

FoundationalLLM

FOUNDATIONALLM PREMIUM SUPPORT AGREEMENT

This Premium Support Agreement (“Agreement”) is a legal agreement between you (either as an individual or a single entity (“You”)) and FoundationalLLM (“Licensor”) for support related to the FoundationalLLM source code, libraries, “online” or electronic documentation, and other materials (the “Software”) previously licensed to You under the Software License Agreement.

References to “You” herein shall refer to You, and/or the entity on whose behalf You are using the Software, and all individual users of the Software on behalf of such entity.

BY COMPLETING THE REGISTRATION PROCESS AND SUPPORT FEE PAYMENT, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

1. SUPPORT.

A. During the term of this Agreement, Licensor agrees (subject to the terms and conditions of this Agreement) to provide the following remote Premium Support for the Software (collectively, the “Premium Support”):

- I. An unlimited number of requests for support may be made by You via Licensor’s dedicated help dedicated help contact (each, a “Request”);
- II. All Requests will be initially responded to via e-mail within two hours;
- III. Licensor will use best efforts to resolve all reasonable Requests but makes no guarantee with respect to the length of time required for the final resolution of a Request or that all Requests can be finally resolved;
- IV. Up to [12] times during the Term of this Agreement paid for in conjunction with purchasing Premium Support, You may request one-on-one support via remote conferencing software with Licensor’s personnel to resolve a Request (each, an “Escalation”);
- V. Additional Escalations may be purchased during the Term of this Agreement at Licensor’s then-in-effect pricing;

As used herein, “Business Day” means Monday through Friday, excluding weekends and U.S. federal public holidays.

B. Premium Support extends only to the Software free of any additions or modifications that have not been made by Licensor or its agents, or approved by Licensor in writing.

C. Supported Versions: This premium support applies only to recent versions of the product. A recent version of the product is defined as a release no older than the last two Long Term Support (LTS) releases. A LTS release is made approximately every 6 months, so this agreement applies within a rolling window of releases made in the last 12 months.

D. Licensor reserves the right to employ subcontractors in order to carry out any Premium Support under this Agreement.

2. NO PROFESSIONAL SERVICES. The Premium Support do not include the following and Licensor shall have no responsibility or liability for: (i) addressing errors, defects, or damage in or to the Software

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resulting from causes other than those arising in the ordinary use of the Software, or from the use of third-party software, firmware or data, or from the use of hardware not meeting Licensor's minimum recommended configuration; (ii) providing hardware-related services; (iii) providing training to your personnel; or (iv) developing or otherwise providing You with additional features, functionality, or customizations to the Software. The services described in this Paragraph 3 may be made available to You under a separate services agreement, subject to availability and Licensor's then-in-effect pricing.

3. COOPERATION. You agree to fully cooperate with Licensor in the performance of the Premium Support, including by providing Licensor with such timely, accurate and complete information and reasonable access to your personnel and facilities as Licensor may reasonably require or request. To the extent You delay or fail to satisfy the foregoing, Licensor shall be relieved of its obligations under this Agreement.
4. NO WARRANTY; LIMITATION OF LIABILITY. **The Premium Support do not extend or modify any warranty for the Software contained in, or in any way alter the other provisions of, the Software License Agreement. Licensor does not guarantee that all Requests will be solved if the issue cannot be reproduced, nor that the provided remedy will be error free. Under no circumstances will Licensor be liable for any consequential, special, indirect, incidental, or punitive damages whatsoever arising out of the Premium Support, even if Licensor has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any provided remedy. In no event will Licensor's aggregate liability for damages arising out of this Agreement or its terms exceed the amount paid by you for the Premium Support.**
5. OWNERSHIP. You acknowledge and agree that the Premium Support, all updates, patches, bug fixes, modifications, enhancements, new versions, and all other results of the Premium Support, and all work product and deliverables thereof (collectively, the "Licensor Materials"), are the sole and exclusive property of Licensor, including all worldwide intellectual property rights embodied in, related to, or represented by, the Licensor Materials, regardless of whether You or your employees, agents or contractors may have contributed to the conception of the work, joined in the effort of its development, or paid Licensor for use of the Licensor Materials.
6. CONFIDENTIALITY. Neither Licensor or You will, without the other's written consent, disclose to any third party any information concerning the business or method of working of the other party which may be revealed to it during the term of this Agreement or otherwise, except as required by law, or to the extent that such information may become public knowledge or may be acquired or generated by either party independently from the other otherwise than by reason of a breach of this Paragraph 7.
7. TERM AND TERMINATION. **This Agreement will remain in effect for and run co-terminous with the term as stated in Your Quote.** However, the Agreement and your rights and our obligations hereunder will terminate immediately upon your breach of the Agreement. Following any termination of this Agreement, no refunds will be granted, in whole or in part. The terms of this Agreement that expressly are to, or by implication ought to, survive, will survive this Agreement.

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8. GOVERNING LAW; VENUE. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada, USA, excluding its law on conflict of laws. You hereby consent to submit to personal jurisdiction and venue exclusively in the Federal and state courts of the State of Nevada, USA.

9. GENERAL PROVISIONS.

A. This Agreement contains the entire agreement between You and Licensor, supersedes any other agreement (except the Software License Agreement) or discussions, oral and written, concerning the subject matter hereof, and may not be modified or amended except by a written amendment signed by both parties.

B. If any provision of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, as to that jurisdiction, be ineffective only to the extent of such invalidity, illegality, or unenforceability, and shall not in any manner affect the remaining provisions hereof in such jurisdiction or render any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

C. You may not assign this Agreement without prior written consent of Licensor.

D. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any force majeure event, such as an act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the reasonable control of such party.