

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT ("Agreement") is entered into as of _____, 2026 ("Effective Date") between Solynx LLC, a California limited liability company with its principal offices at 807 Yellowstone Court, Tracy, CA 95377 ("Solynx"), and _____, a _____, with its principal offices at _____ ("Customer").

IT IS AGREED, in consideration of each party's covenants herein, as follows:

1. Definitions.

1.1 "Customer Data" means all electronic data and other information submitted to the Service by Customer. Customer Data is defined as "User Data" in the Terms of Use.

1.2 "Customer Deliverables" means any results or other information generated by the Service from Customer Data, including sales opportunities and prospects, contact records, campaign performance data and marketing and sales reports and analytics.

1.3 "Order Form" means any Customer order for the Service, Solynx Professional Services and/or other Customer Service-related options and the fees due and owing therefor that is issued by Solynx and signed by Customer or submitted via Solynx's website at any time and from time to time during the Term (defined below).

1.4 "Service" means, collectively, Solynx's online business applications set forth on each Order Form, expressly excluding Third-Party Applications as well as Solynx Professional Services. The Service will automatically include all updates or upgrades thereto ("Enhancements") during the Term (defined in Section 5.1 below).

1.5 "Subscription" means each annual ("Subscription Term") subscription to the Service purchased by Customer hereunder under an executed Order Form.

1.6 "Terms of Use" means the online terms of use governing the Service as are in effect at any time with which Customer must comply; Solynx's then-current Terms of Use can be found at <https://www.solynx.solutions/terms.html>. However, if there is any conflict, contradiction or inconsistency between the Terms of Use and this Agreement, this Agreement, including its Exhibits and any Order Forms or SOWs entered into hereunder, will govern and control.

1.7 "Third-Party Application" means any Web-based application provided by a third party that operates with the Service. Third-Party Applications are licensed directly by the Customer unless otherwise expressly set forth in an Order Form.

2. Subscription Service and related Professional Services. Subject to the terms of this Agreement, during the Term, Solynx will make the Service available to Customer solely for Customer's internal business operations. Promptly following the Effective Date, Solynx will provide Customer with a unique login and password for its Subscription, and Customer will access the Service through a designated Customer login portal or custom subdomain provided by Solynx.

As and when Solynx provides Professional Services, including implementation services, to Customer, such Services will be provided by Solynx pursuant to a fully-signed Solynx Professional Services Addendum in the form attached hereto as Exhibit A (each, a "PS Addendum"), which will be fully incorporated herein.

Customer acknowledges and agrees that the Service will reside on servers maintained by a third-party provider under contract with Solynx. As between Customer and Solynx, Solynx will be responsible for the acts and omissions of such third-party provider with respect to the Service provided to Customer hereunder.

3. Order Forms. Each of Customer's Order Forms will include, at a minimum, a description of the Service purchased by Customer, any related Solynx Professional Services ordered by Customer and the Fees (defined in Section 5.2 below) therefor.

4. Customer Use of the Service and applicable Restrictions. Customer is responsible for its access to and use of the Service, including all its activities thereon, and for its compliance with the Terms of Use. By

executing this Agreement, Customer agrees to comply with the Terms of Use.

If any Customer Data, in Solynx's reasonable business judgment, (a) violate this Agreement or the rights of any third party, (b) harm or threaten the safety of anyone or (c) create liability for Solynx or any third party, Solynx has the right (but not the obligation) to (i) delete or modify that Customer Data, (ii) terminate Customer's access to and use of the Service and/or this Agreement and/or (iii) cooperate with legitimate government orders and/or take legal action against Customer, including reporting Customer to law enforcement authorities and disclosing properly-requested information.

5. Term, Fees, Payments and Taxes.

5.1. Term. This Agreement will commence on the Effective Date and continue until the end date of the initial Subscription Term ("Initial Term") unless earlier terminated pursuant to Section 8.3 below. Thereafter, each time that Customer renews its Subscription, the Term will automatically continue (each successive Subscription Term, a "Renewal Term") (collectively, the "Term") until terminated as set forth in Section 8.3. In addition, either party may provide written notice of termination of the Subscription and this Agreement to the other party at least 30 days before the end of the Initial Term or then-current Renewal Term.

5.2. Fees and Payment. Customer will pay Solynx for the Service and, if applicable, Solynx's Professional Services as set forth in each Order Form attached hereto (collectively, "Fees").

5.3. Taxes. Solynx's Fees do not include any state or federal sales or use taxes of any kind or any mandatory tax withholding (collectively, "Taxes"); if and when applicable, Customer will be solely responsible for any Taxes due and owing hereunder.

5.4. Late Charge. Without limitation of its other rights and remedies hereunder, including the right to suspend Customer's access to the Service under and subject to Section 8.1 below, Solynx may assess a one-time late charge of 10% against any late payment by Customer if Customer fails to remit payment in full within 5 business days after receipt of written notice from Solynx of such payment default, which Customer agrees is a reasonable estimate of the cost to Solynx of such late payment.

6. Proprietary Rights.

6.1. Ownership of Customer Data and Customer Deliverables. As between Solynx and Customer and on an ongoing basis during the Term, all title and intellectual property rights in and to Customer Data and Customer Deliverables are owned exclusively by Customer, subject to Solynx's limited rights therein and thereto as set forth in the Terms of Use. Customer acknowledges and agrees that Solynx makes backup copies of all Customer Data and Customer Deliverables and stores and maintains such information for a period of time consistent with Solynx's standard business processes. Customer may export its Customer Data and Customer Deliverables or any portion thereof from the Service to its internal network or any other destination; provided that Customer will be fully liable for any such export and for its Customer Data and Customer Deliverables residing outside the Service.

6.2. Solynx Intellectual Property Rights. In accordance with the Terms of Use, Solynx and/or its licensors own all rights, title and interest in and to the Service, all Enhancements and all intellectual property rights incorporated therein, and Customer does not and will not own or acquire any right, title or interest whatsoever therein or thereto. Solynx grants Customer solely the limited right to access and use the Service under Customer's then-current Subscription.

Further, Solynx owns and retains all rights, title and interest in and to Solynx's trademarks, service marks and logos (collectively, the "Solynx Marks"). Customer will not display or use the Solynx Marks in any manner without Solynx's express prior written permission.

7. Customer's Obligations.

7.1. Internet Access. Customer must procure and maintain all network connections that connect Customer's network to the Service. Solynx will use reasonable efforts to notify Customer if Customer needs to upgrade its existing network to maintain or improve its connection to the Service; provided that Solynx assumes no responsibility for the reliability or performance of Customer's network connections.

Customer acknowledges and understands that Customer Data and Customer Deliverables may be accessed by unauthorized parties when communicated across the Internet or other electronic means. Solynx is not responsible for any Customer Data or Customer Deliverables which are delayed, lost, altered, intercepted or stored during the transmission of data across networks not owned and/or operated by Solynx and its licensors.

7.2. Logins and Passwords. Customer will authorize access to the Service by its designated users and will be responsible for the confidentiality and use of any such logins and passwords. Customer will be solely responsible for all its communications with the Service, including its transmission of Customer Data.

7.3. Compliance with Laws. Customer will access and use the Service in full compliance with all applicable laws. Specifically, as and when applicable, Customer will comply with the export laws and regulations of the United States in using the Service and will obtain any licenses and authorizations required for such compliance.

7.4. Third-Party Applications. Solynx may recommend and/or offer for sale certain Third-Party Applications; provided that Customer will purchase any Third-Party Application directly from the applicable Third-Party Application provider and will be governed by such provider's license and other terms. Solynx does not warrant any Third-Party Applications or services except as expressly provided in an Order Form.

7.5. Customer Marks. At Customer's option as specified on its initial Order Form, Customer's Service will be white-labeled and branded with Customer Marks. Customer hereby grants Solynx a nonexclusive license to use, reproduce and display Customer's trademarks, service marks and logos (collectively, the "Customer Marks") in the format provided by Customer solely on the Service and for the performance of Solynx's obligations hereunder. Solynx will not have any right, title or interest in the Customer Marks, which will remain Customer's sole and exclusive property, and Solynx will not take any action that would in any way infringe or interfere with Customer's rights in and to the Customer Marks.

8. Suspension/Termination.

8.1. Suspension of Delinquent Account. Solynx may suspend Customer's access to and/or use of the Service for nonpayment of any Fees; provided that Solynx will provide Customer with written notice of any such nonpayment and at least 5 business days to cure prior to any suspension. Solynx will not be liable to Customer or to any third party for any suspension of the Service pursuant to this Section 8.1.

8.2. Suspension for Ongoing Harm. Solynx may suspend Customer's access to and/or use of the Service if Solynx reasonably concludes that Customer's Service is causing immediate, material and ongoing harm to Solynx or others, and Solynx will not be liable to Customer or any third party for any suspension of the Service pursuant to this Section 8.2.

8.3. Termination for Cause. Either party may immediately terminate this Agreement and all Subscriptions and Order Forms hereunder if the other party materially breaches this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching party.

Upon termination, Customer will have no further right to access or use the Service. Except as set forth in the next sentence, on termination, Customer will remit to Solynx the balance of the then-current annual Subscription Fee due and owing for the remainder of the then-current Subscription Term and all other Fees then due and owing under all active Order Forms. However, if Customer terminates this Agreement on Solynx's uncured material breach or bankruptcy or a continuing force majeure event affecting Solynx under Section 13(vii) below, Customer will only be obligated to remit to Solynx the Fees, including monthly Subscription Fees, then due and owing under all open Order Forms.

8.4 Termination on Bankruptcy. If a party becomes the subject of an involuntary bankruptcy filing and fails to discharge or terminate such proceeding within 120 days, voluntarily files for bankruptcy or makes any assignment for the benefit of creditors and is unable to meet its obligations during the pendency of such proceedings, or ceases business operations continuously for longer than 15 business days, then, subject to and in accordance with applicable bankruptcy laws, the other party may immediately terminate this Agreement on written notice unless the affected party immediately gives the other party adequate assurance of the future performance of this Agreement.

8.5. Handling of Customer Data and Customer Deliverables on Termination. Following termination of Customer's access to and use of the Service, Solynx will be entitled to delete Customer's account from the Service; provided that, conditioned on Customer's payment of all its outstanding Fees, Solynx will grant Customer limited access to the Service for 30 days after termination for the sole purpose of permitting Customer to retrieve Customer Data and Customer Deliverables thereon.

9. Confidentiality. The Mutual Nondisclosure Addendum attached hereto as Exhibit B is hereby incorporated herein in full by this reference.

10. Solynx Covenants and Disclaimer of Warranties.

10.1. Service Provided As-Is. During the Term, Solynx provides Service on an "as is, where is" basis without warranties of any kind.

10.2. Disclaimer of Warranties. EXCEPT AS ANY WARRANTIES PROVIDED BY LAW, SOLYNX DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICE AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN SECTION 10 ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SOLYNX. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. AS STATED ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

Solynx cannot and does not guarantee continuous uninterrupted or secure access to the Service or any features thereon. Operation of the Service may be subject to interference from numerous factors outside Solynx's control, including scheduled and preventative maintenance as well as required and emergency maintenance work. Further, Solynx does not control the actions of users or other third parties in connection with the Service.

10.3. Backup; Business Continuity and Disaster Recovery. Solynx and its licensors will back up all Customer Data and Customer Deliverables resident on the Service and will implement and maintain a measurable, documented business continuity/disaster recovery plan to ensure continuity and quality of the Service during the Term.

10.4. Data Security Breaches. Solynx and its licensors and third-party hosting services providers will maintain reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data and Customer Deliverables as set forth in the Terms of Use.

10.5. Solynx Support and Service Level Agreement. As part of the Service, at no additional charge, Solynx will provide Customer with reasonable online support via email and chat during normal business hours, Monday-Friday, 9 am – 5 pm, Pacific time, to assist Customer in its use of the Service. At Customer's option, Solynx will also offer training, professional services consultation and customer support and maintenance services to Customers on terms and at the costs set forth in the applicable Order Form.

11. Indemnification.

11.1. Solynx's Indemnity. Solynx will defend (at its own expense) and indemnify and hold harmless Customer and its Affiliates and each of their respective directors, officers, employees and agents from and against any claims, suits, losses, damages, liabilities, costs and expenses finally awarded against Customer or entered into in settlement (including reasonable attorneys' fees incurred by Company) to the extent arising out of a claim or action brought by a third party (each, a "Third-Party Claim") to the extent that the action is based upon or related to (i) a claim that the Service infringes or violates the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party, (ii) Solynx's negligence or willful misconduct and/or (iii) a breach by Solynx of its confidentiality obligations under this agreement or

use of Customer intellectual property other than as allowed by this Agreement or other agreement between Customer and Solynx.

If any portion of the Service becomes, or in Solynx's opinion is likely to become, the subject of a Third-Party Claim of infringement, Solynx, at Solynx's option, may: (i) procure for Customer the right to continue using its Subscription; (ii) replace the Service with a non-infringing equivalent; (iii) modify the Service so that it becomes non-infringing; or (iv) terminate the Subscription. Notwithstanding the foregoing, Solynx will have no obligation under this Section or otherwise with respect to any Third-Party Claim of infringement based upon (1) any unauthorized use of the Subscription; (2) any Customer Data or other data, information, content or other materials furnished by Customer; (3) any combination of the Service or the Subscription with items not provided by Solynx; or (4) any modification of the Service or the Subscription by any person other than Solynx (the foregoing (1), (2), (3) and (4), collectively, the "Excluded Claims"). This Section 11.1 states Solynx's entire liability and Customer's sole and exclusive remedy for Third-Party Claims of infringement.

11.2. Customer's Indemnity. Customer will defend (at its own expense) and indemnify and hold harmless Solynx and its members, officers, employees, consultants and agents from and against any Third-Party Claim to the extent arising out of (a) any Excluded Claim, (b) Customer's breach of its confidentiality obligations under this Agreement or use of Solynx intellectual property other than expressly permitted under this Agreement, (c) Customer's acts or omissions, including any Claim for Customer's misuse of the Service, and (d) any claim that any Customer Data provided by Customer to Solynx under the Subscription infringes or violates the trademark, copyright, patent or other intellectual property rights or right of privacy or publicity of any third party. Notwithstanding the foregoing, Customer will have no obligation under this Section or otherwise with respect to any Third-Party Claim based upon any unauthorized use, modification or combination of the Customer Data by Solynx.

11.3. Indemnification Procedures. On the commencement of a Third-Party Claim, the indemnified party will: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section 11 are expressly conditioned upon the indemnified party's compliance with this Section 11.3 except that failure to notify the indemnifying party of such Claim will not relieve that party of its obligations under this Section 11 but such Claim will be reduced to the extent of any damages attributable to such failure. The indemnifying party will not be responsible for any costs incurred or compromise made by the indemnified party without the indemnifying party's prior written consent. The indemnifying party may not enter into any settlement that imposes a financial obligation on or otherwise adversely impacts the indemnified party without the indemnified party's prior written consent.

12. General Provisions.

(i) This Agreement will inure to the benefit of and bind each party hereto and its successors and assigns. Either party may freely assign this Agreement in its entirety to an affiliate and/or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. Any other assignment of this Agreement or a party's rights or obligations hereunder will require the non-assigning party's prior written consent. There are no third-party beneficiaries to this Agreement. This Agreement does not create any joint venture, partnership, agency or employment relationship between the parties. Neither party is authorized to make any representation or commitment on behalf of the other party.

(ii) This Agreement, including any Exhibits, and Order Form(s) or Statement(s) of Work submitted hereunder, (i) embodies the final, complete and exclusive understanding between the parties with respect to its subject matter, (ii) replaces and supersedes all previous oral or written agreements, understandings or arrangements between the parties, (iii) may be signed in counterparts, each of which will be an original and both of which will constitute one and the same document and (iv) may only be amended in a writing signed by each party hereto. The failure of either party to enforce a provision of this Agreement will not be deemed a waiver of such provision or of the right of such party thereafter to enforce such provision. If any

provision of this Agreement is held unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and the parties will negotiate in good faith a substitute valid and enforceable provision that most nearly gives effect to the parties' original intent. Notices hereunder will be effective when received and will be sufficient if given in writing, hand-delivered, sent by or email with confirmation of receipt, sent by U.S. mail, return receipt requested, or sent by overnight courier service and addressed to the address first set forth above.

(iii) Within 30 days after the Effective Date, at Solynx's option, the parties will issue an agreed press release, announcing that the parties have entered into the Agreement.

Solynx, at its option, may display Customer Marks on its own website and, with Customer's prior consent, Solynx may use Customer's name in describing or promoting the Service in Solynx's marketing materials. On Solynx's request, Customer will serve as a reference customer of the Service.

(iv) Under no circumstances will the terms of any purchase order, invoice or other document issued by Customer in connection with this Agreement be deemed to modify the Agreement or the rights or obligations of the parties hereunder.

(v) This Agreement will be governed by California law and applicable federal law, excluding its conflict of law rules as well as the Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods. All disputes between the parties arising out of this Agreement, excluding claims for injunctive or other equitable relief and small claims, will be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. In any legal proceeding arising out of this Agreement, the prevailing party will be awarded its reasonable attorneys' fees and/or costs.

(vi) Any breach of the confidentiality or proprietary rights provisions under this Agreement may cause irreparable harm to the non-breaching party for which monetary damages may not be an adequate remedy. Accordingly, the non-breaching party will be entitled to seek injunctive relief in addition to any other remedies available at law.

(vii) Neither party will be liable for any loss or delay resulting from any *force majeure* event, including acts of God, terrorism and Internet failures or delays, and any delivery of Service date will be extended to the extent of such delay. Notwithstanding the above, payment shall not be excused by a *force majeure* event. However, if any *force majeure* event affects one party for more than 90 consecutive days, the other party may terminate the Agreement or any open Order Form hereunder in accordance with Section 8 above.

(viii) Any provisions that by their nature are intended to survive termination will survive as will any outstanding payment obligations or any cause of action or claim of either party, whether in law or in equity, accrued or to accrue because of any breach or default.

IN WITNESS WHEREOF, each party has executed this Agreement, effective as of the Effective Date.

CUSTOMER

SOLYNX LLC, a California limited liability company

By: _____

By: _____

Name/Title: _____

Name/Title: _____

Exhibit A – Professional Services Addendum

THIS PROFESSIONAL SERVICES ADDENDUM (the "PS Addendum") is an addendum to the Subscription Agreement (the "Agreement") between Solynx and the Customer, is incorporated into the Agreement by this reference and will be governed by the terms herein and therein.

Customer desires to procure, and Solynx desires to render, certain professional services in connection with the Service pursuant to the terms herein. Capitalized terms used in this PS Addendum will have the meanings set forth in the Agreement.

1. Scope of Services. Subject to the terms and conditions of the Agreement and this PS Addendum, Solynx will provide Customer with implementation or other professional services (collectively, the "Professional Services") as set forth in applicable statements of work executed by Solynx and Customer, the terms of which will become incorporated into and part of this Agreement (each, a "Statement of Work" or "SOW"). Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other materials to be developed and/or provided to Customer (collectively "Work Product"); (ii) the scope of Professional Services; and (iii) the applicable Fees and payment terms for such Professional Services.

If there is a conflict between this PS Addendum and the Agreement, the terms and conditions of this PS Addendum will prevail with respect to Solynx's Professional Services, and, if there is any conflict between this PS Addendum and a Statement of Work attached hereto, the PS Addendum will govern and control unless that SOW expressly states that it is intended to amend this PS Addendum.

2. Change Management Process. If Customer or Solynx requests a change in the scope of Professional Services or Work Product set forth in any Statement of Work attached hereto, the party seeking the change will propose the applicable changes by written notice. Within 48 hours of receipt of such written notice, each party's project leads will meet, either in person or via telephone conference, to discuss and agree upon the proposed changes. If proposed changes are agreed upon, Solynx will prepare a change order describing the proposed changes to that SOW and the applicable change in Fees and expenses, if any (each, a "Change Order"). Change Orders are not binding unless and until they are executed by both parties hereto. Executed Change Orders will be deemed part of, and subject to, this PS Addendum and the Agreement.

3. Project Materials.

3.1 Work Product. Solynx will own all rights, title and interest in and to the Work Product under any SOW (excluding any Customer Data or Customer Deliverables as defined in the Agreement). Subject to the terms of the Agreement and this PS Addendum, during the Term, Solynx hereby grants Customer a limited, nonexclusive, non-transferable (other than pursuant to a permitted assignment), non-sublicensable and terminable license to use the Work Product solely for Customer's internal operations in connection with its authorized use of the Service.

3.2 Solynx Know-How. Further, nothing herein will be construed to assign or transfer to Customer any intellectual property rights, title and interest in the proprietary tools, processes and know-how (collectively, "Solynx Know-How") used by Solynx to develop Work Product under any PS Addendum; to the extent that any Solynx Know-How is delivered with or incorporated into Work Product, Solynx Know-How is licensed to Customer on the same terms as such Work Product as set forth in Section 3.1 above.

3.3 Customer Property. In addition to Customer's ownership of Customer Data and Customer Deliverables under the Agreement, Customer will own and retain all rights, title and interest in and to any "Customer Property," any Customer-specific information and materials provided to Solynx under any SOW attached hereto; provided that any information and materials delivered by Customer to Solynx hereunder are designated as Customer Property in that SOW. Customer hereby grants to Solynx the right to use Customer Property solely for the purpose of providing its Professional Services to Customer hereunder.

4. Professional Services Warranty.

4.1 Professional Services Warranty. Solynx warrants that (a) it and each of its employees and contractors that it uses to provide and perform Professional Services has the necessary knowledge, skills and experience to provide and perform Professional Services in accordance with each SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good and diligent manner in accordance with industry standards and laws applicable to the performance of such Services.

However, Solynx's ability to successfully perform hereunder is dependent upon Customer's provision of timely information, access to resources and participation. If, through no fault or delay of Customer, Solynx's Professional Services do not conform to the foregoing warranty and Customer notifies Solynx within 60 days of Solynx's delivery of the Professional Services, Solynx's sole liability, and Company's sole remedy therefor, will be for Solynx to render additional Professional Services to remedy such nonconformance up to a maximum of ten (10) man-hours in the aggregate. Thereafter, at Customer's request, Solynx will render additional Professional Services on a time and materials basis.

4.2 Disclaimer. EXCEPT AS SET FORTH IN SECTION 4.1, SOLYNX MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND WORK PRODUCT PROVIDED TO CUSTOMER ARE "AS IS" AND "WHERE IS."

5. Independent Parties. Solynx's relationship with Customer pursuant to this PS Addendum will be that of an independent contractor, subject to and in accordance with Section 12(i) of the Agreement. Solynx, at its sole option, may engage contractors to provide Professional Services hereunder; provided that, as between Solynx and Customer, Solynx will be liable for the acts and omissions of all its personnel.

6. Mutual Non-Solicitation/Non-Hire. During the Term, neither party will directly or indirectly solicit, employ or engage the services of any of the employees or contractors of the other party known to the soliciting/hiring party as a direct result of this PS Addendum without the other party's prior written consent. Notwithstanding the foregoing, each party may freely conduct general recruiting activities, i.e., participating in job fairs or publishing recruiting ads, and hire or engage anyone through such activities unless used by the soliciting/hiring party to circumvent this Section.

Exhibit B – Mutual Nondisclosure Addendum

1. In order to carry out the purposes of this Agreement, each party to this Agreement ("Disclosing Party," as applicable) may provide the other party ("Recipient," as applicable) with certain information or materials designated by the Disclosing Party as confidential and proprietary (collectively, "Confidential Information"), which may be disclosed in writing, verbally, graphically, or by inspection of tangible objects. In addition, the terms of the Agreement constitute Confidential Information.
2. Recipient will maintain the Disclosing Party's Confidential Information in confidence and will not (i) use or exploit such Information except as necessary to perform its obligations or exercise its rights under the Agreement or (ii) disclose such Information to any third party other than those of its employees or consultants with a need to know such Information; provided that each such employee or consultant must execute or have executed an agreement under which they are fully bound by Recipient's obligations hereunder. Recipient will not reverse engineer or disassemble any software or any tangible objects that embody or incorporate the Disclosing Party's Confidential Information. Recipient will (i) retain the Disclosing Party's proprietary notices, (ii) safeguard the Confidential Information with the same degree of care that it uses to protect its own confidential information and in no event less than a reasonable standard of care and (iii) immediately notify the Disclosing Party of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.
3. This Agreement will not apply to any Confidential Information that (i) is already lawfully in Recipient's possession (unless received pursuant to a nondisclosure agreement), (ii) becomes generally available to the public through no fault or breach of Recipient or a third-party breach of any obligation of confidentiality to the Disclosing Party, (iii) is disclosed to Recipient by a third party who may transfer or disclose such Information without restriction, (iv) is required to be disclosed by Recipient as a matter of law or judicial or governmental order; provided that Recipient will use all reasonable efforts to provide the Disclosing Party with an opportunity to appear and object to such disclosure, (v) is disclosed by Recipient with the Disclosing Party's approval or (vi) is independently developed by Recipient without any use of Confidential Information.
4. The Disclosing Party warrants that it has the right to disclose the Confidential Information to Recipient. The Confidential Information disclosed hereunder remains the property of the Disclosing Party and no license or other rights in or to such Information, including rights under any trade secrets, copyrights, or patents, is granted to Recipient hereby. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, THE CONFIDENTIAL INFORMATION DISCLOSED HEREUNDER IS PROVIDED "AS IS" AND THE DISCLOSING PARTY MAKES NO REPRESENTATION OR WARRANTY AS TO ITS ACCURACY OR COMPLETENESS.
5. Recipient acknowledges that the Disclosing Party may suffer irreparable harm on any unauthorized disclosure of Confidential Information by Recipient. Accordingly, on any breach hereof by Recipient, the Disclosing Party will be entitled to immediately seek equitable relief, including injunctive relief, in addition to any other remedies it may have at law or in equity.
6. On termination of the Agreement, Recipient will promptly return to the Disclosing Party or, with written confirmation to the Disclosing Party, destroy the Disclosing Party's Confidential Information and will not retain any copies thereof. Recipient will hold the Disclosing Party's Confidential Information in confidence for a period of five years after termination of the Agreement; provided that Recipient will protect the Disclosing Party's trade secrets for as long as such Confidential Information remains a trade secret under California law. Notwithstanding the foregoing, Recipient will not be required to destroy or delete copies of any Confidential Information embedded in its electronic systems through routine backup processes, expressly subject to the Recipient's ongoing obligations of confidentiality and non-use hereunder.
7. For clarity, notwithstanding the foregoing, Solynx may derive from the Service and use aggregated statistical information (i.e., usage, user traffic patterns) to enhance the Service, conform to industry best practices or offer its customers comparative data analysis or for any other legitimate commercial use; provided that such aggregated data does not include the personally-identifiable information or any other identifiable reference to Customer or any of its users.
8. Pursuant to the Defend Trade Secrets Act of 2016, each party understands that, notwithstanding anything to the contrary in this Agreement, an individual may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. Further, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secrets to the attorney and use the trade secret information in the court proceeding if the individual: (a) files any document containing the trade secret under seal; and (b) does not disclose the

trade secret, except pursuant to court order.