

SYMETRI STANDARD TERMS AND CONDITIONS

These Terms apply to and are incorporated into the applicable Symetri quote, proposal, statement of work, order document, invoice, or other Symetri ordering document that references or links to these Terms (the “Ordering Document”).

CONFIDENTIALITY

Symetri acknowledges that certain information obtained by Symetri during the course of its performance under the Ordering Document concerning the business or affairs of Client is the exclusive property of Client and must be treated as confidential. Symetri agrees not to disclose to any third party, or use for its own account, any such information without the prior written consent of Client. Confidential information shall not include any information that is already in the possession of or has already been independently developed by Symetri; is or becomes publicly available through no fault of Symetri; or is obtained from a third party who is under no obligation of confidence to the party owning the software. Symetri agrees to deliver to Client, at the termination of the engagement created by the Ordering Document, or at such other time as Client may request, any confidential information then in its possession.

NON-SOLICITATION

During the term of the Ordering Document and for a period of one year after completion or early termination thereof, Client will not, and will ensure that its employees and affiliates will not, directly or indirectly: (i) solicit, recruit, induce, or encourage for employment or engagement any Symetri employee or consultant who was involved in, or who had material contact with Client in connection with, the applicable project or engagement; or (ii) knowingly hire or engage any such Symetri employee or consultant for employment or services without Symetri’s prior written consent. In the event of a breach of this provision, Client agrees to pay Symetri compensation equal to 150% of the Symetri employee’s yearly salary, or of such consultant’s annual compensation, as liquidated damages, which the parties agree represents a reasonable estimate of Symetri’s damages, including recruiting, onboarding, replacement, lost productivity, and business disruption costs, and is not intended as a penalty.

OWNERSHIP OF WORK

The parties agree that Symetri owns all rights, including copyrights, to any original works of authorship created while providing Services to Client hereunder, excluding templates, families, and drawings (the “Inventions”), except that such Inventions shall not include any original works that use Client’s confidential or proprietary information. Symetri hereby grants Client a worldwide, nonexclusive, perpetual, non-transferable, and non-sublicensable, royalty-free license to use the Inventions, including the rights to enhance, adapt, and modify same, in accordance with the terms of the Ordering Document and these Terms.

WARRANTIES

All Services provided by Symetri hereunder will be performed in a professional manner in accordance with applicable industry standards. Client’s sole remedy for any defect in the

Services or any Deliverable will be to correct the defect. Except as expressly provided in this section, Symetri disclaims all warranties, representations, and statements, express or implied, statutory or otherwise.

CONSENT TO RECEIVE EMAIL

Client consents to receive email communications from Symetri Technologies, including messages regarding customer service information and other matters. Client may opt not to receive email communications, other than technical notifications and emails regarding issues related to Client's account matters, at any time by following the link included in the email. Registration for a class or event hosted by Symetri may reset Client's email preferences in order to ensure necessary attendance information is received.

LIMITATION OF LIABILITY

In no event will either party be liable to the other for any indirect damages, including any lost profits or consequential damages, arising out of the Services provided hereunder. Each party agrees that the other party's liability hereunder for damages will not exceed the total amount paid or payable for the Services that directly gave rise to the damages. Notwithstanding the above, the liability of Client shall be increased to include any costs of collection of amounts due hereunder incurred by Symetri including, without limitation, reasonable attorneys' fees and costs.

FORCE MAJEURE

If either party is delayed or prevented from performing hereunder, excluding Client's payment obligations to Symetri hereunder, due to a cause beyond its reasonable control including, without limitation, civil unrest, protest, criminal acts, acts of government, acts or attempted acts of war or terrorism, pandemic or epidemic, or acts of God or nature, the delay will be excused during the continuance of the delay and the period of performance hereunder will be extended as reasonable after the cause of the delay is removed. If a delay continues for a period of more than 30 days, either party may terminate the Ordering Document upon written notice to the other party, and Client will pay Symetri for all Services performed through the effective date of termination.

PURCHASE ORDERS; CONFLICTING TERMS

Client purchase orders, portal entries, work orders, invoice instructions, or similar documents are administrative only and do not amend, modify, override, or add terms to the Ordering Document or these Terms. Any terms included in or incorporated through such documents are expressly rejected, void, superseded, and of no force or effect, regardless of Symetri's receipt, performance, invoicing, delivery, acceptance of payment, use of a purchase order number, or failure to object. In the event of conflict, the Ordering Document and these Terms control. These Terms and the Ordering Document may be amended or overridden only by a separate written amendment or change order signed by authorized representatives of both parties.

MISCELLANEOUS

These Terms, together with the Ordering Document, contain the entire agreement between the parties with respect to the applicable products or services. These Terms and the Ordering Document may not be amended, modified, superseded, replaced, or overridden, in whole or in part, except by a written agreement duly authorized and executed by both parties. The waiver of any breach of any provision of these Terms shall not constitute a waiver of any subsequent breach. Invalidity of any provision of these Terms shall not affect the validity of the remainder of these Terms. These Terms shall bind and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, except that Client may not assign any of its rights or obligations hereunder without the prior written consent of Symetri. In the event an action is brought to enforce these Terms or the Ordering Document, the prevailing party in such action shall be entitled to recover its attorneys' fees and costs incurred in conjunction therewith. These Terms shall be construed in accordance with the laws of the State of Massachusetts, and venue and jurisdiction for any dispute hereunder shall be proper only in Massachusetts. Facsimile or electronic signatures on the Ordering Document shall be the same as original signatures. The Ordering Document may be executed in one or more counterparts, all of which, when taken together, shall constitute one and the same original.