

FOUNDRY TERMS AND CONDITIONS

These Foundry Terms and Conditions (“**Terms**”) set forth the terms and conditions under which Company will provide Client with services (“**Services**”) and deliver any deliverables that are part of the Services (the “**Deliverables**”), all as described in one or more order forms, statements of work, insertion orders, or other ordering documents referencing these Terms (each, a “**SOW**”). “**Company**” means the Foundry entity identified in the SOW; “**Client**” means the Client entity identified in the SOW.

The SOW and these Terms constitute the entire agreement (“**Agreement**”) and supersedes any related discussions, writings, and proposals. Any other terms and conditions Client seeks to incorporate via a purchase order or otherwise, even where such document is signed or otherwise acknowledged by Company as a courtesy, are excluded, and Client’s use of the Services and/or Deliverables confirms Client’s acceptance of these Terms.

1 Scope of Agreement

- 1.1 **Description of Services.** The SOW includes a description of the Services and Deliverables, applicable timelines and Fees (as defined below), and any special conditions. If Company agrees to change the Services or Deliverables at Client’s request, the parties will document the agreed change in writing (“**Change Order**”), along with any mutually agreed adjustments to the Fees and/or timelines in the SOW.
- 1.2 **Accessing Services.** Subject to the terms and conditions of the Agreement and the limitations in Section 1.3 (Limitations), Company grants Client the right to: (a) access and use the Services, including all content, data, and any other materials published or made available by Company on or through the Services (the “**Content**”) for so long as Client contracts for the Service; and (b) use, copy, and modify the Deliverables expressly identified in the SOW, if any. Access and use of the Services, including the right to use, copy and modify Deliverables, is limited to Client’s designated employees and contractors (“**Authorized Users**”) and Client is responsible for any violation of the Agreement or the applicable SOW by its Authorized Users. Client’s and its Authorized Users’ use of quotes or excerpts of Content, as permitted by the Agreement, must appropriately cite and credit Company as the source.
- 1.3 **Limitations.** Unless expressly set forth otherwise in these Terms or in the applicable SOW, the rights granted to Client in Section 1.2 (Accessing Services) are nonexclusive, nontransferable, and limited to Client’s internal, non-commercial use. Client may not (including via the use of Generative AI Technology, as set forth in Section 1.4 (Technology)): (i) sell, sublicense, distribute, reverse engineer, scrape, decompile, or transform Services or create derivative works from the Services to create any product or service that competes with, provides a substitute for, or reduces the market for, a Service offered by Company; or (ii) allow any third parties or unauthorized users to access, use or benefit from the Services in any way whatsoever. If a Service is sold on a per-seat basis, the total number of Authorized Users will not exceed the number set forth in the SOW.
- 1.4 **Technology.** Company and Client agree that in the provision and use of the Services, each may use internally built or licensed Generative AI Technology, subject to the following: (i) its use shall be in compliance with applicable law and the terms of this Agreement, including use rights grant, limitations, and consents; (ii) it shall not use Personal Data or the Intellectual Property of the other in any prompts or inputs into any Generative AI Technology which will train, improve, or enhance the machine learning or algorithm of such Generative AI Technology; and (iii) its use shall not in any way violate the Intellectual Property Rights of others. “**Generative AI Technology**” means deep learning, machine learning, and other artificial intelligence technologies, including any and all (a) proprietary algorithms, software or systems that make use of or employ neural networks, statistical

learning algorithms (like linear and logistic regression, support vector machines, random forests, k-means clustering), or reinforcement learning, including ChatGPT, Bard and similar large language models, and (b) proprietary embodied AI and related hardware or equipment.

- 1.5 **Changes in Usage.** If a Service is sold on an enterprise-wide basis, use is limited to Authorized Users of Client and its wholly owned Affiliates as of the effective date in the SOW ("**SOW Effective Date**"). In the event the SOW is assigned or if Client acquires or is acquired by another entity during the term of the SOW, Client must promptly notify Company in writing, and Company will quote additional Fees payable, if any, based on the extended usage of the Services and/or Deliverables.
- 1.6 **Affiliates.** For the purposes of these Terms, "**Affiliate**" means with respect to a party, any entity which directly or indirectly controls, is controlled by or is under common control with such party, and "control", for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such party.

2 Fees and Payment

- 2.1 **Fees.** Client will pay Company the fees set forth in the SOW ("**Fees**") and will reimburse expenses as set forth in the SOW or otherwise agreed in writing ("**Expenses**"). Fees are exclusive of all taxes, and Company will invoice Client for any taxes it is required to collect or remit, other than (a) Company's income taxes or franchise taxes and (b) VAT or other indirect sales tax for which Client has provided a valid tax exemption or direct pay certificate. Client will provide Company evidence of any taxes withheld as required by local law.
- 2.2 **Invoicing and Payment.** Company will invoice Client for Fees and Expenses as set forth in the SOW. Payments must be made in US dollars unless the SOW specifies otherwise. Payments are due in accordance with the payment terms set forth in the applicable SOW. In the absence of payment terms in the SOW, payments are due within thirty (30) days of the invoice date. If Client believes an invoice is incorrect, it will notify Company promptly and pay the undisputed portion of the invoice. Undisputed late payments will accrue interest at the rate of 1.5% per month or the maximum allowed by law, whichever is less, and Company will be entitled to recover all costs of collection, including reasonable attorneys' fees.

3 Confidentiality

- 3.1 **Definition.** "**Confidential Information**" means all proprietary, non-public information of Company, Client, or their respective Affiliates, including: (a) technical, marketing, financial, and business information, know-how, processes, policies, client lists, and data; (b) the terms of the Agreement; and (c) any other information or materials of a type, or disclosed in a manner, that would lead a reasonable person to understand it should be considered confidential. In addition, Company's Confidential Information includes price quotes.
- 3.2 **Exceptions.** Confidential Information does not include information that: (a) is or becomes publicly available, other than as a result of the receiving party disclosing the information without authorization; (b) the receiving party or its Affiliates rightfully receive or have received from a third party without restrictions on disclosure; (c) is independently developed by the receiving party or its Affiliates without access to the Confidential Information received under the Agreement; or (d) is provided to a governmental authority in connection with compliance with any Trade Laws (as defined hereunder).
- 3.3 **Confidentiality Obligations.** The receiving party will use the disclosing party's Confidential Information only to provide or receive the Services and will protect it from unauthorized disclosure with the same degree of care it uses to protect its own information of like nature (but not less than reasonable care). The receiving party may share the Confidential Information with Authorized Recipients (defined below)

who need access for purposes of performing their duties under the Agreement and who are subject to confidentiality obligations at least as restrictive as those in the Agreement, but it will not disclose the Confidential Information to third parties except as provided in the Agreement or with the disclosing party's express written consent. "**Authorized Recipients**" means the employees, officers, directors, consultants, contractors, advisors and/or legal counsel of the receiving party or its Affiliates. A receiving party may disclose Confidential Information as required by applicable law or a court order but must give the disclosing party reasonable advanced written notice, unless it is prohibited by law from doing so, and make reasonable efforts to secure confidential treatment of the Confidential Information.

3.4 **Effect of Termination.** The parties' confidentiality obligations will survive for two (2) years after expiration or termination of the Agreement. If directed in writing to do so by the disclosing party, the receiving party will return or destroy all materials, other than archived computer system backups, containing the disclosing party's Confidential Information. The archived Confidential Information, if any, will remain subject to the confidentiality provisions of the Agreement.

3.5 **Remedies.** The receiving party acknowledges that unauthorized disclosure or use of Confidential Information may cause the disclosing party to suffer irreparable harm that may not be adequately compensated by monetary damages. In addition to any other remedies that may be available to it, the disclosing party is entitled to seek injunctive relief, without posting bond, in connection with the receiving party's imminent or threatened breach of its confidentiality obligations. If the receiving party breaches its confidentiality obligations, the disclosing party may terminate the Agreement immediately upon written notice to the receiving party.

4 Data Protection

4.1 **Definitions. "Data Protection Laws"** means applicable laws and regulations regarding the processing, privacy, or use of personal data, including, as applicable (a) Regulation (EU) 2016/679 of April 2016 on the protection of natural persons regarding the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (the "**EU GDPR**"); (b) the United Kingdom's Data Protection Act 2018 and GDPR as adopted into law of the United Kingdom by virtue section 3 of the United Kingdom's European (Withdrawal) Act 2018 (the "**UK GDPR**"); and (c) the California Consumer Privacy Act ("**CCPA**") and California Privacy Rights Act ("**CPRA**"). "**GDPR**" means the EU GDPR and UK GDPR. The terms "**Personal Data**," "**Controller**," and "**Processor**" have the meanings set forth in the Data Protection Laws.

4.2 **Independent Controller.** Company processes Personal Data, including business card data of Client and its representatives, primarily as an independent Controller and for the purposes of: (a) invoicing, billing, and other business inquiries; (b) contract and project management; and (c) order fulfillment and delivery or other access to Services. Processing of Personal Data is subject to Company's published privacy policy, as amended from time to time. As an independent Controller, Company will determine the purposes and means by which Personal Data is processed. Company has implemented commercially reasonable measures, including the use of technical and physical controls, to ensure that Personal Data is maintained accurately and safeguarded against destruction, loss, alteration, unauthorized disclosure to third parties, or unauthorized access by Company employees or contractors.

4.3 **No Joint Controllership.** The parties are not entering into a relationship of joint controllership regarding Personal Data processed under the Agreement or in connection with the Services, and no provision of the Agreement will be construed or interpreted as evidence of intent to establish such a relationship. Neither party has offered to act as a joint Controller regarding the Personal Data, and neither party is relying on any representation that the parties will be joint Controllers. When acting as independent Controllers, the parties are not liable to each other for any processing of Personal Data under the Agreement.

- 4.4 **Additional Agreements.** If the nature or configuration of the Services requires Company to act on Client's behalf as a Processor of Personal Data subject to the GDPR, the Company Data Processing Addendum available at <https://foundryco.com/> will govern Company's processing of Personal Data. If Company is subject to GDPR and Client is established outside the European Economic Area and the United Kingdom, in a third country that does not ensure an adequate level of data protection, the parties will enter into the standard contractual clauses for international transfers (version 04 June 2021) before Company makes any Controller-to-Controller transfers of Personal Data.

5 Ownership and Limitations

- 5.1 **Definitions.** “**Intellectual Property Rights**” means all rights, anywhere in the world, whether statutory, common law, or otherwise, in and to: (a) works of authorship, copyrights, patents, trade secrets, trademarks, service marks, and rights in domain names; (b) databases and other compilations and collections of data or information, content, publicity and privacy rights; (c) Personal Data; (d) other intellectual and industrial property; and (e) all current and future rights relating to any of the above. “**Background IP**” means Intellectual Property Rights that are owned or controlled by a party prior to the SOW Effective Date, that are licensed to a party by a third party under a license that authorizes use or disclosure of the Intellectual Property Rights, or that are conceived, discovered, created, developed and/or reduced to practice by a party or its employees, contractors, or agents independently of the work done under the Agreement.
- 5.2 **Ownership.** Company retains sole and exclusive ownership of its Background IP, its Confidential Information, and all Intellectual Property Rights associated with the Services including Content and Deliverables; and any improvements, enhancements, or modifications to any of them; and any materials or know-how (other than Client Background IP and Confidential Information) used or created while performing its obligations under the Agreement, including proprietary methodologies, processes, content, data, templates, models, and algorithms (collectively “**Company IP**”). Client retains sole and exclusive ownership of its Background IP and Client Confidential Information. Except as set forth in the Agreement or the applicable SOW, neither party has any right or license to the other party's Confidential Information or Background IP. Each party reserves all rights not expressly granted in the Agreement.
- 5.3 **Use of Client Provided Materials.** Client grants Company for the duration of the Agreement the right to use materials provided by or on behalf of Client, including Client Confidential Information and Client Background IP (“**Client Provided Materials**”) solely as required to provide the Services and deliver the Deliverables.
- 5.4 **Feedback.** Client may, during its relationship with Company and/or while receiving Services, provide feedback or other data (“**Feedback**”) to Company or its Affiliates regarding one or more of Company's services, the Deliverables, or technology vendor(s) offerings and capabilities in any form including questions, comments, or suggestions. Notwithstanding anything to the contrary in the Agreement, Company may use and exploit Feedback without restriction or obligation to Client, but shall not associate Client as the source of such Feedback.

6 Limited Warranty and Disclaimer

- 6.1 Company will perform the Services in a professional and workmanlike manner according to current industry standards and the Deliverables will materially conform to the description set forth in the SOW. In the event the Services or Deliverables materially differ from the specifications contained in the SOW, Client shall timely provide a detailed explanation in writing to Company. Company will either, in its sole discretion, timely re-perform or correct any nonconforming Services or Deliverables at no additional cost to Client or provide a full refund of the Fee associated with the non-conforming Service or Deliverable. The foregoing shall be Client's sole and exclusive remedy for any

nonconforming Services or Deliverables. Company shall not be liable to the extent that Client's acts or omissions prevent, impede, or delay Company's performance hereunder.

- 6.2 COMPANY DOES NOT REPRESENT OR WARRANT THE SERVICES (INCLUDING CONTENT) OR DELIVERABLES ARE OR WILL BE ERROR-FREE OR WILL ENABLE CLIENT TO ACHIEVE ANY PARTICULAR RESULT. EXCEPT AS PROVIDED IN SECTION 6.1, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CLIENT ACKNOWLEDGES THAT COMPANY IS NOT A PROFESSIONAL ADVISOR AND IS NOT PROVIDING INVESTMENT, FINANCIAL, OR OTHER ADVICE. CLIENT IS RESPONSIBLE FOR THE DECISIONS IT MAKES IN USING THE SERVICES (INCLUDING CONTENT) AND/OR DELIVERABLES.

7 Indemnity

- 7.1 Company will indemnify, defend and hold harmless Client and Client Affiliates, employees, officers, directors, shareholders, and assigns (each a "**Client Indemnified Party**") against all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Client or the Client Indemnified Party resulting from a valid third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the use of the Services or Deliverables in accordance with the Agreement infringe or misappropriate such third party's intellectual property rights, provided that Client Indemnified Party promptly notifies Company in writing of the Third-Party Claim, cooperates with Company, and allows Company sole authority to control the defense and settlement of such Third-Party Claim. In the event of any Third Party Claim, Company may, at its option: (a) purchase a license to permit Client to continue using the Services or Deliverables; (b) modify or replace the relevant Services or Deliverables with non-infringing alternatives of substantially equivalent performance; or if the options under (a) or (b) are not commercially feasible, (c) terminate this Agreement and reimburse Client for the Fees paid for such Services or Deliverables. Notwithstanding the above, in the event of any Third-Party Claim, Company shall not be liable to the extent the infringement is based on: (i) the combination of the Services or Deliverables with any item not supplied by Company; (ii) modifications not made by Company; or (iii) use of the Services or Deliverables by Client in violation of the terms of this Agreement.
- 7.2 Client will indemnify, defend, and hold harmless Company and Company Affiliates, employees, officers, directors, shareholders, and assigns (each an "**Company Indemnified Party**") against all Losses incurred by Company or the Company Indemnified Party resulting from a valid Third Party Claim that the Client Provided Materials infringe or misappropriate such third party's intellectual property rights, provided that Company Indemnified Party promptly notifies Client in writing of the claim, cooperates with Client, and allows Client sole authority to control the defense and settlement of such claim

8 Limitation of Liability

- 8.1 NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOST PROFITS OR BUSINESS INTERRUPTIONS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE. SUBJECT TO SECTION 8.2, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER A SOW FOR DAMAGES THAT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID OR PAYABLE TO COMPANY BY CLIENT FOR THE SERVICES GIVING RISE TO LIABILITY DURING THE PERIOD OF TWELVE (12) MONTHS PRECEDING THE CLAIM. THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE THEORY OF LIABILITY OR FORM OF ACTION, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- 8.2 NEITHER PARTY EXCLUDES OR LIMITS LIABILITY FOR: (i) FRAUD; (ii) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (iii) BREACH OF SECTION 1.3 (LIMITATIONS); OR (iv) ANY OTHER LIABILITY (SUCH AS GROSS NEGLIGENCE) WHERE NOT PERMITTED TO DO SO UNDER APPLICABLE LAW.

9 Term and Termination

- 9.1 **Term.** The term of the Services will be set forth in the SOW. Any extension of a SOW requires mutual written agreement of the parties and will be at Company's then-current Fees.
- 9.2 **Termination and Suspension.** A party may terminate the Agreement upon written notice if the other party has committed a material breach and has not cured it within thirty (30) days after receiving written notice of breach. In addition, Company may terminate or suspend a SOW upon written notice if Client: (a) fails to make any overdue payments within fifteen (15) days after written notice of default; (b) initiates or becomes the subject of bankruptcy or insolvency proceedings or is adjudicated bankrupt; or (c) becomes affiliated with or assigns the SOW to a competitor of Company or its Affiliates. Company may terminate the Agreement with immediate effect and without written notice in the event Company determines, in its sole and absolute discretion, that (i) a breach of Section 10.2 (Trade Laws) has occurred; and/or (ii) continued performance under the Agreement would result in a violation of any Trade Laws.
- 9.3 **Effect of Termination.** Unless Company has agreed otherwise in the SOW, upon termination, all usage rights to Services and Deliverables end immediately upon termination and Client must delete or return Content and Deliverables in its possession or control. If requested, Client will provide written confirmation of compliance with this Section. If Client terminates due to Company's breach, Client is obligated to pay Company all amounts owed under the SOW up until the effective date of the termination. Otherwise, Client remains obligated to pay Company all amounts under the SOW, in addition to any reimbursable expenses without deduction. Termination will not affect other accrued rights and obligations. Upon termination by Company due to Client's material breach, all fees for services performed through the date of termination, all non-cancellable commitments made by Company on Client's behalf prior to the effective date of termination, and any minimum commitments or guaranteed fees specified in the applicable SOW, shall become immediately due and payable.
- 9.4 **Survival.** The provisions of this Section 9.4 (Survival) and Sections 1.3 (Limitations), 2 (for Services rendered before termination), 3 (Confidentiality), 5 (Ownership and Limitations), 6.2 (Disclaimer), 7 (Indemnity), 8 (Limitation of Liability), 9.3 (Effect of Termination), 9.5 (Effect of Client Delay), 9.6 (Cancellation), and 10 (General), and all definitions, and any other provisions that by their nature ought to survive, will survive termination or expiration of the Agreement.
- 9.5 **Effect of Client Delay.** If due to Client's delays the Services are not completed within thirty (30) days of the original completion date set forth in the applicable SOW, Company reserves the right to immediately close out the applicable SOW upon written notice (email to suffice), and such SOW shall be deemed terminated upon delivery of such notice. In the event of such termination, Client remains responsible for all Fees under the applicable SOW and any pre-paid Fees will not be refunded.
- 9.6 **Cancellation.** The Services described in each SOW are non-cancellable. If, notwithstanding the foregoing, Company agrees in its sole discretion to accept Client's request to cancel a program prior to completion, the following cancellation fees shall apply in addition to all Fees for services performed through the date of cancellation and all non-cancellable third-party costs committed by Company on Client's behalf: (i) if Client provides written notice of cancellation more than sixty (60) days prior to the scheduled program completion date, a cancellation fee equal to twenty-five percent (25%) of the remaining unperformed Fees; or (ii) if Client provides written notice of cancellation sixty (60) days or fewer prior to the scheduled program completion date, a cancellation fee equal to fifty percent (50%) of the remaining unperformed Fees. All pre-paid Fees are non-refundable. This Section does not limit Company's right to recover all amounts due under the applicable SOW pursuant to the Agreement.

10 General

- 10.1 **Independent Contractor.** Company is an independent contractor and not Client’s agent, employee, partner, or joint venturer. Neither party is authorized to bind, commit, or obligate the other in any way. Company may perform some or all of its obligations from any of its offices globally or through any of its Affiliates or third parties, provided Company remains responsible for their performance
- 10.2 **Trade Laws Compliance.** Client represents and warrants that none of Client nor any of its Affiliates, nor any officer, director, employee or agent of the foregoing, nor any Authorized User (a) has offered to pay, paid, promised to pay, or authorized the payment of, or will offer to pay, pay, promise to pay, or authorize the payment of, money or anything else of value with the purpose or effect of public or commercial bribery, acquiescence in extortion or kickbacks, or any other means of obtaining business that is improper or would violate the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act 2010 or any other applicable anti-corruption or antibribery laws and regulations (“**Anti-Corruption Laws**”) in connection with the Agreement; (b) is in violation of or will violate any Anti-Corruption Laws, Sanctions, as well as applicable export controls, import controls (collectively, together with Anti-Corruption Laws and Sanctions, “**Trade Laws**”), with respect to the provision of the Services and any other activities, transactions or dealings contemplated under the Agreement; (c) is or is acting for, on behalf or at the direction of, a person who is (i) the target of sanctions imposed by the United States, United Kingdom, European Union or any member state thereof, United Nations, Canada, Australia, New Zealand, or Japan (collectively, “**Sanctions**”), (ii) organized, located or resident in any country or territory that is the target of comprehensive Sanctions (including Cuba, Iran, North Korea, Syria, Crimea, Donetsk People’s Republic, Luhansk People’s Republic, Kherson, and Zaporizhzhia regions of Ukraine, or any country or territory whose government is the target of Sanctions (including Venezuela) or that is otherwise the target of broad Sanctions restrictions (including Afghanistan, Russia and Belarus) (collectively, “**Sanctioned Country**”); or (iii) owned or controlled by person(s) described in clause(s) (a) and/or (b) (collectively, “**Sanctioned Persons**”); or (d) has engaged or will engage, directly or indirectly, in any activity, transaction or dealing involving a Sanctioned Person or Sanctioned Country in connection with the Agreement (including, but not limited to, reexporting the Services to a Sanctioned Person, or transferring funds to Company from or through a financial institution that is a Sanctioned Person). Client shall not, and shall not permit any of its Affiliates to, directly or indirectly, fund all or part of any payment under the Agreement out of proceeds derived from criminal activity or activity or transactions in violation of any Trade Laws, or that would otherwise cause any Person (including Company) to be in violation of any Trade Laws. Client represents and warrants that it will inform Company in writing if any of the above representations or warranties is or becomes untrue.
- 10.3 **Publicity.** Client consents to Company’s use of Client ’s name and logo in its client lists and marketing materials subject to compliance with trademark or similar standard guidelines that Client provides to Company.
- 10.4 **Assignment.** Neither party may assign or transfer its rights under the Agreement without the prior written consent of the other. Notwithstanding the foregoing, either party may assign, without the other party’s consent, in whole or in part, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the assets of such party to which the Agreement pertains. The assigning party must promptly notify the other party in writing of any such assignment. The Agreement and all its provisions will inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.
- 10.5 **Force Majeure.** A party’s failure or delay in performing an obligation under the Agreement (other than a failure to make payment when due) will be excused, and no damages will be owed, to the extent the failure or delay is caused by a Force Majeure Condition. The party whose performance is affected must notify the other party of the Force Majeure Condition as soon as reasonably possible and take all

commercially reasonable steps to restore its ability to perform. A **“Force Majeure Condition”** means an event or condition beyond the affected party’s reasonable control, including natural disasters or severe weather, power outages, war, riot, terrorism, civil unrest, acts of governmental or quasi-governmental authorities (excluding an event or condition which would constitute a breach under Section 10.2 (Trade Laws)), strikes, shortages, and pandemic or other declared public health emergencies, along with any related restrictions on travel or the size or time of permitted gatherings.

- 10.6 **Notices.** Notices, demands, and other communications regarding the Agreement are effective only if made in writing and sent to a party at its address set forth on the SOW (and, in the case of Company, copied to foundry.legal@foundryco.com). A party can use a notice sent under this Section 10.6 (Notices) to designate a new address or email address for receipt of future notices.

Governing Law and Alternative Dispute Resolution. All disputes arising out of or relating to the Agreement, other than actions by Company to collect any outstanding invoices or petitions for temporary or permanent injunctive relief, will be submitted to mediation before a mediator appointed by the designated Dispute Resolution Body set below and conducted under the Dispute Resolution Body’s mediation rules. If mediation fails to resolve the dispute, the matter will be submitted before an arbitrator appointed by the Dispute Resolution Body for binding arbitration under its Commercial Arbitration Rules. The arbitrator will decide all questions relating to arbitrability, including whether the parties have agreed to arbitrate and/or whether the agreement to arbitrate covers the dispute. The law that will apply in any dispute arising out of or in connection with this Agreement, the place of any hearing or proceeding, and the Dispute Resolution Body depend on where Client is domiciled, as set forth below:

If Client is domiciled in:	Governing Law:	Place:	Dispute Resolution Body:
Any country outside of the (a) European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, and Monaco and (b) Asia-Pacific region, other than China and Japan	Massachusetts, USA	Boston, Massachusetts United States of America	American Arbitration Association
Any country within the European Economic Area or its regions or territories, the United Kingdom, Switzerland, Andorra, Vatican City, or Monaco	Ireland	Dublin, Ireland	International Centre for Dispute Resolution
Any country within the Asia-Pacific region, other than Japan or China	Singapore	Singapore	International Centre for Dispute Resolution
Japan	Japan	Tokyo, Japan	International Centre for Dispute Resolution
China	China	Beijing, China	International Centre for Dispute Resolution

Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules.

- 10.7 **Severability.** If any portion of the Agreement is determined to be unenforceable or invalid, that provision will be reformed only to the extent necessary for the Agreement to remain in effect, unless modification fundamentally changes the Agreement.
- 10.8 **Conflict and Waivers.** If the terms of a SOW conflict with these Terms, the terms of the SOW will control, but only as to the subject matter of the SOW. All waivers must be in writing. A party's failure or delay in exercising any right or enforcing any remedy under the Agreement does not waive that or any other right or remedy.
- 10.9 **Amendment.** These Terms may be updated from time to time. Company shall provide no less than thirty (30) days' prior notice on the Terms page before any material modification takes effect. By signing a SOW, Client is accepting the version of these Terms available online on the date of signature. If a SOW renews, Client accepts the version available on the date of each renewal. Material modifications shall not apply retroactively to any SOW executed prior to the effective date of the modification.