

KLUGO SERVICES AGREEMENT

Region	North America
Version	2025.2
Last Revision Date	21-Oct-2025

ATTENTION! THIS AGREEMENT WILL BECOME LEGALLY BINDING ON THE CUSTOMER UPON EXECUTION OF AN APPLICABLE STATEMENT OF WORK (SOW). PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE EXECUTING THE SOW.

If the hyperlink location of this agreement (the "**Agreement**") is referenced in a Statement of Work signed by an authorized representative of the procuring party (the "**Customer**") and Klugo USA Inc. (EIN: 93-4890157), including its successors and assignees ("**Klugo**"); or is otherwise referenced in an agreement between Klugo and the Customer, then the services procured by the Customer (as defined below) shall be governed exclusively by the terms and conditions of this Agreement.

DEFINITIONS

"Cloud Service" means, collectively, the NetSuite online business application suite (and any optionally procured modules).

"**Deliverables**" means anything developed by Klugo, including training materials, and delivered to Customer and paid for by Customer as part of the Professional Services.

"Estimate" means a Klugo estimate, renewal notification, or order form in the name of and executed by

Customer and accepted by Klugo which specifies any Professional Services to be provided by Klugo subject to the terms of this Agreement.

"**Professional Services**" means the general consulting, implementation, and/or training services to be provided to Customer pursuant to the terms hereof, and an Estimate or Statement of Work, as applicable.

"Statement of Work" or "SOW" means a separate document or Estimate between Klugo and Customer that

details the Professional Services to be delivered by Klugo.

"**Users**" means individuals who are authorized by Customer to use the Professional Services in the relevant Estimate, SOW, or amendment. Users may include but are not limited to Customer's and Customer's affiliates' employees, consultants, contractors and agents.



BACKGROUND

- A. Klugo has the necessary qualifications, experience, and resources to provide services to the Customer.
- B. Klugo will provide the Services to the Customer under the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the promises and mutual obligations set forth herein, the sufficiency of which is acknowledged, the Customer and Klugo (individually a "**Party**" and collectively the "**Parties**") agree as follows:

1. SCOPE OF SERVICES

- 1.1. Subject to this Agreement, Klugo will provide the Customer with services as outlined in applicable Statements of Work ("**SOW**") executed by the Parties.
- 1.2. The Parties may enter into multiple SOWs defining specific services to be provided ("Services").
- 1.3. Each SOW will include, at minimum: (i) A description of the Services and deliverables or materials ("Deliverables"); (ii) The scope of the Services; and (iii) Applicable fees and payment terms, if not elsewhere specified.
- 1.4. All SOWs shall be incorporated into and governed by this Agreement.
- 1.5. Any technical services described in an SOW shall outline general requirements and are not considered final design specifications. Detailed requirements must be confirmed before development.
- 1.6. Klugo may decline requests for work for any reason at any time.

2. CONFIDENTIALITY

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- 2.1. By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Customer's Estimate and Statements of Work and all information clearly identified as confidential at the time of disclosure.
- 2.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 2.3. Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Services Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law.



3. PROPRIETARY RIGHTS

- 1. Klugo Intellectual Property Rights. All rights, title and interest in and to the Professional Services (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the same provided or developed by Klugo) and anything developed or delivered by or on behalf of Klugo under this Services Agreement are owned exclusively by Klugo or its licensors. Except as provided in this Services Agreement, the rights granted to Customer do not convey any rights in the Professional Services, express or implied, or ownership in the Professional Services or any intellectual property rights thereto. Customer grants Klugo a royalty free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into the Cloud Service (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Customer or any Users related to the operation or functionality of the Cloud Service. Any rights in the Professional Services or Klugo's intellectual property not expressly granted herein by Klugo are reserved by Klugo. Klugo service marks, logos and product and service names are marks of Klugo (the "Klugo Marks"). Customer agrees not to display or use the Klugo Marks in any manner without Klugo's express prior written permission. The trademarks, logos and service marks of third party application providers ("Marks") are the property of such third parties. Customer is not permitted to use these Marks without the prior written consent of such third party which may own the Mark.
- 3.2. Customer Rights to Deliverables. Upon full payment of all fees associated with the Deliverables, Customer shall have a perpetual, non-exclusive, transferable right to use, modify, and create derivative works from such Deliverables for its internal business purposes. Klugo retains ownership of all underlying methodologies, templates, tools, know-how, and intellectual property pre-existing or developed independently of the Services.
 - 3.2.1 Customer may modify or otherwise alter any Deliverables following full payment. However, if Customer requests Klugo to perform further work on a Deliverable that has been modified or altered by Customer or any third party, Klugo shall have no obligation to accept such request. Should Klugo, at its sole discretion, agree to perform additional work on the modified Deliverable, such work shall be treated as new Services subject to additional time and materials charges. Klugo shall have no obligation to maintain, support, or assume responsibility for any Deliverable that has been modified or altered outside of its control.

4. DELIVERY OF SERVICES

- 4.1. Klugo will perform the Services with reasonable care and skill.
- 4.2. Any item or activity not explicitly included in an applicable SOW is deemed outside the scope of Services.
- 4.3. The Customer is responsible for defining the scope and prioritizing objectives to maximize the value of the Services.
- 4.4. The Customer affirms that its personnel involved in the Services have the necessary authority to make decisions on business practices.
- 4.5. Services outlined in the applicable SOW will be delivered remotely in English (both verbal and written), using telephone, email, and web conferencing tools from Klugo's facilities.
- 4.6. If onsite Services are specified in the SOW, the schedule for onsite delivery will be agreed upon at the commencement of Services and may incur additional fees and expenses.
- 4.7. The Customer may not record or film the delivery of Services or Klugo materials without Klugo's prior written consent, which may be withheld at Klugo's sole discretion.

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- 4.8. Hours worked outside of normal business hours or exceeding 8 hours per day or 40 hours per week per Klugo resource require prior written approval from Klugo.
- 4.9. Both Parties will use commercially reasonable efforts to attend scheduled meetings.

 Repeated cancellations or delays may result in service delivery delays and additional fees, which the Customer indemnifies Klugo against.
- 4.10. The Customer is solely responsible for assessing the suitability of the Services and acknowledges that reliance on the Services is at its own risk. To the extent permitted by law, Klugo is not liable for any harm, loss, or damage arising from advice or recommendations provided during the Services.
- 4.11. While Klugo will make reasonable efforts to meet agreed delivery timelines, Klugo is not liable for any delays, losses, or damages resulting from unmet timelines.

5. CUSTOMER RESPONSIBILITIES

- 5.1. The Customer will designate an Administrator responsible for providing access to the Customer's system(s) as required for Klugo to deliver the Services.
- 5.2. The Customer agrees to promptly and adequately respond to Klugo's requests for information, assistance, or review of work related to the Services.
- 5.3. The Customer is responsible for procuring, at its own expense, all necessary rights for the use of its or third-party technology required for the Services.
- 5.4. The Customer acknowledges that any additional third-party technology and/or services not already licensed or purchased by the Customer may require separate licenses or fees, which must be obtained and paid for by the Customer before the Services commence.
- 5.5. The Customer agrees to provide Klugo with a designated General Access NetSuite user license with Administrator role access to the Customer's Production NetSuite instance for the duration of this agreement. If a Sandbox instance is applicable, the Customer will also provide Administrator role access to the Sandbox instance.
- 5.6. The Customer is responsible for validating and approving any changes performed in the Customer's NetSuite instance. Upon validation and approval, Klugo will consider Customer testing complete, and the changes accepted. Any additional changes or revisions requested after approval and/or migration to the Production instance will be subject to additional charges.

6. VARIATION PROCESS

- 6.1. If either Party requests a variation to the scope, Deliverables, or Services described in a Statement of Work (SOW), the requesting Party shall propose the applicable variations by written notice.
- 6.2. Within three (3) business days of receipt of the written notice, each Party's project leader shall arrange to meet, either via video conference or by telephone, to discuss and agree upon proposed variations.
- 6.3. Klugo will prepare a Variation Order that describes the proposed variations to the SOW and the applicable change in fees, expenses, and timeline, if any.
- 6.4. Variation Orders are not binding unless and until they are executed by both Parties.
- 6.5. Executed Variation Orders shall be deemed part of, and subject to, this Agreement.
- 6.6. If the Parties disagree about the proposed variation, the matter shall be promptly escalated to their respective senior management officers for resolution.

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7. SUSPENSION AND TERMINATION

- 7.1. The term of this Agreement (the "Term") shall commence on the effective date of this Agreement or the SOW referencing this Agreement and shall continue in effect until terminated as provided herein.
- 7.2. Each SOW shall commence on the date it is last signed and shall expire upon completion of the Services set forth in the applicable SOW.
- 7.3. Klugo reserves the right to suspend Customer's access to and/or use of the Professional Services if any payment is due but unpaid.
- 7.4. Upon execution of an Estimate or SOW by both Parties, the Estimate or SOW and this Agreement cannot be terminated except as otherwise explicitly stated in the Estimate, SOW, or this Agreement.
- 7.5. Customer may, upon written notice to Klugo, request the suspension of Time and Materials ("T&M") Services at any time, including where an Estimate or SOW has been approved. In such cases, Klugo shall promptly cease work; provided, however, that all Services performed through the end of the current working week in which such notice is received shall be billable in accordance with this Agreement and the applicable Estimate or SOW. No further Services shall be performed upon confirmation of the receipt of the email, and no additional charges shall accrue, until the suspension has been lifted or the parties have otherwise addressed the Customer's concerns in writing.
- 7.6. Termination. Either Party may terminate this Agreement for convenience by providing the other Party with thirty (30) days' written notice, provided there are no active Estimates or SOWs. Customer must pay within 30 days all amounts that have accrued prior to such termination of the Agreement and applicable Estimate or SOW. Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Professional Services.
- 7.7. Termination for Cause. If either Customer or Klugo breaches a material term of this Services Agreement or any Estimate or SOW and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any Estimate or SOW, the Estimate and any applicable SOW under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and all Estimates and SOWs that have been placed under the Agreement. If Klugo terminates any orders as specified in the preceding sentence, Customer must pay within 30 days all amounts that have accrued under such orders prior to such termination, as well as all sums remaining unpaid for the Professional Services under such Estimates and SOWs plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. Customer agrees that if it is in default under this Agreement, Customer may not use those Professional Services ordered.

8. PRICING AND PAYMENT PROVISIONS

- 8.1. The Customer shall pay the fees and expenses as specified in the SOW.
- 8.2. The pricing set forth in the SOW represents the fees for the Services described in the SOW.
- 8.3. The Customer acknowledges that the SOW price is based solely on the information provided to Klugo and the assumptions documented in the SOW, and includes only the Services specified in the SOW.



- 8.4. Any requirements or additional hours and Services not included in a SOW, or items not contemplated, will be considered outside the scope and will be handled in accordance with clause 6 of this Agreement.
- 8.5. Except as otherwise set forth in the SOW, Klugo shall issue invoices to the Customer for Services monthly in arrears. Payment shall be made in U.S. dollars within fifteen (15) days from the invoice date.
- 8.6. Klugo may charge the Customer a late fee for payments not made by the due date. The late fee will be calculated weekly at a rate of 1.5% over the U.S. Federal Reserve's prime rate, from the date the payment first becomes due until the payment is received by Klugo.
- 8.7. For the avoidance of doubt, "tax invoice" refers to an invoice that complies with the applicable U.S. tax regulations.

9. TRAVEL

- 9.1. Where a consultant is required to perform Services at the Customer's premises or at a location nominated by the Customer (provided the premises and/or location is within the city of the consultant's ordinary place of residence), Klugo may charge travel fees, including travel time from Klugo's office in that city, as itemized in the applicable SOW.
- 9.2. Where a consultant is required to travel interstate to perform Services at the Customer's premises or at a location nominated by the Customer, reasonable travel and living expenses required in connection with delivering the Services will be incurred and invoiced to the Customer in addition to the Services fee, in accordance with Klugo's travel policy.
- 9.3. The Customer acknowledges that the main consulting office for Klugo is in Denver, Colorado. The customer also acknowledges that Klugo Consultants perform work remotely, and Consultants may be located outside of Denver as their primary place of residence.

10. FORCE MAJEURE

10.1. Neither party shall be liable for loss, delay, non-performance (excluding payment obligations) to the extent resulting from any force majeure event, including, but not limited to, acts of God, strike, riot, fire, explosion, flood, earthquake, natural disaster, terrorism, act of war, civil unrest, criminal acts of third parties, failure of the Internet, governmental acts or orders or restrictions, failure of suppliers, labor stoppage or dispute (other than those involving Klugo employees), or shortage of materials, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and any to resume performance as soon as possible and any delivery date shall be extended accordingly.

11. SUBCONTRACTING

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- 11.1. Klugo's relationship with the Customer pursuant to this Agreement will be that of an independent contractor.
- 11.2. Neither Party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other Party.

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- 11.3. Nothing in this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the parties.
- 11.4. Except as otherwise provided by this Agreement, each Party is solely responsible for all its employees and agents and its labor cost and expenses and for any and all claims, liabilities, or damages or debts of any type whatsoever that may arise on account of each Party's activities or those of its employees or agents in the performance of this Agreement.
- 11.5. Klugo reserves the right to use third parties (who are under a covenant of confidentiality with Klugo), including, but not limited to, onshore and offshore subcontractors to assist with the Services, including, without limitation, any data migration, configuration, implementation, and custom code development processes. Third parties who are not Klugo's employees or Klugo's direct contractors (Third Parties) will be the Customer's responsibility. Klugo will not be responsible for the services provided by Third Parties.
- 11.6. The parties acknowledge and agree that this Agreement is non-exclusive. Nothing in this Agreement shall be construed to restrict or prevent Customer from engaging or contracting with other service providers, consultants, or vendors for services similar to or competitive with those provided by Klugo. Likewise, Klugo remains free to provide services to other customers, including those who may be in the same industry or market as Customer.

12. PROFESSIONAL SERVICES WARRANTY

- 12.1. Klugo warrants that Professional Services will be provided in a professional manner consistent with industry standards. Customer must notify Klugo of any warranty deficiencies within 60 days from performance of the deficient Professional Services.
- 12.2. KLUGO DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT KLUGO WILL CORRECT ALL PROFESSIONAL SERVICES ERRORS, OR THAT THE PROFESSIONAL SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OF EXPECTATIONS. KLUGO IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE PROFESSIONAL SERVICES THAT ARISE FROM CUSTOMER DATA OR THIRD PARTY APPLICATIONS OR PROFESSIONAL SERVICES PROVIDED BY THIRD PARTIES.
- 12.3. FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY, CUSTOMER'S EXCLUSIVE REMEDY AND KLUGO'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT PROFESSIONAL SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF KLUGO CANNOT SUBSTANTIONALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, CUSTOMER MAY END THE DEFICIENT PROFESSIONAL SERVICES AND KLUGO WILL REFUND TO THE CUSTOMER THE FEES FOR THE TERMINATED PROFESSIONAL SERVICES THAT CUSTOMER PRE-PAID TO KLUGO FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 12.4. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS, OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. INDEMNIFICATION

13.1. If a third party makes a claim against either Customer or Klugo ("Recipient" which may refer to Customer or Klugo depending upon which party received the Material), that any

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information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either Customer or Klugo ("Provider" which may refer to Customer or Klugo depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs, and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- (a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- (b) gives the Provider sole control of the defense and any settlement negotiations; and
- (c) gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.
- 13.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Klugo's ability to meet obligations under the relevant order, then Klugo may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license does not allow us to terminate the license, then Klugo may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.
- 13.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or user guides, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. Klugo will not indemnify Customer to the extent that an infringement claim is based on a third party application or any Material from a third party portal or other external source that is accessible or made available to Customer by the Professional Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).
- 13.4. This Section 13 provides the parties' exclusive remedy for any infringement claims or damages.

14. LIMITATIONS OF LIABILITY

- 14.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES DATA, DATA USE, GOODWILL, OR REPUTATION
- 14.2. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF KLUGO AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR CUSTOMER'S ESTIMATE OR SOW, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS



ACTUALLY PAID UNDER CUSTOMER'S ESTIMATE OR SOW FOR THE PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

15. MARKETING

15.1. Unless the Customer specifically refuses permission, a general description of the work undertaken for the Customer, the name of the Customer and a general overview press release (if applicable) will be used in Klugo's general marketing information to indicate to prospective customers the type of work undertaken by Klugo for the Customer.

16. NON-SOLICITATION

16.1. To the extent permitted by law, during the Term and for a period of twelve (12) months following termination or expiration of the Agreement, the Customer agrees that it will not directly solicit the engagement or employment of any of the employees or contractors of Klugo who have been engaged in the provision of Services, without written permission of Klugo.

17. DISPUTE RESOLUTION

- 17.1. Each Party agrees that before it seeks mediation, arbitration, litigation or any other form of Dispute resolution, it shall provide written notice to the other Party of the specific issues in dispute (and referencing the specific portions of any contract between the Parties which are allegedly being breached) (Initial Notice).
- 17.2. Within thirty (30) days after issuing an Initial Notice, knowledgeable executives of the Parties shall hold at least one meeting (in person or by video or tele-conference) for the purpose of attempting in good faith to resolve the dispute.
- 17.3. Except as provided herein, any and all disputes, claims or controversies ("Disputes") arising out of or relating to this Agreement shall be submitted to mediation before arbitration or any other form of legal relief may be instituted.
- 17.4. Mediation may be commenced by a Party by providing a written request for mediation setting forth the subject of the Dispute and the relief requested. The Parties will cooperate in selecting a single mediator and scheduling a mediation, which should take place within ninety (90) days following a request for mediation.
- 17.5. The Parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, arbitration or litigation, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law.
- 17.6. The dispute resolution procedures contained in this clause shall not apply prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of Intellectual Property, trade secrets or Confidential Information.
- 17.7. The mediator shall be accredited by the American Arbitration Association (AAA) or another recognized professional body and be experienced with technology disputes. The Parties agree that they will participate in the mediation in good faith and share equally in its costs. The mediation shall take place in Denver, Colorado, United States.



18. ORDER OF PRECEDENCE

- 18.1. Any inconsistency in any documents relating to the Agreement shall be resolved by giving precedence in the following order, unless otherwise expressly identified as an override of the Klugo Services Agreement in the applicable Statement of Work:
 - (i) the terms and conditions of this Agreement;
 - (ii) the text appearing in the applicable Statement of Work; and
 - (iii) other documents, exhibits, and attachments which accompany such Statement of Work or this Agreement.



19. GENERAL PROVISIONS

- 19.1. This Agreement incorporates by reference all Estimates or SOWs, and this Agreement, together with such referenced items, constitute the entire understanding between Customer and Klugo and are intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's, and/or agreements between the parties. There are no other verbal agreements, representations, warranties undertakings or other agreements between the parties.
- 19.2. Under no circumstances will the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection to this Agreement be deemed to modify, alter, or expand the rights duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure to Klugo to object to such terms, provisions, or conditions. In the event of any inconsistencies between the terms of an Estimate or SOW and this Agreement, the Estimate or SOW shall take precedence.
- 19.3. This Agreement shall not be modified, or amended, except as expressly set forth herein, or in writing and signed or accepted electronically by the party against whom the modification, amendment, or waiver is to be asserted, or by a properly executed SOW.
- 19.4. Any notice required or permitted to be given by either Party to the other Party under this Agreement will be in writing addressed to the other Party at their nominated address as itemised in the Estimate or SOW, this Agreement, or any other ancillary document. Any notice may be sent by standard post or email, and the notice will be deemed to have been served on the expiry of thirty (30) business days in the case of post, or at the end of the next business day of transmission in the case of transmission by email.
- 19.5. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.
- 19.6. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.
- 19.7. This Agreement shall inure to benefit and bind the Parties hereto, their successors and assigns, but neither Party may assign this Agreement without written consent of the other Party, except to a related entity or the successor of all or substantially all the assignor's business or assets to which this Agreement relates.
- 19.8. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, United States, without regard to the jurisdiction in which any action or special proceeding may be instituted.
- 19.9. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.
- 19.10. If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING THE APPLICABLE STATEMENT OF WORK HAS BEEN AUTHORISED TO DO SO.