



9420 Maltby Rd. | Brighton, MI, 48116 | 810-229-7200 | lowrysolutions.com

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

These are the Professional Services Agreement Terms that apply to an agreement between:

Lowry Holding Company, Inc., a Delaware corporation that does business as Lowry Solutions, Inc. ("Lowry")
9420 Maltby Road
Brighton Michigan 48116
Phone: (810) 229-7200
Fax: (810) 229-5189
Attention: Contract Administrator

and the party executing or accepting one or more Statements of Work ("each a "SOW") (such party being "Customer"). Lowry and Customer are each sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

1. **Agreement.**

- (a) **Structure.** This "Agreement" consists of these Professional Services Agreement Terms and Conditions and any SOWs. SOWs may by their terms incorporate exhibits or other documents (including Work Request Form(s) and/or Change Request Form(s)), which, to the extent executed by, or otherwise expressly incorporated by, the Parties, will also become a part of this Agreement. The Parties may, from time to time, execute additional SOWs.
- (b) **Order of Precedence.** Where possible, these Professional Services Agreement Terms and Conditions, each SOW, each Work Request Form, and each Change Order will be construed consistently. Where this is not possible, the terms of the respective documents will prevail in the following descending order. Change Order, Work Request Form, SOW, and these Professional Services Agreement Terms and Conditions.
- (c) **Customer Purchase Orders.** Customer may issue one or more purchase orders or other standard purchase documents to acknowledge orders for goods, services, and/or software, but any such document, and/or Lowry's acceptance thereof, is merely for Customer's convenience and no provision of any such document that is inconsistent with, or additional to, the terms of this Agreement will have any effect.
- (d) **Agreement.** During the Term, and subject to the terms of this Agreement, Customer will purchase from Lowry and pay for, and Lowry will provide to Customer, the goods, services, and/or software described in this Agreement.

2. **Definitions.** In addition to any other definitions contained in these Professional Services Agreement Terms and Conditions, the following words have the following meanings.

- (a) An "affiliate" of, or a person "affiliated" with, a specific person (regardless of whether the term has any particular capitalization) is a person that directly, or indirectly through one or more

intermediaries, controls, or is controlled by, or is under common control with, the person specified.

- (b) "Business Day" means a Monday, Tuesday, Wednesday, Thursday, or Friday upon which the United States Federal Reserve System is open for business.
- (c) "Customer Materials" means anything in which Customer has any exclusive right vis-à-vis Lowry and that Customer provides to Lowry into which, or with which, this Agreement requires Lowry to integrate, interface, connect, or logically associate the Work product or the Lowry Software.
- (d) "Control" (regardless of whether the term has any particular capitalization), including the terms "controlling," "controlled by" and "under common control with"), means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting shares, by contract, or otherwise.
- (e) "Include" (regardless of whether the term has any particular capitalization) means "include, without limitation" and "including" (whether with or without an initial capital) means "including, without limitation."
- (f) "Lowry Software" means software identified in a SOW as such.
- (g) "Person" (regardless of whether the term has any particular capitalization) means an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a business trust, an unincorporated organization, and/or a unit of government.
- (h) "Personnel" means Lowry's employees and/or agents who provide Services on behalf of Lowry under this Agreement.
- (i) "Record" (regardless of whether the term has any particular capitalization) means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form, and "electronic record" (either with or without initial capitals) means a record created, generated, sent, communicated, received, or stored by electronic means.
- (j) "Services" means services provided by Lowry under this Agreement.
- (k) "Specifications" means the specifications of the Services or the Work Product contained in an applicable SOW, Work Request Form, or Change Order.
- (l) "Third-Party Products" means goods, services, and/or software identified in a SOW or other part of this Agreement as being the goods, services, and/or software of a third party.
- (m) "Work Product" means the tangible results of Services, including object code, micro code, source code, data structures, documentation, and schematics, but excluding Lowry Software combined by Lowry with the same.

3. **Ownership and Use.**

- (a) Customer Materials. As between Customer and Lowry, Customer will own the Customer Materials. Except as otherwise stated in this Agreement, Lowry retains no rights to the Customer Materials, other than as needed to perform Services.
- (b) Work Product.
 - (i) Ownership. As between Customer and Lowry, Lowry will own the Work Product.
 - (ii) License. Lowry will, upon payment in full for the Services, grant to Customer a perpetual, non-exclusive, limited license, without right to sublicense, to use the Work Product, together with (and not separate from) the goods, services, and/or Lowry Software that Lowry provides to Customer, in the ordinary course of the operation of Customer's business (and, in any case, not for the benefit of any third party).
- (c) Third-Party Products. Third-Party Products are the property of their respective manufacturers, licensors, or other providers. Any right of Customer to possess or use any Third-Party Product is entirely between Customer and the applicable third-party manufacturer, licensor, or other provider.

4. **Performance and Personnel.**

- (a) Lowry shall cause the Personnel to comply with all of Customer's commercially reasonable rules, regulations, and policies, including Customer's customary security measures, while the Personnel

are on Customer premises in connection with the performance of any assignment, provided that Customer gives to Lowry reasonable notice of such rules, regulations, and policies and provided further that no such rule, regulation, or policy will itself change a substantive term of this Agreement.

- (b) Lowry will be responsible and liable for the acts and omissions of the Personnel. Under no circumstances will Customer require any of the Personnel to enter into any agreement directly with Customer, whether a confidentiality agreement or otherwise. Any such agreement will be void and Customer hereby waives all rights under any such agreement. Each of the Personnel is an express third-party beneficiary of the provisions of this Section 4(b).
- (c) During the Term and for two years subsequent thereto, neither Lowry nor Customer shall, without the other Party's written approval, solicit for employment, retain the services of, or employ, directly or indirectly (whether as an employee, contractor, independent agent, or representative of another vendor), any person who is an employee, contractor, or agent of the other Party during the Term who did substantive work under this Agreement. The damages resulting from a breach of this Section 4(c) would be difficult or impossible to determine, so the Parties agree that 50% of the annualized total compensation of the employee, agent, or contractor whose services are obtained in violation of this subsection is a reasonable measure of the direct damages and will be liquidated damages for such violation.
- (d) The Personnel shall not for any purpose be considered Customer's employees. Lowry will pay all compensation owed to the Personnel and administer the withholding and/or payment of all federal, state and local income and other payroll taxes, workers' compensation, disability benefits, and other benefits that apply to such Personnel. In the event that any taxing or labor authority finds that any of the Personnel are the employees of Customer and that Customer is liable for taxes or insurance associated with the Personnel, Lowry will indemnify Customer against such tax and insurance obligations to the extent of the lesser of the actual tax or insurance obligation or the obligation that Lowry would have incurred had the same authority deemed such Personnel the employees of Lowry.

5. **Compensation.**

- (a) Fees for Services. The amount to be paid for Services is set forth in the applicable SOW.
- (b) Payment Terms. Prices are in United States dollars unless otherwise specified in the applicable SOW. Unless otherwise stated in the applicable SOW, payment is due 30 days after invoice date.
- (c) Disputed Amounts. Customer may, in good faith and upon a commercially reasonable basis, dispute any amount due under any invoice. Customer must give to Lowry notice of the dispute (including a reasonably detailed statement of the basis of the dispute) on or before the date that payment of the disputed amount is due. Customer must participate in good faith in efforts to resolve any such dispute. If the Parties are unable to resolve the dispute within 30 days and Lowry so directs, Customer will place the disputed amount in escrow with a mutually-acceptable escrow agent under a mutually-acceptable escrow agreement. The Parties will each pay half of the escrow agent's fees.
- (d) Out of Pocket Expenses. Customer shall pay, or promptly reimburse Lowry for, any out-of-pocket expenses, including travel and travel-related expenses, incurred by Lowry in connection with the performance of the Services.
- (e) Late Payment. If Customer fails to pay any amount due within ten Business Days after the invoice due date, Customer shall also pay to Lowry late charges of the lesser of 1.5% per month on the amount past due or the maximum amount allowable under applicable law. In addition, if Customer fails to fully pay any undisputed amounts within 10 Business Days after receiving written notice from Lowry specifying that such amounts are overdue, Lowry may suspend performance of the Services and/or terminate this Agreement. Any such suspension or termination will not relieve Customer from its obligation to pay past due amounts or late charges. These remedies are in addition to all other remedies of Lowry.

6. Warranties.

- (a) T&M Engagements. Where, and to the extent that, a SOW calls for Lowry to develop Work Product and/or provide Services on a time-and-materials (“T&M”) basis, Lowry warrants that:
- (i) The Personnel that it provides will have the skills and expertise identified in the applicable SOW or rate list and that such Personnel will, for the time billed, work diligently and with commercially reasonable skill on the Services and Work Product; and
 - (ii) Lowry will use its commercially reasonable efforts to identify, acquire, and use such materials as are called for by the applicable SOW and pass through to Customer such warranty rights with regard to such materials as Lowry obtains and are assignable to Customer.
- (b) Fixed-Price Engagements. Where, and to the extent that, a SOW calls for delivery of specified deliverables for fixed fees, Lowry warrants to Customer that the applicable Work Product that Lowry delivers to Customer under this Agreement will, for 30 days after such delivery, perform in all material respects according to the Specifications. Customer’s sole remedy, and Lowry’s sole liability, with respect to any failure of any Services or Work Product to perform as warranted shall be:
- (A) Repair or replacement of the applicable Work Product so that they perform as warranted; or
 - (B) If Lowry reasonably determines that repair or replacement is not commercially reasonable, Lowry will refund to Customer the amounts that Customer has by then paid for the affected Work Product and Customer will not use, and will return to Lowry, such Work Product.
- (c) Disclaimer of Other Warranties. Except as expressly warranted in Sections 6(a) and 6(b):
- (i) LOWRY PROVIDES THE SERVICES AND THE PROVIDED MATERIALS, AS WELL AS ALL OTHER GOODS, SERVICES, AND/OR SOFTWARE WITH ALL FAULTS;
 - (ii) THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH CUSTOMER; AND
 - (iii) LOWRY MAKES NO WARRANTY AGAINST INTERFERENCE WITH CUSTOMER’S ENJOYMENT OF THE SERVICES OR THE PROVIDED MATERIALS OR ANY OTHER GOODS, SERVICES, AND/OR SOFTWARE, AGAINST INFRINGEMENT, OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY.
- (d) Warranties with regard to Third-Party Products. LOWRY PROVIDES NO WARRANTY WHATSOEVER WITH REGARD TO ANY THIRD-PARTY PRODUCT. To the extent permitted by any license agreement or other arrangement under which Lowry obtains, or provides to Customer, any Third Party Product, Lowry will pass on to, and/or assign to, Customer such benefits of such warranties as are transferable under such license agreement or other arrangement. Lowry provides each Third-Party Product solely as an accommodation to, and for the convenience of, Customer and Lowry will have no liability whatsoever for any function, failure to function, infringement, or other aspect of any Third-Party Product.

7. Indemnification.

- (a) Lowry Indemnification of Customer. Lowry will indemnify, defend, and hold harmless Customer and its equityholders, managers, directors, officers, employees, and agents (each of which is a “Customer Indemnitee”) from and against all judgments, damages, losses, and expenses (including reasonable associated attorneys’ fees incurred by Lowry in the course of defense) arising out of, or resulting from, any third-party claim, action, suit, or other proceeding to the extent alleging that:
- (i) Lowry’s gross negligence or willful misconduct injured a third party; or
 - (ii) The Work Product or the Services or the use thereof by Customer as contemplated by this Agreement infringes upon, violates, or misappropriates any United States patent, copyright, trade secret, or trademark, except that Lowry’s obligations will be limited to the extent:

- (A) The indemnitee or an affiliate of the indemnitee specified the form, content, or functionality of the Work Product or Services alleged to infringe upon, violate, or misappropriate the third-party right; or
- (B) The infringement, violation, or misappropriation arises out of, or in connection with, revisions to, or modifications of, the Work Product or the Services other than by Lowry; or
- (C) The indemnitee or any affiliate of the indemnitee owns or controls any of the rights asserted by any third party; or
- (D) The infringement, violation, or misappropriation arises out of, or in connection with, features, attributes, composition, or functionality of the Work Product or the Services that are continuations of, or substantially similar substitutions for, features, attributes, composition, or functionality of products, services, or processes that any Customer Indemnitee implemented or used prior to Lowry's creation, delivery, or provision of the Work Product or rendering of the Services, to the extent that the features, attributes, composition, or functionality of the products, services, or processes that the Customer Indemnitee implemented or used prior to Lowry's creation, delivery, or provision of the Work Product or rendering of the Services infringed upon, violated, or misappropriated the third-party right, or would infringe upon, violate, or misappropriate the third-party right if made, used, sold, offered for sale, imported, or used as of the time of Lowry's creation, delivery, or provision of the Work Product or rendering of the Services; or
- (E) The infringement, violation, or misappropriation arises out of, or in connection with, the combination, operation, or use, by Customer or a third party (other than at the express direction of Lowry), of the Work Product or the Services with programs, data, or specifications not provided by Lowry if a different combination would avoid the infringement, violation, or misappropriation.

Notwithstanding anything else in this Agreement or otherwise, this indemnification obligation is Lowry's sole obligation, and Customer's sole remedy, in connection with any allegation or claim by any third party of infringement upon, violation of, or misappropriation of, the rights of any third party.

(b) Customer Indemnification of Lowry. Customer will indemnify, defend and hold harmless Lowry and its equity holders, directors, officers, employees, and agents from all claims, damages, losses, and expenses (including attorneys' fees of Customer in defending any such claim) arising out of or resulting from any third-party claim, action, or other proceeding to the extent based upon or alleging:

- (i) Customer's or any of its affiliates' conduct of its business outside the scope of this Agreement, including claims of, and actions by, Customer's customers;
- (ii) Customer's gross negligence or willful misconduct; or
- (iii) The infringement, violation, or misappropriation of any patent, copyright, trade secret, trademark, contract, or other right or interest of any third party by the Customer Materials or Lowry's possession or use thereof as contemplated by this Agreement.

(c) Procedure.

- (i) Notification. If an indemnitee becomes aware of any third-party claim (or circumstances that might or do give rise to a third-party claim) that would give rise to an indemnification, defense, and/or hold harmless obligation under this Agreement (a "Claim") the indemnitee shall promptly notify the indemnitor of such Claim; provided, however, that no delay on the part of the indemnitee in notifying the indemnitor shall relieve the indemnitor from any obligation unless (and then solely to the extent that) the indemnitor or the defense of the Claim is prejudiced by such delay.

- (ii) Right to Assume Defense. The indemnitor will have the right to exclusively assume the defense and/or settlement of the Claim with counsel of its choice and at the indemnitor's expense at any time within a time after the indemnitee has given notice of the Claim that affords a reasonable opportunity by the indemnitor to investigate the Claim and determine whether the indemnitor is required to indemnify the indemnitee.
- (iii) Rights of Defending indemnitor. So long as the indemnitor has assumed, and is conducting, the defense of the Claim in accordance with this Agreement, no indemnitee may consent to the entry of any judgment or enter into any settlement with respect to the Claim or admit any liability with respect to a Claim, without the prior written consent of the indemnitor (which consent the indemnitor may not unreasonably withhold, delay, or condition). An indemnitor having assumed the defense of any Claim will have the exclusive right to defend or settle the Claim as it sees fit, provided only that the indemnitor may not consent to injunctive relief against the indemnitee that would materially and adversely affect the business of the indemnitee or consent on behalf of the indemnitee to any admission of fault. An indemnitee may participate in the defense of any Claim at the indemnitee's own cost and with counsel of the indemnitee's own choosing, but such right will not affect the exclusivity of the right of a defending indemnitee to control the defense or settlement of any Claim.

8. Confidentiality.

- (a) "Confidential Information" Defined. "Confidential Information" of a Party means any information belonging to, or held by, the Party, whether fixed in a tangible medium or otherwise, that is:
 - (i) Not readily ascertainable by proper means by the public; and
 - (ii) The subject of commercially reasonable efforts by the Party under the circumstances to maintain as confidential.
- (b) Confidentiality Generally. Each Party, as a receiving Party, will do the following things with regard to the Confidential Information of the other Party.
 - (i) Prevent the disclosure of the Confidential Information by the receiving Party and each of the receiving Party's employees, agents, and/or professionals to any third party other than as permitted under this Agreement.
 - (ii) Use, and permit the use of, the Confidential Information only for the purposes of providing, or enjoying the benefit of, the goods, services, and/or software provided for in this Agreement (the "Purpose").
 - (iii) Disclose the Confidential Information only to such of the receiving Party's employees, agents, and professionals as have a bona fide need to possess or know the Confidential Information in the course of accomplishing, or advising the disclosing Party with regard to, the Purpose.
 - (iv) Cause each employee, agent, or professional to whom the receiving Party discloses the Confidential Information to be bound by an obligation of confidentiality that is at least as rigorous as the obligations contained in this Agreement. Each professional, such as a lawyer or an accountant, actually retained by the receiving Party in a professional-client relationship will be deemed under an adequate obligation of confidentiality for the purposes of this Agreement so long as the law recognizes an obligation of confidence actionable by the receiving Party under law without a separate contractual obligation.
 - (v) Return or destroy all written or other tangible copies of Confidential Information in the receiving Party's possession or direct or indirect control, including all extracts and copies thereof, within a reasonable time after, and in accordance with, the disclosing Party's request.
- (c) Exceptions. Nothing in this Agreement will prevent the receiving Party from disclosing Confidential Information to the extent that:

- (i) It is or becomes readily ascertainable by proper means by the public without any breach of a confidentiality obligation of the receiving Party;
 - (ii) It is received from a third party that is not under an obligation of confidentiality of which the receiving Party knew or had reason to know;
 - (iii) It was independently developed by the receiving Party without use of the Confidential Information; or
 - (iv) It is required by law to be disclosed, provided that the receiving Party provides to the disclosing Party as much notice as is practicable under the circumstances of such requirement prior to disclosure and provides to the disclosing Party, at the disclosing Party's expense, such reasonable assistance as the disclosing Party requests in seeking confidential treatment, protective orders, nondisclosure, and/or similar measures.
- (d) Injunctive Relief. Because unauthorized use or disclosure of Confidential Information might result in immediate and irreparable injury to the disclosing Party for which monetary damages might not be adequate, in the event that the receiving Party or any officer, director, employee, agent, professional, or subcontractor of the receiving Party uses or discloses Confidential Information or, in the disclosing Party's reasonable opinion, any such person is likely to use or disclose Confidential Information in breach of the receiving Party's obligations under this Agreement, the disclosing Party will be entitled to seek equitable relief, including temporary and permanent injunctive relief and specific performance. The disclosing Party will also be entitled to recover any pecuniary gain that the receiving Party realizes from the unauthorized use or disclosure of the disclosing Party's Confidential Information. The rights in this Section 1 are in addition to any other rights of the disclosing Party under this Agreement, at law, or in equity.
- (e) Duration of Confidentiality Obligations. The confidentiality obligations under this Agreement will continue after disclosure of each item of Confidential Information for the longer of:
- (i) The time during which the Confidential Information remains a trade secret (as that term is defined in the Uniform Trade Secrets Act) of the disclosing Party; or
 - (ii) Five years after the termination of this Agreement.

9. **Limitation of Liability**.

- (a) Except in the case of a Party's gross negligence or willful misconduct, a Party's obligation under Section 7, a Party's breach of the provisions of Section 8, the liquidated damages provided for in Section 4(c), or a Party's misappropriation or violation of the other Party's intellectual property rights:
- (i) NEITHER PARTY SHALL HAVE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; and
 - (ii) THE LIABILITY OF ONE PARTY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF (i) 100% OF THE AMOUNT REQUIRED TO BE PAID TO LOWRY UNDER THE APPLICABLE SOW OR (ii) IN THE CASE OF GOODS, SERVICES, OR SOFTWARE THAT ARE PROVIDED OVER THE COURSE OF A PERIOD OF THREE MONTHS OR LONGER, THE AMOUNT REQUIRED TO BE PAID TO LOWRY UNDER THIS AGREEMENT FOR SUCH GOODS, SERVICES, OR SOFTWARE DURING THE THREE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CAUSE OF ACTION AROSE.
- (b) The limitations in this Section 9 will apply notwithstanding that a Party knew or should have known of the possibility of any particular damages and notwithstanding that the limitation causes any remedy to fail of its essential purpose.
- (c) The above limitations will not apply to Customer's obligation to pay any fees that are otherwise due and payable as of the time of determination.

10. **Term**. The term of this Agreement (the "Term") begins on the Effective Date and continues for so long as at least one SOW contains one or more obligations (including payment obligations but excluding obligations that expressly survive indefinitely) of at least one party that are still executory. If the

Parties execute a new SOW after a time when no SOW has been active under these Professional Services Agreement Terms and Conditions and do not in the process of creating the new SOW disclaim these Professional Services Agreement Terms and Conditions or create a new master agreement covering subject matter substantially similar to that of these Professional Services Agreement Terms and Conditions, a new Term shall begin upon the effective date of such SOW, that date will be the new Effective Date, and the new Term shall continue for so long as at least one SOW contains one or more obligations (including payment obligations but excluding obligations that expressly survive indefinitely) of at least one party that are still executory.

11. Termination.

- (a) Generally. Either Party may terminate this Agreement upon the default by the other Party and the expiration of any applicable Cure Period.
- (b) "Cure Period."
 - (i) No Cure Period applies in the case of default where:
 - (A) The default, by its nature, cannot be cured by the defaulting Party; or
 - (B) The default is of an obligation contained in Section 8.
 - (ii) In all cases other than those described in Section 11(b)(i), the Cure Period begins at beginning on the Business Day after receipt by the defaulting party of notice of the default and continues for:
 - (A) In the case of payment obligations, five Business Days; and
 - (B) In the case of all other defaults, the longer of:
 - (I) 20 Business Days, or
 - (II) The actual time required to remedy the default, provided that the defaulting party commences cure within five Business Days after receiving notice of default, notifies the aggrieved Party of the defaulting Party's intention to cure, and diligently and continuously pursues cure to completion.
 - (iii) This right of termination for cause is in addition to all other rights of the non-defaulting Party, whether at law or equity.
 - (iv) Upon any termination of this Agreement in connection with a default by Customer, the license with regard to the Lowry Software will terminate.

12. Compliance with Law. Each Party will comply with all applicable laws, ordinances, rules, regulations, and directions of governmental bodies, including those that relate to export control.

13. Miscellaneous.

- (a) Designated Contact. Each party shall designate one person who will act as the primary liaison for all communications regarding Services (the "Designated Contact"). Each Designated Contact is hereby authorized to amend this Agreement or any SOW, to accept and give notices, and to otherwise act on behalf of the Party the Designated Contact represents. Each party may upon notice to the other Party, change its Designated Contact as it deems necessary.
- (b) Amendments. No amendment, change, waiver, or discharge of this Agreement shall be valid unless in a record signed by the party against whom enforcement is sought.
- (c) Customer Identification. Lowry may use the name of, and identify, Customer as a Lowry client in advertising, publicity, or similar materials distributed or displayed to prospective clients. Customer may also develop and distribute a case study based on the Services and the Work Product.
- (d) Trademarks. Lowry may display the logo or other identifier of Customer in Lowry's marketing materials, but any such display will only be for the purpose of identifying Customer as a Customer of Lowry and will contain notice of ownership of such logo or other identifier.
- (e) Force Majeure. If the performance of any part of this Agreement (other than payment of amounts due from Customer) by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, unusually severe weather, riot, fire, judicial or governmental action, labor dispute, act of God, act of terrorism, or any other cause beyond the control of either

Party, that Party shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

(f) Choice of Law; Jurisdiction; Venue.

(i) This Agreement shall be governed in all respects by the laws of the State of Michigan without regard for its conflict of laws provisions. Any claim, suit, or cause of action arising out of, or relating to, this Agreement must be brought solely in the Michigan state courts sitting in Livingston County, Michigan or the United States District Court for the Eastern District of Michigan and each Party consents to the personal jurisdiction of, and exclusive venue in, such courts.

(ii) Notwithstanding anything in Section 13(f)(i) to the contrary, at Lowry's option and upon notice given by Lowry, the Parties will resolve any claim, suit, or cause of action, or portion thereof, by arbitration under the rules of the International Chamber of Commerce. In such a case:

(A) The language of the arbitration will be English;

(B) The place of the arbitration will be London, England;

(C) The Parties will cause the arbitrator(s) to, to the maximum extent permitted by the applicable rules, permit participation in the arbitration by remote means, including, but not limited to, videoconference and teleconference, and will structure such remote participation in a manner reasonably calculated to give the Parties the opportunity to be on equal footing for interactions during the arbitration (such as, but not limited to, requiring that both parties present by teleconference regardless of whether a Party is presenting from a remote location);

(D) The judgment and award of the arbitrator(s) may be entered in, and enforced by, any court of competent jurisdiction; and

(E) Nothing in this Section 13(f)(ii) will prevent either Party from seeking in any court any relief not reasonably available from an arbitrator.

(g) Assignment. Neither Party may assign, without the prior written consent of the other Party, any of its rights, duties, or obligations under this Agreement to any person whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, except that Lowry may assign all, but not less than all, of its rights and obligations under this Agreement in connection with the sale or other transfer of its business.

(h) Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery, (b) if given by nationally-recognized courier or mail service (in either case that has realtime or near-realtime tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service, or (c) if given by fax, at the beginning of the next business day at the receiver's location, provided that the sender's fax device generates a confirmation that the fax arrived at the receiver's device and that there is no indication in the course of the transmission that the notice did not arrive at the receiver's fax device. The address for Lowry is in the preamble to these Professional Services Agreement Terms and Conditions. The address for Customer will be such address as appears in the SOW or such other address as Lowry has on file for Customer. Either Party may change its address for notice by notice to the other Party.

(i) Waiver. The waiver of, or failure of either party to exercise, any right in any respect provided for herein shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion.

(j) Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

- (k) Counterparts. This Agreement, any SOW, or any other document that forms a part of this Agreement, may be executed in one or more counterparts.
- (l) Drafting Party. No rule of law that requires that any part of the Agreement be construed against the party drafting the language will be used in interpreting this Agreement.
- (m) Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably withheld, delayed, or conditioned.
- (n) Survival.
 - (i) The obligations contained in Sections 4(c) and 8 will survive according to their terms any termination of this Agreement.
 - (ii) The provisions of Sections 1, 2, 3, 4(d), 5, 6(c), 7, 9, 10, and 11, and 13 will survive indefinitely the termination of this Agreement.
- (o) Cross-Default. Any breach of default by Customer under any other agreement with Lowry will be a breach by Customer of this Agreement.
- (p) Entire Agreement. This Agreement constitutes the entire agreement between Customer and Lowry with respect to the subject matter hereof and there are no representations, understandings or agreements about the subject matter hereof that are not fully expressed in this Agreement.