materials provided for use under this Agreement; (2) business, marketing, and pricing information; (3) trade secrets, know-how, processes, software, and technical information; and (4) information relating to a Party's employees, customers, vendors, or business partners. All non-public, proprietary, or technical information of a Party (or its affiliates, contractors, or partners) shall be deemed Confidential Information regardless of labeling. Confidential Information does not include information that: (i) becomes public through no fault of the receiving Party; (ii) was lawfully known prior to disclosure; (iii) is received from a third party without restriction; (iv) is independently developed without use of the Confidential Information; or (v) is required to be disclosed by law or court order, provided prompt notice is given and reasonable efforts are made to limit disclosure.

Notwithstanding the foregoing, all templates, schematics, processes, and technical documentation provided by ScopeRX are ScopeRX Confidential Information and may be used by Customer solely for its internal business purposes in connection with the Services.

(b) Disclosure. Each Party agrees not to use or disclose the other Party's Confidential Information, during or after the Term, except as permitted under this Agreement. Each Party will protect such information using reasonable care and treat it as strictly confidential. Each Party may disclose Confidential Information to its employees, contractors, and agents on a need-to-know basis, provided they are bound by confidentiality obligations at least as protective as those in this Agreement and the disclosing Party remains responsible for such recipients.

(c) Injunctive Relief. Unauthorized use or disclosure of Confidential Information may cause irreparable harm. The disclosing Party is entitled to seek injunctive or equitable relief, without the requirement to post bond, in addition to any other available remedies.

11. INTELLECTUAL PROPERTY

The Services incorporate ScopeRX's pre-existing intellectual property, including ScopeRX software, methodologies, templates, configurations, analytics logic, know-how, documentation, and tools (collectively, "ScopeRX IP"). As between the Parties, ScopeRX retains all right, title, and interest in and to the ScopeRX IP, including all improvements, enhancements, modifications, and derivative works thereof. As between ScopeRX and Customer, Customer retains all right, title, and interest in and to the data and materials it provides to ScopeRX ("Customer Data").

Subject to payment of all applicable Fees, ScopeRX grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use Output solely for Customer's internal business purposes and in accordance with this Agreement. No ownership rights are transferred, and no implied licenses are granted.

12. DEFAULT; REMEDIES

(a) Default by Customer. Customer shall be in default of this Agreement (each, a "Customer Default") if Customer: (1) fails to cure any monetary breach within ten (10) days after receipt of written notice; (2) fails to cure any non-monetary breach of any material term of this Agreement within thirty (30) days after receipt of written notice; or (3) files or initiates, or has filed or initiated against it, any proceeding seeking liquidation, reorganization, winding up, or other relief under any bankruptcy, insolvency, or similar law, including the appointment of a trustee, receiver, liquidator, custodian, or similar official.

(b) Remedies Upon Customer Default. In the event of a Customer Default, ScopeRX may, in its discretion and without limiting any other rights or remedies: (1) suspend the Services in whole or in part until the Customer Default is cured; (2) cure a non-monetary breach on Customer's behalf, at Customer's expense, and invoice Customer for the reasonable costs incurred; and/or (3) terminate this Agreement. The foregoing remedies are cumulative and are in addition to, and not in substitution for, any other remedies available to ScopeRX under this Agreement, at law, or in equity.

(c) Default by ScopeRX. ScopeRX shall be in default of this Agreement (a "ScopeRX Default") if it fails to cure any non-monetary breach of a material term of this Agreement within thirty (30) days after receiving written notice of such breach from Customer, which period shall be extended sixty (60) additional days if ScopeRX notifies Customer that it can reasonably cure the ScopeRX Default within the extended period. Upon an uncured ScopeRX Default, Customer may terminate this Agreement upon written notice to ScopeRX. Any such termination shall not relieve Customer of its obligation to pay all amounts accrued and payable prior to the effective date of termination.

13. MISCELLANEOUS

(a) Electronic Communications, Notices, and Signatures. The Parties agree that any notices, disclosures, consents, agreements, amendments, approvals, invoices, or other communications required or permitted under this Agreement may be provided by electronic means, including without limitation email or through the Services. Electronic communications shall be deemed given when transmitted to the designated electronic address or made available through such platform.

This Agreement and any amendment, or other related document may be executed and accepted electronically, including through click-wrap acceptance, electronic acknowledgment, or electronic signature, and each such electronic execution shall be deemed an original for all purposes. The Parties agree that electronic records and signatures shall be admissible in any proceeding to enforce this Agreement and shall not be denied legal effect solely because they are in electronic form.

(b) Entire Agreement. This Agreement, together with all documents that are incorporated by reference, constitute the entire agreement between the Parties, represent the final expression of the Parties' intent and agreement relating to the subject matter hereof, contain all the terms and conditions that the Parties agreed to relating to the subject matter, and replaces and supersedes all prior discussions, understandings, agreements, negotiations, e-mail exchanges, and any and all prior written agreements between the Parties.

(c) Severability. If any provision of this Agreement is declared by any court of competent jurisdiction to be illegal, void, unenforceable, or invalid for any reason under applicable law, the remaining parts of this Agreement shall remain in full force and effect and shall continue to be valid and enforceable. If a court finds that an unenforceable portion of this Agreement may be made enforceable by limiting such provision, then such provision shall be deemed written, construed, and enforced as so limited.

(d) Successors and Assigns. Neither Party may assign or transfer this Agreement or its obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld; provided, however, that ScopeRX may assign or transfer this Agreement in the event of a sale of all or substantially all of its assets or of ScopeRX. Any purported assignment in violation of this section shall be void. This Agreement shall be binding on and inure to the benefit of the Parties' respective successors and assigns.

(e) Independent Status. It is understood by both Parties that ScopeRX is not an employee, partner, joint venturer, or agent of the Customer. Neither Party shall hold itself out as representing the other Party or bind or attempt to bind the other Party to any contract. Unless this Agreement specifically states otherwise, the manner in which the Services are to be performed shall be determined by ScopeRX.

(f) Survival. All provisions that logically ought to survive termination of this Agreement, including without limitation Sections 4-12, shall survive the expiration or termination of this Agreement.

(g) No Waiver. The failure of any Party to insist upon strict compliance with any of the terms, covenants, duties, agreements, or conditions set forth in this Agreement, or to exercise any right or remedy arising from a breach thereof, shall not be deemed to constitute a waiver of any such terms, covenants, duties, agreements, or conditions, or any breach thereof.

(h) Force Majeure. Either Party who fails to timely perform its obligations under this Agreement ("Nonperforming Party") shall be excused from any delay or failure of performance required hereunder if caused by reason of a Force Majeure Event as defined herein, subject to the following:

"Force Majeure Event" means any event, circumstance, occurrence, or contingency, regardless of whether it was foreseeable, which is (1) not caused by, and is not within the reasonable control of, the Nonperforming Party and (2) prevents the Nonperforming Party from performing its obligations under this Agreement. Such events may include, but are not limited to: acts of war; insurrections; fire; laws, proclamations, edicts, ordinances, or regulations; strikes, lock-outs, or other labor disputes; riots; explosions; hurricanes, earthquakes, floods, and other acts of nature; cyberattacks against critical infrastructure or third-party service providers; pandemics or other public health emergencies declared by governmental authorities; and widespread supply chain failures or disruptions affecting essential hardware, software, or telecommunications services necessary for performance under this Agreement.

The obligations and rights of the Nonperforming Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations under this Agreement shall resume. In the event that the interruption of the Nonperforming Party's obligations continues for a period in excess of sixty (60) days, either Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

Upon occurrence of a Force Majeure Event, the Nonperforming Party shall (i) immediately make all reasonable efforts to comply with its obligations under this Agreement; (ii) promptly notify the other Party of the Force Majeure Event; (iii) advise the other Party of the effect on its performance and estimated delay; and (iv) provide the other Party with reasonable updates.

(i) Choice of Law and Forum. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort, or otherwise, shall likewise be governed by the laws of the State of Georgia, excluding that State's choice-of-law principles. Any litigation permitted notwithstanding Section 9 shall be brought exclusively in Georgia.

(j) Attorney Fees. In the event that any arbitration, suit, or action is instituted to resolve a dispute pertaining to matters covered under this Agreement, or enforce any provision thereof, the prevailing Party in any such dispute or proceeding shall be entitled to recover from the losing Party all fees, costs, and expenses of enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all reasonable fees and expenses of attorneys and accountants, court costs, and expenses of any appeals.

(k) Counterparts. Subject to electronic acceptance, the Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same Agreement.