

TERMS AND CONDITIONS

These TERMS OF SERVICE (this "**Agreement**") are made between Lobus, Inc. ("**Lobus**") and you, or, if you represent an entity or other organization, that entity or organization (in either case "**You**").

Lobus has developed a platform focused on intelligence for the art world (the "**Platform**" as further defined below). Customer wishes to upload its data onto the Platform, and to utilize the Platform to allow its Authorized Users to access, view and use the data within the Platform, and Lobus desires to make the Platform available to Customer as a service (the "**Services**"), subject to the following terms and conditions.

All access to and use of the Services is subject to the terms of this Agreement and the order You and Lobus executed (Your "**Order**"). Lobus is willing to accept Your Order and provide You with access to and use of those Services only if You comply with the terms and conditions of this Agreement.

PLEASE CAREFULLY READ THIS AGREEMENT. BY SUBMITTING AN ORDER OR BY ACCESSING OR USING THE SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT, LOBUS IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE SERVICES AND YOU MUST NOT ACCESS OR USE SERVICES. IF YOU ACCESS OR USE THE SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this Section 1, or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Platform.

1.2 "Authorized User" means Customer's employees and agents who are authorized to access the Platform pursuant to Customer's rights under this Agreement.

1.3 "Customer Materials" means all tangible materials provided to Lobus by or on behalf of Customer for digitization in connection with the Services.

1.4 "Customer Data" means any and all materials, content, data, contact information, trademarks and other information provided to Lobus by or on behalf of Customer for use in connection with the Services.

1.5 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.6 "Lobus Data" means the information, data and images, including where sourced from third parties, that Lobus makes accessible on the Platform for use by Customer, excluding Customer Data.

1.7 "Platform" means the Lobus software-as-a-service application identified in an Order that allows Authorized Users to access certain features and functions through a web interface.

1.8 "Professional Services" means professional services provided by Lobus to Customer as described in an SOW (defined in Section 5).

1.9 "Reports" means results and reports generated for Customer through the use of the Services.

1.10 "Services" means any services provided by Lobus to Customer under this Agreement as set forth in an Order and SOW, including, but not limited to, provision of the Platform and Professional Services.

1.11 "Third Party Materials" means information, data and materials Lobus obtains from public sources or a third party, to which Customer has access through the Platform.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the fees set forth in the Order ("**Fees**"), Lobus will provide Customer with access to the Platform. On or as soon as reasonably practicable after the Effective Date, the Parties will work together to coordinate the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Platform in accordance with the Access Protocols. Customer will ensure that only Authorized Users who have agreed to be bound by the terms of this Agreement will access the Platform. Customer is responsible for maintaining the confidentiality of its Access Protocols, and is solely responsible for all activities that occur through the use thereof. Customer agrees (a) not to allow a third party to use its account, username or password at any time, and (b) to notify Lobus promptly of any actual or suspected unauthorized use of Customer's account, username or password. Lobus reserves the right to change or update the Access Protocols in Lobus's sole discretion from time to time. Lobus also reserves the right to suspend or terminate any username and password, or other method of Customer access, that Lobus reasonably determines may have been used by an unauthorized third party.

2.2 Support Services. Subject to the terms and conditions of this Agreement, Lobus will exercise commercially reasonable efforts to (a) provide support for the use of the Platform to Customer, and (b) keep the Platform operational and available to Customer, in each case in accordance with its standard policies and procedures, as set forth [add link] ("**Support**").

2.3 Hosting. Lobus will, at its own expense, provide for the hosting of the Platform, provided that nothing herein will be construed to require Lobus to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Platform from the Internet.

3. ACCESS

3.1 Platform. Subject to the terms and conditions of this Agreement, Lobus will make the Platform available to Customer solely for Customer's internal business purposes in accordance with the limitations (if any) set forth in the Order. Customer may distribute limited portions of the Lobus Data to its customers in Reports and presentations. Customer may permit any Authorized Users to access and use the features and functions of the Platform as contemplated by this Agreement. Customer acknowledges and agrees that the Lobus Data and Reports are based on Third Party Materials, and that Lobus does not provide valuation or other financial advice. Customer is solely responsible for determining value and market opportunity, and for its transaction and financial determinations and decisions based thereon.

3.2 Restrictions. Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Platform except as expressly allowed herein; (b) modify, adapt, alter or translate the Platform; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Platform for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Platform, except as permitted by law; (e) interfere in any manner with the operation of the Platform or the hardware and network used to operate the Platform; (f) modify, copy or make derivative works based on any part of the Platform; (g) access or use the Platform to build a similar or competitive product or service; (h) attempt to access the Platform through any unapproved interface; or (i) otherwise use the Platform in any manner that exceeds the scope of use permitted under Section 3.1 or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Lobus or its licensors on Reports or presentations with Lobus Data, or any copies thereof.

3.3 Ownership. The Platform, and all worldwide Intellectual Property Rights therein, are the exclusive property of Lobus and its suppliers. All rights in and to the Platform not expressly granted to Customer

in this Agreement are reserved by Lobus and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Platform or any part thereof.

3.4 Feedback. Customer hereby grants to Lobus a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Services. Lobus will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS

4.1 Fees. In consideration for the access rights granted to Customer and the Services performed by Lobus under this Agreement, Customer will pay to Lobus the Fees. Except as otherwise provided in an Order, all Fees are billed at the end of the month due and payable within fifteen (15) days of the date of the invoice. Lobus reserves the right to modify the Fees payable hereunder upon written notice to Customer at least ninety (90) days prior to the end of the then-current term. Lobus will be reimbursed only for expenses that are expressly provided for in an Order or SOW or that have been approved in advance in writing by Customer, provided Lobus has furnished such documentation for authorized expenses as Customer may reasonably request. Lobus reserves the right (in addition to any other rights or remedies Lobus may have) to discontinue the Platform and suspend all Authorized Users' and Customer's access to the Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Customer will maintain complete, accurate and up-to-date Customer billing and contact information at all times.

4.2 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Customer will be responsible for payment of all such taxes (other than taxes based on Lobus's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the license of the Platform to Customer. Customer will make all payments of Fees to Lobus free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Lobus will be Customer's sole responsibility, and Customer will provide Lobus with official receipts issued by the appropriate taxing authority, or such other evidence as the Lobus may reasonably request, to establish that such taxes have been paid.

4.3 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. CUSTOMER MATERIALS

5.1 Rights. Customer is solely responsible for any and all obligations with respect to the completeness, accuracy and quality of Customer Data and Customer Materials provided to Lobus by Customer. As between Customer and Lobus, Customer shall be solely responsible for the Customer Materials at all times when they are not in the possession and control of Lobus. Customer will obtain all third party licenses, consents and permissions needed for Lobus to use the Customer Data to provide the Services. Customer grants Lobus a non-exclusive, worldwide, royalty-free and fully paid license to use the Customer Data and Customer Materials as necessary for purposes of providing and improving the Services. The Customer Data and Customer Materials, and all worldwide Intellectual Property Rights in them, are the exclusive property of Customer. All rights in and to the Customer Data and Customer Materials not expressly granted to Lobus in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that (a) it has the right to provide the Customer Data and Customer Materials for Lobus's use as described herein; (b) the Customer Data and Customer Materials and the use thereof by Lobus will not be libelous or defamatory, violate any law, rule, or regulation (including with respect to privacy and email distribution), or violate or infringe any right of any third party; and (c) the Customer Data do not contain any viruses, worms or other malicious computer programming codes intended to damage Lobus's system or data.

5.3 Data and Security. Customer and its Authorized Users will be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the Platform. Customer will have the ability to export Reports and Customer Data out of the Platform and is encouraged to make its own back-ups of the Reports and Customer Data. Lobus will treat the Customer Data in accordance with the terms of the Data Security Addendum ([\[insert link\]](#)).

6. PROFESSIONAL SERVICES. Where the Parties have agreed to Lobus's provision of Professional Services, the details of such Professional Services will be set out in a mutually executed statement of work ("**SOW**"). The SOW will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the SOW expressly states that it supersedes specific language in the Agreement.

7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Lobus represents and warrants that it will provide the Services and perform its other obligations under this Agreement in a professional and workmanlike manner and use commercially reasonable efforts to provide Support.

7.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, REPORTS AND DOCUMENTATION ARE PROVIDED "AS IS," AND LOBUS MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, COURSE OF DEALING, TRADE USAGE OR PRACTICE, SYSTEM INTEGRATION, DATA ACCURACY, MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. LOBUS DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. LOBUS SHALL NOT BE RESPONSIBLE FOR, AND IS EXPRESSLY RELIEVED OF RESPONSIBILITY FOR ITS REASONABLE RELIANCE ON, ANY INACCURATE OR INCOMPLETE CONTENT PROVIDED TO IT HEREUNDER. THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER COMMUNICATIONS PROBLEMS INHERENT IN THE USE OF THE INTERNET, AND LOBUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

8. LIMITATION OF LIABILITY

8.1 Types of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.2 Amount of Damages. THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY CUSTOMER TO LOBUS DURING THE TWELVE (12) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. IN NO EVENT WILL LOBUS'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE CUSTOMER'S OBLIGATION TO PAY FEES OWED TO LOBUS HEREUNDER, OR BREACHES OF

SECTION 3.2 OR 9, OR LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS, OR FOR DEATH OR PERSONAL INJURY.

8.3 Basis of the Bargain. The Parties agree that the limitations of liability set forth in this Section 8 will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The Parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

9. CONFIDENTIALITY

9.1 Confidential Information. “**Confidential Information**” means any nonpublic information of a Party (the “**Disclosing Party**”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving Party (the “**Receiving Party**”) knows or should have known is the confidential or proprietary information of the Disclosing Party.

9.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Lobus). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

9.3 Exceptions. The confidentiality obligations set forth in Section 9.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

10. INDEMNIFICATION

10.1 By Lobus. Lobus will defend at its expense any suit brought against Customer, and will pay any settlement Lobus makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Platform infringes such third party’s patents, copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America. If any portion of the Platform becomes, or in Lobus’s opinion is likely to become, the subject of a claim of infringement, Lobus may, at Lobus’s option: (a) procure for Customer the right to continue using the Platform; (b) replace the Platform with non-infringing software or services which do not materially impair the functionality of the Platform; (c) modify the Platform so that it becomes non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Platform. Notwithstanding the foregoing, Lobus will have no obligation under this Section 10.1 or otherwise with respect to any infringement claim based upon (i) any use of the Platform not in accordance with this Agreement; (ii) any use of the Platform in combination with other products, equipment, software or data not supplied by Lobus; or (iii) any modification of the Platform by any person other than Lobus or its authorized agents (collectively, the “**Exclusions**” and each, an “**Exclusion**”). This Section 10.1 states the sole and exclusive

remedy of Customer and the entire liability of Lobus, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.

10.2 By Customer. Customer will defend at its expense any suit brought against Lobus, and will pay any settlement Customer makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion, or (b) Lobus's use of Customer Data.

10.3 Procedure. The indemnifying Party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified Party will promptly notify the indemnifying Party in writing of any threatened or actual claim or suit; (b) the indemnifying Party will have sole control of the defense or settlement of any claim or suit; and (c) the indemnified Party will cooperate with the indemnifying Party to facilitate the settlement or defense of any claim or suit.

11. TERM AND TERMINATION

11.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect as long as any Order remains in effect, unless earlier terminated in accordance with the Agreement (the "**Term**"). Unless otherwise stated in the applicable Order, the term of an Order will begin on the effective date of the Order and continue in full force and effect for one (1) year, unless earlier terminated in accordance with the Agreement. Thereafter, the Order will automatically renew for additional terms of one (1) year unless either Party gives written notice of non-renewal to the other Party at least sixty (60) days prior to the expiration of the then-current term.

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon termination or expiration of this Agreement for any reason: (a) all licenses granted hereunder will immediately terminate; (b) promptly after the effective date of termination or expiration, each Party will comply with the obligations to return all Confidential Information of the other Party, as set forth in the Section 9; and (c) any amounts owed to Lobus under this Agreement will become immediately due and payable. Sections 1, 3.2, 3.3, 3.5, 4, 7.2, 8, 9, 10, 11.3, 11.4, and 12 will survive expiration or termination of this Agreement for any reason.

11.4 Reports. For twenty (20) days after the end of the Term, as applicable, Lobus will make the Customer Data available to Customer through the Platform on a limited basis, unless Lobus is instructed by Customer to delete such data before that period expires.

12. MISCELLANEOUS

12.1 Publicity. Lobus and Customer may make public announcements, including but not limited to, press releases and media announcements, of the existence of this Agreement and the relationship between the Parties, subject to prior written approval, which approval shall not be unreasonably withheld. The Parties will use reasonable efforts to review and approve public announcements within five (5) business days of submittal. Customer agrees that Lobus may use Customer's name and logo in customer lists and other promotional materials.

12.2 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Customer hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for the Southern District of New York for any lawsuit filed there against Customer by Lobus arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.3 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Lobus, or any products utilizing such data, in violation of the United States export laws or regulations.

12.4 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.5 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.6 No Assignment. Neither Party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. The terms of this Agreement will be binding upon the Parties and their respective successors and permitted assigns.

12.7 Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Services, Reports and Documentation.

12.8 Force Majeure. Any delay in the performance of any duties or obligations of either Party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, epidemic, pandemic or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

12.9 Independent Contractors. Customer's relationship to Lobus is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, any authority to act on behalf of Lobus.

12.10 Notices. All notices required or permitted under this agreement must be delivered in writing, if to Lobus, by emailing info@lobus.io and if to Customer by emailing the Customer Point of Contact email address listed on the Order, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other Party at the address listed on the Order by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each Party may change its email address and/or address for receipt of notice by giving notice of such change to the other Party.

12.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Customer and Lobus.

