This **Support and Service Level Agreement** (sometimes, the "**Agreement**" or "**Connect Fleet Agreement**" or "**Connect Agreement**") is made and entered into by and between **NEMSYS, LLC**, an Ohio limited liability company, ("**Nemsys**") with an address of 902 N Superior St, Toledo, OH 43604 and . ("**Client**") with an address of effective the date the last of either Nemsys or Client executes this Agreement.

1. Engagement and Term. Client hereby engages Nemsys for the Initial Term set forth on attached Schedule 1 to provide services in support of Client's computer network and information technology systems as further detailed in this Agreement and attached Schedule 1 and Schedule 2 (the "**IT Services**"). After the Initial Term, this Agreement shall be automatically renewed for successive 1-year periods, unless either party gives the other written notice at least thirty (30) days prior to the expiration of the then current term that it does not desire that the Agreement continue. If such notice is given, the Agreement shall terminate at the end of the then current term. Prior to the renewal of the Initial Term, the expression "the Term", "the term", or any equivalent expression, shall mean the Initial Term; after the renewal of the Initial Term, the expression "the Term" or "the term", or any equivalent expression, shall mean the Initial Term as it may have been renewed.

2. Provision of Fleet Managed Hardware and Scope of Included Services: Subject to Client's care and maintenance duties set forth on attached Schedule 2, Nemsys hereby leases the Fleet Managed Hardware detailed on attached Schedule 1 to Client during the Term, and, in connection therewith, Nemsys will perform IT Services described in attached Schedules 1 and 2, as required, during the Term of this Agreement. Nemsys will have full discretion on whether to perform IT Services at the Service Address set forth on Schedule 2 or offsite/remotely.

3. Pricing; Additional Services: The recurring Monthly Base Rate set forth on attached Schedule 1 covers the cost of: (i) the Fleet Managed Hardware detailed on attached Schedule 1; and (ii) Included Service Coverages summarized on attached Schedule 1 and detailed in Schedule 2. Client acknowledges that any federal, state or local taxes applicable to the Fleet Managed Hardware and/or IT Services shall be added to each invoice for services or materials rendered under this Agreement and Client shall be solely responsible for the payment of such taxes. Charges for additional hardware or information technology services, if any, requested or required by Client will be determined in accordance with the "out of scope" tiering system set forth in attached Schedule 2. In the absence of a stated service, additional hardware and/or information technology services will be charged to Client at Nemsys' prevailing rates in effect at the time service is provided. The Monthly Base Rate does not include the cost of any hardware, software, services, equipment, or supplies or any out-of-pocket expenses incurred by Nemsys unless specifically identified as included in Schedule 1 and/or 2, as applicable. Nemsys may, in its discretion, provide maintenance releases and new versions of software provided by Nemsys to Client when generally available in accordance with Nemsys' then current commercial practices and prevailing fees. Nemsys shall have no obligation to develop and release maintenance releases or new versions to software regardless of whether such software is owned by Nemsys or licensed by Nemsys for use by Client and regardless of whether said software is part of Included Service Coverages. Any additional billing charges will be invoiced at the end of each month, with payment due within thirty (30) days via ACH debit, as further contemplated in Section 4 below.

4. Payment; Suspension of Services: Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement, without demand, deduction or set-off, and shall be considered delinquent if unpaid within ten (10) days of the due date. A "**Late Charge**" of five percent (5%) of the monthly portion of the Monthly Base Rate and, if applicable, additional service charges, shall be charged on all due and owing payments not received by Nemsys prior to the tenth day of each month, or the date

otherwise specified for the payment of additional service charges as periodically provided herein or the attached Schedules; such Late Charge shall be payable with the next succeeding month's Monthly Base Rate. The Monthly Base Rate and any additional service charges to be paid by Client to Nemsys under this Agreement shall be paid by electronic funds transfer debit transactions through wire transfer, ACH or direct deposit of immediately available federal funds and shall be initiated by Client for settlement on or before the applicable payment date in each case (or, in respect of additional service charges, as applicable, such other date as may be specified hereunder). No payment by Client or receipt by Nemsys of a lesser amount than any installment or payment of the Monthly Base Rate or additional service charges due shall be deemed to be other than on account of the amount due, and no receipt by Nemsys of an electronically generated payment or endorsement or statement on any check or payment of shall be deemed an accord and satisfaction. Nemsys may accept such payment or check without prejudice to Nemsys' right to recover the balance of such installment or payment of the Monthly Base Rate or additional service charges or pursue any other remedies available to Nemsys herein, at law or in equity. The first Monthly Base Rate payment is due on the Effective Date and shall be prorated, on a per diem basis, if the Effective Date is a date other than the first day of the month. All sums payable by Client to Nemsys under this Agreement if not paid when due shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less (the "**Default Rate**"), from their due date until paid.

5. Updates and Price Adjustments: The Monthly Base Rate shall automatically increase by four percent (4%) on each anniversary of the Agreement's effective date to account for inflation and third-party cost increases, without further notice or amendment required. In addition to the foregoing annual adjustment, Nemsys shall have the right to further upwardly adjust the Monthly Base Rate upon written notice to Client in the event of: (i) equipment purchases necessitated by Client's operational requirements; (ii) substantial changes in the demand for hardware and/or IT Services initiated by Client; or (iii) material increases in costs incurred by Nemsys from third-party vendors, suppliers, or service providers. All price adjustments, whether annual or otherwise, shall be deemed automatic and self-executing upon the applicable date; provided, however, that Nemsys shall deliver to Client a written price adjustment notice detailing the nature and amount of such change, which notice shall be incorporated into and made a part of this Agreement.

6. Chronically Failing Client Equipment; Provision by Client of Third-Party Software: Experience has shown equipment belonging to Nemsys clients that have initially passed minimum standard requirements for IT Services can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, Client agrees to work constructively with Nemsys to replace the equipment with Nemsys procured equipment at Nemsys' then prevailing rates. Additionally, Client shall maintain third-party service contract(s) for third-party software applications used by Client but not supported by Nemsys or not included as part of Nemsys' Included Service Coverages and, in connection therewith, Client shall upgrade to and download new releases of such unsupported software when available. Nemsys shall not be responsible for, and Nemsys shall not be liable for, any failure of such unsupported software and Nemsys shall have no obligation to service such unsupported software. If Nemsys elects, in its sole discretion, to service such unsupported software, Client shall pay Nemsys for such support based upon then current commercial practices and prevailing rates. Client shall be responsible to Nemsys for any damage incurred by Nemsys due to Client's use of any such unsupported software applications.

7. Use of Software and Nemsys Equipment: Authorization to use any software provided by Nemsys to the Client provides a personal, non-exclusive, limited, non-transferable and temporary revocable license. All rights in favor of Nemsys and its licensors are reserved. The Client may not re-publish, transmit, distribute or reverse engineer the software, or make any unauthorized use of Nemsys materials. Modification of such materials or the use of such materials for any purpose not authorized by Nemsys is

prohibited. Additionally, Client acknowledges that all Fleet Managed Hardware and remainder of the Products (*defined below*) is the property of Nemsys or its licensors. Client understands that to the extent Nemsys discovers misappropriation of the software licensed hereunder or misuse or negligent handling of Nemsys supplied equipment, Nemsys may, in addition to its other rights and remedies hereunder, terminate this Agreement, and, to the extent any such misuse or misappropriation involves criminal activity, notify legal authorities of the criminal activity in question, and cooperate with legal authorities in any ensuing action. Client shall defend, indemnify, and save and hold harmless Nemsys and its members, officers, employees, agents, successors, and assigns, for any causes of actions, damages, proceedings, liabilities, obligations, loses, costs or expenses arising out of or resulting from Nemsys' encounter of evidence of criminal activity by Client or Client's employees or contractors. Client will, and will cause its employees and agents to, take utmost care in its/their physical use, storage and handling all Fleet Managed Hardware and Products and Client will be responsible to Nemsys for all damage to and misuse and loss (including theft) of Nemsys' Fleet Managed Hardware and Products. Client shall not utilize unapproved and unauthorized third-party hardware in its use of the fleet equipment provided by Nemsys.

8. Title, Confidential Information and Non-Disclosure: Nemsys (or its licensors) retains title to all Fleet Managed Hardware and Nemsys procured/provided software (and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto) (sometimes, collectively the "**Products**" or the "**IT Assets**", as said terms are further defined in Appendix 1 of Schedule 2) and ownership of all intellectual property rights (including but not limited to patents, copyrights trademarks, trade names, trade secrets domain names and all other Confidential Information (*defined below*)) in and relating to the Products and all customizations, enhancements, improvements, translations, derivative works or other modifications thereof or thereto. The Products and all other proprietary information provided by Nemsys to Client hereunder may contain trade secrets, information and data proprietary to and copyrighted by Nemsys or its licensors and, as such, shall constitute Confidential Information of Nemsys. Neither Client nor its employees or agents shall cause or permit such Confidential Information or data to be disclosed to third parties or duplicated except as expressly permitted in this Agreement. Any customizations, enhancements, improvements, translations, derivative works, or other modifications of the Products made by Client shall belong to Nemsys (or Nemsys' licensors, as applicable) and Nemsys (or Nemsys' licensors, as applicable) shall have all right, title and intellectual property interest in and to such work. Nemsys shall have no obligation to support any customizations, extensions or other modifications made to the Products by any third party unless otherwise agreed to by Nemsys in writing. At the request of Nemsys, Client agrees to assign all customizations, enhancements, improvements, translations, derivative works, or other modifications of the Products to Nemsys or its designee and to execute any document properly required to assign any such intellectual property legally to Nemsys or its designee. Client shall have no rights to duplicate, distribute, license, sell, allow the use of, translate, decompile, reverse engineer, or adapt the Products nor shall Client attempt to develop any other software or products that possess the "look and feel" of Nemsys Products.

Any (a) work of authorship fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) trade secrets, or (e) any other copyrightable, patentable and/or trademarkable intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Nemsys and/or any director, officer, shareholder, member,

manager, employee or agent of Nemsys ("**Nemsys Personnel**"); and/or (ii) through collaborative efforts of Nemsys (including Nemsys Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("**Client Personnel**") during the term of this Agreement (collectively, the "**Work Product**") shall belong to Nemsys; provided that Client shall, for as long as this Agreement remains in effect, retain a perpetual, non-exclusive, royalty-free, revocable license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party. Upon request of Nemsys, Client shall take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Nemsys.

The Products contain Confidential Information of Nemsys. Client shall only use Confidential Information disclosed hereunder in connection with its performance of this Agreement and only to the extent permitted by this Agreement. Client agrees to take the necessary precautions to maintain the confidentiality of Confidential Information pertaining to or disclosed in connection with this Agreement by using at least the same degree of care as Client employs with respect to its own confidential information of a like-kind or nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. Client shall only make such Confidential Information available to its employees on a needto-know basis. Nemsys (or its licensors) retains title to all Products (and all customizations, enhancements, improvements, translations, derivative works, or other modifications thereof or thereto) and ownership of all intellectual property rights (including all associated patents, copyrights and trademarks) in and relating to the Products and other Confidential Information and no proprietary or exclusive rights in or respecting the Products is granted to Client. No right to modify or create derivative works of the Products is granted under this Agreement and Nemsys shall have all right, title and intellectual property interest in any modifications or derivative works of the Products.

Upon the expiration or termination of this Agreement for any reason, Client agrees to promptly return to Nemsys all materials, writings, equipment, programs, models, mechanisms, and the like obtained from or through Nemsys including, but not limited to, all Products and other Confidential Information, all of which Client recognizes is the sole and exclusive property of Nemsys. Client agrees that it will not, without first obtaining the prior written permission of Nemsys, unless otherwise expressly permitted by this Agreement, directly or indirectly utilize the Products or other Confidential Information in its own business or disclose Confidential Information to any third party. Client shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Nemsys' (or Nemsys' licensors) exclusive right and title to the Products, Confidential Information or the validity thereof. Client acknowledges and agrees that the unauthorized disclosure, use or copying of the Products or any other Confidential Information by Client may cause Nemsys serious financial loss, the amount of which is difficult to ascertain or quantify. Accordingly, in the event of any unauthorized disclosure, use or copying of the Products or other Confidential Information, Client agrees that Nemsys shall have the right to obtain injunctive or other equitable relief without the posting of any bond.

"**Confidential Information**" means all information of Nemsys understood as confidential by its nature, whether in written, oral or machine-readable form, by way of observation or otherwise and shall include, without limitation, trade secrets of Nemsys, formulae, compositions, designs, sketches, photographs, graphs, blueprints, drawings, samples, ideas, past, current and planned research and development methods of Nemsys, current and planned manufacturing or distribution methods of Nemsys, names and identities of former, existing and prospective customers and vendors/suppliers of Nemsys, current and anticipated customer requirements, price lists, supplier lists, market studies and business plans of Nemsys, computer firmware and hardware, computer software and programs of Nemsys (including

Product object code and source code and any other object code and/or source code of any other Nemsys products), computer database technologies, systems, structures and architectures (and related processes, formulae, composition, improvements, devices, know-how, concepts, ideas, designs, methods and information) of Nemsys, un-patented inventions, inventions as to which patent applications are pending and discoveries of Nemsys, non-trademarked or non-service-marked distinctive symbols, pictures or words Nemsys may affix to distinguish and identify the origin of its products or services, any work of authorship of Nemsys fixed in any tangible medium of expression that is the subject matter of a copyright or potential application for registration therefor, whether foreign or domestic, registered or unregistered, information concerning the business and affairs of Nemsys (including financially related statements, projections and budgets as well as the names and backgrounds of key personnel, personnel training techniques and materials) and any other information of Nemsys, however documented, that is a trade secret within the meaning of applicable trade secret law. Confidential Information shall not include information which Client can demonstrate: (i) was previously known by Client, (ii) was independently developed by Client without breach of this Agreement, (iii) is rightfully obtained by Client from a third party without obligation of confidentiality, or (iv) is purposefully disclosed to the public by Nemsys.

9. Non-Diversion. Client agrees that during the term of this Agreement and for a period of one year following the termination of this Agreement, Client will not recruit or hire any employee of Nemsys (" singularly a "**Restricted Party**" and collectively, the "**Restricted Parties**"), nor will Client directly or indirectly contact or communicate with any Restricted Party for the purpose of soliciting or inducing such Restricted Party (a) to accept employment with, or perform work for any person, firm, or entity other than Nemsys; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Nemsys. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Nemsys, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy which may then be available.

10. Disclaimer of Warranties. IT SERVICES AND PRODUCTS FURNISHED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND, UNLESS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, NEMSYS DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEMSYS DOES NOT WARRANT THAT USE OF IT SERVICES, SOFTWARE OR PRODUCTS FURNISHED BY NEMSYS WILL BE

UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT IT SERVICES, SOFTWARE, PRODUCTS OR THE SERVER(S) TO WHICH ACCESS IS PROVIDED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11. Limitation of Liability: IN NO EVENT SHALL NEMSYS BE LIABLE TO THE CLIENT OR ANY OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR UNFORESEEABLE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, REVENUE OR DATA, WHETHER ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. NEMSYS' MAXIMUM LIABILITY FOR BREACH OF CONTRACT, FOR NEGLIGENCE OR ANY OTHER CLAIMS OR CAUSES OF ACTION, HOWEVER ARISING, OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IT SERVICES OR THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, INFRINGEMENT CLAIMS OR ALLGEDE BREACH OF

WARRANTY, SHALL IN NO EVENT EXCEED THE LESSER OF: (1) TWENTY-FIVE PERCENT (25%) OF THE AMOUNT PAID BY CLIENT TO NEMSYS IN THE PRECEEDING TWELVE (12) MONTHS PRIOR TO THE DATE OF THE OCCURANCE LEADING TO THE CAUSE OF ACTION; OR (2) CLIENT'S ACTUAL DAMAGES. NEMSYS SHALL NEVER BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR ANY DAMAGES WHATSEOVER, ACTUAL OR OTHERWISE, THAT RESULT FROM OR FLOW, DIRECTLY OR INDIRECTLY, FROM INFORMATION PROVIDED BY CLIENT TO NEMSYS IN NEMSYS' PROVSION OF IT SERVICES AND/OR PRODUCTS HEREUNDER OR IN CONNECTION WITH THIS AGREEMENT.

12. Protection from Infringement Claims: Should any IT Services or Products delivered hereunder become the subject of a third-party infringement claim against Nemsys or Client, or in Nemsys' opinion, be likely to become the subject of such a claim, Nemsys may, at its option, eliminate such infringement by procuring for Client the right to continue using such IT Service or Products, replacing or modifying such IT Service or Products so that they become non-infringing or, if such options are not reasonably available, accepting the return of infringing Products (but not IT Services) in exchange for a refund to Client of the lesser of the actual price paid by Client to Nemsys for such infringing Products, or the damage limitation prescribed by Section 11 above. The foregoing states the entire liability and duty of Nemsys with respect to infringement or alleged infringement of intellectual property rights by IT Services or the Products or any part thereof.

Notwithstanding the foregoing, Nemsys shall have no liability or obligation to Client with respect to any claim based upon: (i) use by the Client of the IT Services or Products in combination with devices or products to the extent that the IT Services or the Products would not be infringing in the absence of such combination; (ii) use by the Client of the IT Services or Products in an application or environment for which such IT Services Products were not designed; (iii) Client's modifications or alterations of the IT Services or Products; or (iv) any claims of infringement of a patent, trademark or copyright in which Client or any affiliate of Client has an interest or license. Client agrees to notify Nemsys promptly in the event Client becomes aware of any third-party infringements of the IT Services or Products. Nemsys shall have the right, in its sole discretion, to prosecute lawsuits against third persons for infringement of Nemsys' rights in the IT Services or Products. Client agrees to fully cooperate with Nemsys and its representatives in the prosecution of any such suit.

13. Indemnification by Client. Client shall defend, indemnify and hold Nemsys harmless from and against any and all causes of action, claims, judgments, awards, costs, expenses (including reasonable attorneys' fees), damages, losses and liabilities of whatsoever kind and nature that may be asserted, granted or imposed against Nemsys directly or indirectly arising from or in connection with: (i) any misrepresentation made by Client regarding Nemsys or the IT Services or Products; (ii) any unauthorized alteration, customization or other modification of the IT Services or Products made by Client, or any of its employees or agents; (iii) Client's failure to comply with any term, covenant or condition of this Agreement to be paid, performed or observed by Client; (iv) Client's action or inaction, which, through no fault of Nemsys, exposes Nemsys, directly or indirectly, to a third-party claim. This Section will not be construed to limit or exclude any other claims or remedies which Nemsys may assert under this Agreement or by law or equity.

14. Actions. No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by Client more than one (1) year after the date of the occurrence on which the action is based.

15. Default; Termination and Expiration; Remedies. Nemsys may terminate this Agreement immediately upon written notice and without judicial or administrative notice or resolution if: (i) Client fails to pay any sum due Nemsys within thirty (30) days of the date of invoice; (ii) Client fails to perform or observe any of its obligations under this Agreement and such failure is not remedied within thirty (30) days after receipt of written notice from Nemsys (or such additional time as is commercially reasonable to remedy such failure provided Client is diligently pursuing such remedy to completion); (iii) Client admits in writing its inability to pay its debts as they mature, ceases to conduct business in the normal course, becomes or is declared insolvent or bankrupt, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets, commences any suspension of payments, liquidation proceeding, reorganization or bankruptcy or is the subject of any judicial or administrative proceeding relating to its insolvency, liquidation, reorganization, bankruptcy or protection of creditor's rights, which is not dismissed within thirty (30) days of such filing; or (iv) a merger, sale of substantially all of the assets or change of control of Client occurs. A "change of control" shall be deemed to occur when an entity acquires fifty percent (50%) or more of the voting shares or equity interest of Client or in the event of a change of management of Client that, in the opinion of Nemsys, substantially impairs Nemsys' rights under this Agreement. Notwithstanding the foregoing, Nemsys may terminate this Agreement immediately upon twenty-four (24) hours written notice to Client and without judicial or administrative notice or resolution if Client fails to perform or observe any of its obligations under this Agreement, or client performs an action or fails to perform an action, that in the discretion of Nemsys causes Nemsys material harm.

Immediately upon the expiration or termination of this Agreement, all duties of Nemsys and all rights and licenses in favor of Client to use IT Services and/or Products will immediately cease and both parties shall cooperate with the other to terminate relations in an orderly manner in accordance with this Agreement and as set forth in Schedule 2. Upon the expiration or earlier termination of this Agreement, support services, including hardware and end-user support, hardware additions, and end-user updates, will cease and Client will allow Nemsys access to Client's facility during normal business hours to retrieve all of Nemsys' Products and other equipment as further prescribed in Schedule 2.

Termination or expiration of this Agreement for any reason shall not: (i) release Client from the obligation to pay any sums due Nemsys whether then or thereafter due and regardless of the nature of such payment; or (ii) discharge Client from any liability prior to the effective date of such termination or expiration or (iii) extinguish any of Client's obligations under this Agreement or its Schedules that by their terms continue after the date of termination or expiration. Any other applicable provisions of this Agreement that, by their terms, need to continue after the date of termination or expiration to protect the proprietary and other rights of Nemsys hereunder, shall survive termination of this Agreement.

Nothing contained herein shall be construed so as to limit the right of Nemsys to pursue any other remedies available to Nemsys at law or in equity and/or from recovering such other remedies as it may have and/or from recovering such other or additional damages as it may be entitled to recover. In addition, because an award of money damages would be inadequate for any breach of this Agreement by Client, and any such breach would cause Nemsys irreparable harm, Client also agrees that, in the event of any breach or threatened breach of this Agreement, Nemsys will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The powers, rights and remedies of Nemsys with respect to any breach or default by Client are and shall be cumulative.

16. Compliance with Laws. Client will, at its expense, obtain and maintain all third-party authorizations, registrations and filings that may be required under applicable law to execute or perform its obligations under this Agreement.

17. Governing Law and Venue. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio, without regards to conflicts of law principles. The Parties irrevocably agree that any legal action or proceeding arising out of or in connection with this Agreement shall be brought in any state court located in Lucas County, Ohio or in the United States District Court, Northern District of Ohio, Western Division in Lucas County, Ohio, and each party agrees not to assert, by way of motion, as a defense, or otherwise, in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of any such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court, and hereby agrees not to challenge such jurisdiction or venue by reason of any offsets or counterclaims in any such action, suit or proceeding.

18. Notices. Notices required or permitted hereunder shall be made in writing by either: (i) overnight delivery via reputable courier service (e.g., FedEx, UPS, DHL), addressed to the party to whom notice is given at the address set forth above or such other address as the parties may designate by written notice as herein provided; (iii) e-mail; or (iv) personal delivery. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon either receipt of mailing, or personal delivery, as applicable. If notice is delivered via email, the notice shall be deemed delivered and received at the time of dispatch, provided that any such e-mail notice delivered after 5:00 p.m. EST on any particular day shall not take effect until 9:00 a.m. EST. on the immediately succeeding business day. The Parties respective e-mail addresses for purposes of this provision are set forth below:

If to Nemsys: connect@nemsys.com

If to Client:

Any party hereto may from time to time, by notice in writing served upon the other parties as aforesaid, designate a different mailing or e-mail address or a different person to which following such service all further notices or demands are thereafter to be addressed.

19. Rights Exclusive to Client: The rights granted to Client shall not apply to any affiliate or subsidiary of Client, except with the prior written consent of Nemsys, which consent may be withheld for any reason, and the prior written agreement of that affiliate or subsidiary to be bound by the terms of this Agreement. Client may not assign this Agreement, delegate any duty or assign, transfer or encumber any right hereunder without the prior written consent of Nemsys, which consent may be withheld for any reason. No assignment

by Client shall relieve Client of its obligations hereunder. Nemsys may freely assign this Agreement upon thirty (30) days written notice. Any permitted assignee of Nemsys or Client shall be bound by all of the terms and conditions of this Agreement; provided, however, that upon the sale or transfer of all or substantially all of the assets of Nemsys or upon the merger by Nemsys into, or the combination with, another entity, this Agreement may, at the sole option of the person, firm or entity purchasing such Nemsys assets, or the entity surviving such merger or consolidation of or with Nemsys, as the case may be (the "**Survivor**"): (i) inure to the benefit of and be binding the Survivor; or (ii) may be terminated by the Survivor upon thirty days prior written notice.

20. Miscellaneous: This Agreement, with the attached Schedules, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. The attached Schedules are deemed incorporated herein by reference as if fully rewritten herein, provided in the event of a conflict between Sections 1-21 of this Agreement and any exhibit or Schedule attached to, referenced, or made a part hereof, the terms and conditions of Sections 1-21 of this Agreement shall supersede and control. No amendments or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by all parties hereto. The relationship of the parties is that of independent contractors. Except as set out in this Agreement nothing shall constitute the parties as partners, joint ventures, or co-owners. Except to the limited extent expressly provided for herein, nothing herein shall constitute either party as the agent, employee, or representative of the other. Except to the limited extent expressly provided for herein, nothing herein shall empower either party to act for, transact any business in the others name or on its behalf, bind or otherwise create incur or assume any liability or other obligation on behalf of the other or any of its subsidiaries or affiliated companies. If any one or more of the provisions contained in this Agreement or its Schedules is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement and its Schedules shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein and the remainder of this Agreement and its Schedules shall remain in full force and effect. Nemsys shall not be liable to Client for any failure or delay caused by events beyond Nemsys' control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, or equipment, or technical failures, or accessibility to work site. The headings contained herein are for convenience of reference only and are not to be used in interpreting this Agreement. The covenants contained in this Agreement, which, by their terms, require or contemplate performance by the parties after the expiration or termination of this Agreement shall be enforceable notwithstanding any expiration or termination.

21. Counterparts and Digital Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Signatures obtained electronically via .pdf. Adobe e-signature, DocuSign, .tiff or similar electronic medium or digital signature shall be treated for all purposes as original signatures.