

# STANDARD TERMS & CONDITIONS

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## 1. Terms and Conditions of Services.

- 1.1. **Standard Terms.** All Services provided to Client by ADEC will be subject to these terms and conditions of this Agreement in effect at the time of the Service Order, unless separate terms are incorporated into a separate scope of work and agreed to in writing by the Parties.

## 2. Payment.

Compensation shall be paid to ADEC as follows:

- 2.1. Unless otherwise indicated in a specific Service Order, invoices will be submitted by ADEC to Client for services performed and expenses incurred during the prior month, or for the set fee agreed to by the Parties at the time of services. Client shall review invoices promptly upon receipt, and unless notified otherwise in writing, invoice shall be considered approved after ten (10) calendar days from the date of the invoice.
- 2.2. Payment for each invoice shall be due within thirty (30) calendar days from the date of the invoice. Banking fees or other fund transfer fees shall be the responsibility of client and are separate from the invoiced amount.
- 2.3. If Client fails to pay by the due date, this will create a hardship on ADEC. ADEC reserves the right to stop work, retain materials, and charge interest at the legal rate prevailing at the time the services are performed.
- 2.4. Standard Fees and Charges are subject to automatic increase on October 1 of each year to accommodate staff annual salary adjustments and cost of living increases.

## 3. Term and Termination.

- 3.1. **Scope and Term of Agreement.** This agreement shall be for the term set forth in the scope of work agreed to by the Parties or stated in the Invoice and shall continue until each applicable Scope of Work is completed or the Agreement is terminated as provided for herein.
  - 3.1.1. This agreement may be terminated at any time, with or without cause, by either Party upon thirty (30) days advance written notice to the other Party hereto. Upon termination of this Agreement, or any part hereof, Client shall pay ADEC for the Services completed up to the data of termination and in accordance with this Agreement, any outstanding Scopes of Work and the notice period.
  - 3.1.2. In case of termination, ADEC shall (i) cease all work as to which the termination applies, unless otherwise and mutually agreed by ADEC and Client, and (ii) promptly deliver to Client the work-in-progress that has been the subject of the termination.
- 3.2. **Termination in Case of Breach.**
  - 3.2.1. In the event of a material breach of this Agreement, either Party may immediately terminate this Agreement upon written notice to the breaching Party; provided, however, that if any material breach is capable of cure, the Agreement

shall not terminate if the breaching Party cures the breach within thirty (30) days after written notice describing the breach.

- 3.2.2. Either Party may terminate this Agreement immediately by written notice, without the opportunity to cure, if the other Party breaches its confidentiality obligations hereunder, makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

#### 4. Performance.

Services will be completed as outlined within the Scope of Work for Services to be performed by ADEC.

#### 5. Non-Disclosure.

All Confidential Information (defined above) disclosed hereunder will remain the exclusive and confidential property of the disclosing Party. The receiving Party will not disclose the confidential Information of the disclosing Party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing Party as it uses with respect to its own confidential information, but in no case less than reasonable care. The receiving Party will limit access to Confidential Information to its affiliates, employees and authorized representatives with a need to know and will instruct them to keep such information confidential. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information of the disclosing Party (a) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (b) as appropriate and with prior notice where practicable, to respond to any summons or subpoena or in connection with any litigation, and (c) relating to a specific employee, to the extent such employee has consented to its release. Upon the request of the disclosing Party, the receiving Party will return or destroy all Confidential Information of the disclosing Party that is in its possession.

#### 6. Ownership of Data and Intellectual Property.

- 6.1. **Intellectual Property.** For purposes of this Agreement, "Intellectual Property" shall mean any and all intellectual property including, but not limited to, all contract documents and fee agreements for services, supplemental agreements, change orders, trade secrets, trademarks, copyrights, patents, inventions, discoveries, processes, methods, formulations, theories, ideas, techniques, know-how, research and development, strategies, plans, drawings, designs, models, prototypes, computer software, source code, hypertext markup language, and related materials and documentation.
- 6.2. **Client Intellectual Property.** For purposes of this Agreement, "Client Intellectual Property" shall be any and all Intellectual Property created by Client prior to or independent of ADEC's provision of Services under this Agreement. All right, title, and interest in and to Client Intellectual Property shall reside solely with Client.
- 6.3. **ADEC Intellectual Property.** For purposes of this Agreement, "ADEC Intellectual Property" shall be any and all Intellectual Property created by ADEC, its affiliates, or its personnel prior to, independent of, or in connection with ADEC's provision of Services under this Agreement. All right, title, and interest in and to ADEC Intellectual Property shall reside solely with ADEC. Notwithstanding the foregoing, to the extent that any ADEC Intellectual Property is required for Client to use the Services, ADEC grants to Client a limited, non-exclusive, non-transferable, royalty-free license to use such ADEC Intellectual Property solely for such purpose, and solely during the Term of this Agreement.
- 6.4. **Ownership and Licenses.** ADEC shall retain all rights, title, and interest in and to all ADEC Intellectual Property, technology, the content, service, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the innovation or development of any software or service.

#### 7. Liability and Indemnification.

- 7.1. Except with regard to a claim of third-party intellectual property infringement, a Party shall not be liable to the other Party whether in contract, tort or otherwise, for any indirect, special, incidental, consequential or punitive damages arising out of or pursuant to this Agreement, even if the other Party has been advised of the possibility of such damages.
- 7.2. Save prevailing compelling statutory provisions, ADEC shall not exceed the service fee due for the specific services and in no case shall ADEC be liable for any indirect and consequential losses such as lost profit, loss of business or loss of goodwill.

## 8. Notices.

Any notices given by either Party hereunder will be in writing and will be given by personal delivery, national overnight courier service, electronic delivery with notice of receipt, or by U.S. mail, certified or registered, postage prepaid, return receipt requested, to ADEC or Client at their respective addresses specified below. All notices will be deemed effective upon personal delivery, email notice of receipt, or five (5) days following deposit in the U.S. mail, or two (2) business days following deposit with any overnight courier services. All notices to ADEC shall be addressed to the following:

To ADEC:

ADEC Innovations  
Attn: Kristy Nguyen  
250 Commerce, Suite 250  
Irvine, CA 92602  
kristy.nguyen@adec-innovations.com

## 9. General Provisions.

- 9.1. **Binding.** This Agreement shall inure to the benefit of, and be binding upon the Parties hereto, together with their respective legal representatives, successors, and assigns.
- 9.2. **Governing Law and Jurisdiction.** This Agreement shall be governed by California law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California.
- 9.3. **Non-Waiver.** No waiver by either Party of any breach or default of any covenant or agreement set forth in this Agreement shall be deemed a waiver as to any subsequent and/or similar breach or default.
- 9.4. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement.
- 9.5. **Assignability.** This Agreement may not be assigned without the consent of the Parties hereto.
- 9.6. **Failure to Perform.** In the event of a failure of performance due under this Agreement and if it becomes necessary for either Party to undertake legal action against the other on account thereof, then the prevailing Party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.