



Master Services Agreement

This Master Services Agreement (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between Liveline Technologies Inc., a Delaware corporation (“**Liveline**”), and [CUSTOMER NAME], a [STATE/COUNTRY OF ORGANIZATION] [corporation/LLC/[OTHER ENTITY]], (“**Customer**” and together with Liveline, the “**Parties**,” and each a “**Party**”).

WHEREAS, Customer desires to retain Liveline to provide certain services, and Liveline is willing to perform such services, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Liveline and Customer agree as follows.

1. Definitions. Terms used with initial capital letters shall have the respective meanings set forth in **Exhibit A**.
2. Services. Liveline shall provide to Customer the services described in a statement of work (such services, the “**Services**” and include Liveline Software Services and any Customized Development Work, if so specified in the applicable Statement of Work, and Deliverables, each statement of work, a “**Statement of Work**” or “**SOW**”).
3. Statements of Work. Each Statement of Work shall include: a project summary and the scope of the Services; the Deliverables to be provided under such Statement of Work; the period of performance for the Services under such Statement of Work; the Charges for the Services under such Statement of Work; and any other information or agreements deemed relevant by the Parties. Each Statement of Work is incorporated by reference into, and shall be deemed a part of, this Agreement and subject to all the terms and conditions of this Agreement. The initial accepted Statement of Work is attached hereto as **Exhibit B**. Additional Statements of Work shall be numbered sequentially and be deemed issued and accepted only if signed by both Liveline and Customer. An Affiliate of Customer may execute a Statement of Work with Liveline and each such Statement of Work shall be incorporated by reference into, and shall be deemed a part of, this Agreement and subject to all the terms and conditions of this Agreement with references in this Agreement to Customer being read as references to the relevant Affiliate of Customer where appropriate with each such Affiliate being liable and responsible for the performance of its obligations under such Statement of Work and Customer, as a Party to this Agreement, also remaining responsible for all payments to Liveline for Charges for Services provided to such Affiliate.
4. Deliverables. Customer shall own each Deliverable related to Customized Development Work.

5. Customer Obligations. Customer shall cooperate with Liveline in its performance of the Services, including by providing access to Customer Systems as Liveline may reasonably request to enable Liveline to provide the Services and exercise its rights and perform its obligations in connection with this Agreement.

6. Effect of Customer Failure or Delay. Liveline is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's or its Affiliates' delay in performing, or failure to perform, any of Customer's obligations under this Agreement.

7. Charges.

7.1 Charges. In consideration of the provision of the Services by Liveline and the rights granted to Customer and its Affiliates under this Agreement, Customer shall pay the Charges. Except as otherwise set forth in the Statement of Work, Liveline shall invoice Customer for Charges related to Software Services on a monthly basis. Liveline shall invoice Customer for Charges related to Customized Development Work at the beginning of the period in which the applicable work will be performed or such Charges will be incurred. All Charges shall be payable to Liveline within thirty (30) days after the date of the applicable invoice. All amounts payable to Liveline under this Agreement shall be paid by Customer to Liveline in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason.

7.2 Taxes. Customer shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder; provided that, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Liveline's income, revenues, gross receipts, personnel, or real or personal property, or other assets.

7.3 Late Payment. All late payments shall bear interest at the lesser of the rate of one- and one-half percent (1.5%) per month and the highest rate permissible under applicable Law, calculated daily and compounded monthly. In addition to all other remedies available under this Agreement or Law (which Liveline does not waive by the exercise of any rights hereunder), Liveline shall be entitled to suspend the provision of any Services if Customer fails to pay any undisputed amounts when due hereunder and such failure continues for thirty (30) days following notice thereof.

8. Limited Warranty.

8.1 Warranty. Liveline warrants that it shall perform the Services in a good and workmanlike manner in accordance with generally recognized industry standards for similar services. Customer's sole and exclusive remedy, and Liveline's sole and exclusive liability, for a breach of the warranty set forth in this **Section 8.1** shall be for Liveline to use commercially reasonable efforts to promptly cure such breach.

8.2 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 8.1**, THE SERVICES AND LIVELINE MATERIALS ARE PROVIDED "AS IS" AND LIVELINE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND LIVELINE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, LIVELINE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR LIVELINE MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, INCLUDING DELIVERABLES, WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEM OR OTHER

SERVICES, OR BE SECURE, COMPLETE, AVAILABLE, FREE OF MALWARE OR OTHERWISE HARMFUL CODE, OR ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY WARRANTY IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR ITS DISTRIBUTOR.

9. Customer Representation and Warranty. Customer represents and warrants to Liveline that Customer has and will have the necessary rights in and relating to the Customer Data so that Liveline’s use thereof will not infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party or violate any applicable Law.

10. Intellectual Property.

10.1 Deliverables. Intellectual Property Rights in and to (i) Confidential Information of Customer and its Affiliates, (ii) Customer Data, (iii) data and results (including Customer Data and Confidential Information of Customer and its Affiliates but excluding Third Party Materials provided by Liveline) included in a Deliverable (but for the avoidance of doubt excluding the format or look or feel of a Deliverable) and (iv) data made available to Customer by the Liveline Software Services that was derived from Customer Data (collectively, “**Customer Intellectual Property Rights**”) shall be owned by Customer; all other Intellectual Property Rights in and to Deliverables (including Intellectual Property Rights Liveline uses in creation of Deliverables) shall be owned by Liveline . Upon full payment of the applicable invoice under which a Deliverable is provided, Liveline grants Customer a license to use Liveline’s Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicenseable (except to Affiliates), royalty-free, irrevocable (except to the extent of a breach of this Agreement) and perpetual basis to the extent necessary to enable Customer and its Affiliates to use the Deliverables solely for Customer’s and its Affiliates’ business operations. Liveline’s Intellectual Property Rights in the Deliverables exclude all Third-Party Materials whether or not included or embedded in the Deliverables.

10.2 Liveline Materials. All right, title and interest in and to Liveline Materials, including all Intellectual Property Rights therein, are and will remain with Liveline and the respective rights holders in the Third-Party Materials. Neither Customer nor any of its Affiliates has any right, license or authorization with respect to Liveline Materials (including Third-Party Materials) or Deliverables except as expressly set forth in **Section 4**, **Section 10.1** and **Section 12.3**, or the applicable third-party license, in each case subject to **Section 13.8**. All other rights in and to Liveline Materials (including Third-Party Materials) and Deliverables are expressly reserved by Liveline and the respective third-party licensors and no right or license is granted therein by Liveline under this Agreement, whether by implication, estoppel or otherwise. Nothing in this Agreement obligates Liveline to deliver or make available to Customer any copies of software (e.g., computer programs or code) or algorithms.

10.3 Customer Data. Customer shall provide Liveline the Customer Data in the manner described in the applicable Statement of Work. As between Customer and Liveline , Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto and all responsibility relating therefor, subject to the rights and permissions granted in **Section 10.4**.

10.4 Consent and License to Use Customer Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data to Liveline , its subcontractors and Liveline Personnel as are necessary or useful to (i) enforce this Agreement, (ii) exercise its and their rights and perform its and their obligations hereunder or (iii) improve the Liveline Materials, including, in each case, to analyze the Customer Data and use the Customer Data in Training Datasets for one or more predictive

models; provided, however, in making predictions or recommendations for other customers or a third-party, Liveline shall not use predictive models for which Customer Data was used as part of the Training Dataset.

10.5 Feedback. From time to time Customer or its Affiliates may provide Feedback about the Services. In consideration of the access to or use of the Liveline Materials or Deliverables, Customer agrees that Liveline shall own all Feedback, and all Intellectual Property Rights therein.

10.6 Changes. Liveline reserves the right to make any changes to the Liveline Materials that it deems necessary or useful: (a) to maintain or enhance (i) the quality or delivery of Liveline 's services to its customers, (ii) the competitive strength of or market for Liveline 's services, or (iii) the cost efficiency or performance of the Liveline Software Services; or (b) to comply with applicable Law.

11. Confidentiality.

11.1 Confidential Information. In connection with this Agreement, each Party (as the “**Disclosing Party**”) may disclose or make available its Confidential Information to the other Party (as the “**Receiving Party**”). Subject to **Section 11.2**, “**Confidential Information**” shall mean information in any form or medium (whether oral, written, electronic or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has other confidentiality obligations, in each case whether or not marked or otherwise identified as “confidential.” Without limiting the foregoing, all Liveline Materials are the Confidential Information of Liveline, and the financial terms and existence of this Agreement are the Confidential Information of Liveline and Customer, and all Customer Data and data included in a Deliverable (other than Third Party Materials) are the Confidential Information of Customer.

11.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or its Representatives' noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under obligation to maintain its confidentiality; or (iv) was or is independently developed by the Receiving Party without reference to any Confidential Information.

11.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with **Section 11.4**, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 11.3**; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the conditions set forth in this **Section 11.3**; (c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and no less than a reasonable degree of care; and (d) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms and conditions of this **Section 11.3**.

11.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (i) promptly, and, if possible, prior to such disclosure, provide to the Disclosing Party notice of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under **Section 11.3**; and (ii) provide assistance to the Disclosing Party, at the Disclosing Party's sole expense, in opposing such disclosure or seeking other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this **Section 11.4**, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

11.5 No Personal Data. It is not necessary for Liveline to receive any Personal Data from Customer, its Affiliates or any Authorized User in order to perform the Services and therefore none of Customer, its Affiliates or Authorized Users shall provide Liveline with any Personal Data unless otherwise agreed in writing by Liveline.

12. Liveline Software Services. If the Services include access to the Liveline Software Services, the terms and conditions of this **Section 12** shall also apply.

12.1 Right to Access. Liveline may grant to Customer, its Affiliates, and Authorized Users the right during the term of the applicable Statement of Work to access and use the Liveline Software Services. Liveline shall use commercially reasonable efforts to make the Liveline Software Services available to Customer, its Affiliates and Authorized Users in accordance with the terms and conditions hereof, except for:

(a) circumstances beyond Liveline's reasonable control, including Customer's, its Affiliates' or any Authorized User's use of Third-Party Materials, misuse of the Liveline Software Services, or use of the Liveline Software Services other than in compliance with the express terms and conditions of this Agreement; and

(b) any suspension or termination of Customer's, its Affiliates' or any Authorized User's access to or use of the Liveline Software Services as permitted by this Agreement.

12.2 Suspension or Termination of the Liveline Software Services. Liveline may, directly or indirectly, suspend, terminate or otherwise deny Customer's, its Affiliates', any Authorized User's or any other Person's access to or use of all or any part of the Liveline Software Services, without incurring any resulting obligation or liability, if: (a) Liveline receives a judicial or other governmental demand or order, subpoena or Law enforcement request that, in Liveline's opinion, requires Liveline to do so; or (b) Liveline believes, in its good faith and reasonable discretion, that: (i) Customer, its Affiliate or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Liveline Software Services in any manner that does not comply with an instruction or requirement of Liveline; (ii) Customer, its Affiliate or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities; (iii) Customer's, its Affiliates' or any Authorized User's use of the Liveline Software Services poses a security risk to the Liveline Software Services; or (iv) this Agreement or the applicable Statement of Work expires or is terminated. This **Section 12.2** does not limit any of Liveline's other rights or remedies, whether at Law, in equity or under this Agreement.

12.3 Authorization. Subject to and conditioned on Customer's payment of the Charges and compliance and performance in accordance with all other terms and conditions of this Agreement, Liveline

authorizes Customer and its Affiliates, solely during the term of the applicable Statement of Work under which Liveline has granted such rights, to access and use, through an Authorized User for the benefit of Customer and its Affiliates solely in or for Customer's and its Affiliates' internal business operations and in accordance with the conditions and limitations set forth in this Agreement and applicable Law, the Liveline Software Services and such Liveline Materials as Liveline may supply or make available to Customer or its Affiliates through the Liveline Software Services. Other than as may be expressly set forth in **Section 26**, this authorization is non-transferable.

12.4 Statistical Information. Liveline may monitor Customer's, its Affiliates' and Authorized Users' use of the Liveline Software Services and use data and information related to such use in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Liveline Software Services.

13. Security.

13.1 Security Program. Liveline shall maintain a formal comprehensive security program containing controls that are appropriate with respect to the size and scope of Liveline's organization, which include administrative, technical, and physical safeguards designed to (i) maintain confidentiality of Customer Data; (ii) protect against threats or hazards to the security of Customer Data; and (iii) prevent unauthorized or unlawful access, use, or disclosure of Customer Data.

13.2 Encryption. Liveline shall encrypt (i) the full disks of all endpoints with Customer Data, (ii) data in transit using TLS data encryption with a minimum key size of 2048 and that employs a SHA2 hash algorithm, and (iii) data at rest on cloud provider servers with a cipher at least as secure as AES-256.

13.3 Security Personnel. Liveline shall have a security officer responsible for oversight of data security. Liveline shall provide security training sessions to all Liveline Personnel and ensure that they are acquainted with Liveline's security policies. Liveline shall maintain access control policies and procedures defining governance for systems access, access reviews and privileged management limiting standing privilege access to the minimal level to maintain operations and specifying that Liveline Personnel shall have only as much access as is required for an individual's job function.

13.4 Vulnerability Management. Liveline shall, at least quarterly, run network vulnerability scans on Liveline servers that contain Customer Data. Liveline shall remediate within sixty (60) days of discovery any vulnerabilities identified by such scans and rated as high risk by Liveline.

13.5 Disaster Recovery. Liveline shall implement policies and procedures required to respond to an emergency or other occurrence that could damage any Liveline server that contains Customer Data. With respect to the Services, Liveline shall provide for data backups and a formal disaster recovery plan in such policies and procedures.

13.6 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all information, instructions and materials, including Customer Data, provided by or on behalf of Customer, its Affiliates or any Authorized User in connection with the Liveline Software Services; (ii) Customer Systems; (iii) the security and use of Customer's, its Affiliates' and Authorized Users' Access Credentials; and (iv) all access to or use of the Liveline Materials or Deliverables directly or indirectly by or through the Customer Systems or its or the Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer is responsible for all acts and omissions of an Authorized User. Liveline will assign one or more user IDs and passwords that will enable Authorized Users to access

the Liveline Software Services. Each user ID is unique to the assigned individual and Customer and its Authorized Users shall not share it with other individuals.

13.7 Customer Security. Customer and its Affiliates shall employ all physical, administrative, and technical controls, screening and security procedures and other safeguards necessary: (i) to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Liveline Software Services; and (ii) to control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing by the Liveline Software Services.

13.8 Authorization Limits and Restrictions. Customer shall not, and shall not permit any other Person to, access or use the Liveline Materials or Deliverables except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. Customer and its Affiliates shall not, except as this Agreement, or a Statement of Work, expressly permits:

- (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Liveline Materials or Deliverables to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (b) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, or the underlying ideas or algorithms, of the Liveline Materials, in whole or in part, except to the extent Customer is authorized to do so under applicable Law;
- (c) bypass or breach any security device or protection used by the Liveline Software Services or access or use the Liveline Software Services other than by an Authorized User through the use of his or her own then-valid Access Credentials;
- (d) directly or indirectly input, upload, transmit or otherwise provide to or through the Liveline Software Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to (i) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system or network or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data processed thereby, or (ii) prevent any Person from accessing or using the Liveline Software Services;
- (e) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Liveline Software Services or Liveline 's provision of services to any third party, in whole or in part;
- (f) use the Liveline Materials or Deliverables as the basis for developing a solution competitive to Liveline 's (or contract with a third party to do so); or
- (g) otherwise access or use the Liveline Materials or Deliverables beyond the scope of the authorization granted by Liveline.

14. Term, Termination, and Survival.

14.1 Term. This Agreement shall become effective upon the Effective Date and shall expire on the date that is the later of one (1) year from the Effective Date and six (6) months after the expiration or termination of the last to expire or be terminated Statement of Work (the “**Term**”). Each Statement of Work shall set forth its effective date and its term, as well as any renewal term(s), as applicable. Unless otherwise provided in the body of this Agreement or the applicable Statement of Work, expiration or termination of such Statement of Work shall not terminate any other Statement of Work or this Agreement. Any use of the Liveline Software Services after expiration or termination of the applicable Statement of Work shall be governed by the same terms and conditions that existed at the time of such expiration or termination.

14.2 Termination for Breach. Either Party may terminate this Agreement or a Statement of Work, effective upon notice to the other Party (the “**Defaulting Party**”), if the Defaulting Party materially breaches this Agreement or such Statement of Work, and such material breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of notice of such breach.

14.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as otherwise provided expressly in this Agreement, all rights, licenses, and authorizations granted by either Party to the other hereunder will immediately terminate, provided that Liveline may retain Customer Data in its backups and archives until such Customer Data is deleted in the ordinary course, subject to all confidentiality and security requirements of this Agreement.

14.4 Survival. The rights and obligations of the Parties set forth in this **Section 14.4** and in **Sections 8, 10, 11, 12.4, 15, 16, 21-30, 33, and 34** and **Exhibit A**, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement, and with respect to Confidential Information that constitutes a trade secret under applicable Law, the rights and obligations set forth in **Section 11** will survive such termination or expiration of this Agreement until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of the Receiving Party.

15. Indemnification.

15.1 By Liveline. Liveline shall indemnify, defend and hold harmless Customer from and against any and all amounts payable under any judgment, verdict, court order or settlement incurred by or asserted against Customer to the extent such amounts result from a third party claim that the Services or Liveline Materials infringe upon or misappropriate that third party’s U.S. patent in force as of the Effective Date and about which Liveline had knowledge as of the Effective Date, or copyright, trademark, or trade secret; provided that (i) Customer promptly notifies Liveline in writing of any such claim, (ii) Liveline is permitted to control fully the defense and settlement of such claim as long as such settlement does not include an obligation on Customer to make any payments and (iii) Customer cooperates fully (at Liveline’s expense) with Liveline in the defense of such claim. Liveline may, at its sole option: (i) procure for Customer the right to continue using the foregoing, (ii) replace or modify the foregoing to make their use non-infringing while yielding substantially equivalent results or (iii) terminate this Agreement and Customer shall cease using such Services and return to Liveline such Liveline Materials, and Liveline will refund to Customer the fees paid for such Services or Liveline Materials, less a reasonable allowance for use. The indemnity under this **Section 15.1** does not cover claims arising from: (1) the combination of the foregoing with products or services not provided by Liveline ; (2) third party components of Services or Liveline Materials, (3) the modification of Services or Liveline Materials by any Person other than Liveline ; (4) Services or Liveline Materials complying with or based upon information, data, specifications, or

designs provided by or at Customer's direction; (5) use of Services or Liveline Materials other than as contemplated by this Agreement, or (6) failure to use or implement corrections or enhancements to Services or Liveline Materials made known or available to Customer by Liveline. This **Section 15.1** constitutes the sole, exclusive and entire liability of Liveline to Customer, and Customer's sole remedy, with respect to infringement or misappropriation of Intellectual Property Rights.

15.2 By Customer. Customer shall indemnify and hold harmless each Liveline Entity and its directors, officers and employees from and against any and all Losses incurred by or asserted against any of the foregoing in connection with any third party claim arising from or related to Services or Liveline Materials (except, in each case, as provided in **Section 15.1**) or Customer Data or other materials provided by or on behalf of Customer, except to the extent finally determined to have resulted from Liveline's gross negligence or intentional misconduct; provided that (i) the indemnified party promptly notifies Customer in writing of any such claim, (ii) Customer is permitted to control fully the defense and settlement of such claim as long as such settlement does not include an obligation on the indemnified party to make any payments and (iii) the indemnified party cooperates fully (at Customer's expense) with Customer in the defense of such claim.

16. Limitation of Liability.

16.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL ANY LIVELINE ENTITY OR ANY OF ITS LICENSORS OR THIRD PARTY SERVICE PROVIDERS BE LIABLE IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY: (I) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (II) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, (III) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, (IV) ANY CLAIM FOR INFRINGEMENT TO THE EXTENT BASED ON ANY RECOMMENDATION MADE BY LIVELINE TO CUSTOMER, INCLUDING RECOMMENDATIONS FROM ANY LIVELINE MODELS, OR (V) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER AN LIVELINE ENTITY, OR SUCH LICENSORS OR THIRD PARTY SERVICE PROVIDERS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16.2 CAP ON MONETARY LIABILITY. A PARTY'S AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, LIABILITY, DAMAGES AND AMOUNTS IN CONNECTION WITH THIS AGREEMENT OR ANY STATEMENT OF WORK, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNIFICATION UNDER **SECTION 15.1** OR OTHERWISE, IS LIMITED TO THE GREATER OF ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) AND THE AMOUNT OF CHARGES RECEIVED BY LIVELINE FROM CUSTOMER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST ACT GIVING RISE TO SUCH LIABILITY UNDER SUCH STATEMENT OF WORK PURSUANT TO WHICH SUCH CLAIM AROSE. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

16.3 Exceptions. Neither the exclusion of damages in **Section 16.1** nor the cap on monetary liability in **Section 16.2** will apply to (i) either Party's gross negligence, willful misconduct or fraud, (ii) Customer's obligation to pay Charges, (iii) Customer's indemnification obligations under **Section 15.2**, (iv)

Customer's unauthorized use of Liveline Intellectual Property Rights or (v) either Party's unauthorized disclosure of the other Party's Confidential Information.

16.4 Acknowledgement. Customer acknowledges that the disclaimer of warranties, exclusion of damages and cap on monetary liability contained in this Agreement form an essential basis of the agreement between the Parties and that Liveline would not have entered into this Agreement without such provisions.

17. Subcontractors. Liveline may perform the Services with personnel of Liveline or any of its Affiliates (each, an "**Liveline Entity**" and, collectively, "**Liveline Entities**") or, with the prior written consent of Customer, with subcontractors of Liveline Entities. Liveline shall be solely responsible for the performance of the Services, even if performed by another Liveline Entity or a subcontractor.

18. Entire Agreement. This Agreement, including and together with any related Statements of Work and Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter [including [insert prior signed agreements like confidentiality or non-disclosure agreements]]. The Parties intend that this Agreement govern the overall relationship of the Parties to the extent practicable, with Statements of Work intended to specify the particular Services to be provided. Unless expressly permitted in the body of this Agreement or an Exhibit, to the extent the Parties wish to supersede a term or condition of the body of this Agreement or an Exhibit in connection with the provision of a particular Service, the applicable Statement of Work must expressly reference such term or condition and expressly state the intent of the Parties to override such term or condition. In case of ambiguity or conflict between the terms and conditions of the body of this Agreement or an Exhibit, on the one hand, and a Statement of Work, on the other hand, the terms and conditions of the body of this Agreement or the applicable Exhibit shall control.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. Public Announcements. Neither Party shall issue or release any announcement or publicity relating to this Agreement or otherwise use the other Party's trademarks or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other Party; provided that Liveline may, without Customer's consent, include Customer's name and logo in its lists of current or former customers of Liveline, including on Liveline's website and in promotional and marketing materials.

21. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The Exhibits and Statements of Work referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings are for reference only and do not affect the interpretation of this Agreement.

22. Notices. All notices, requests, waivers, and other communications under this Agreement (i) must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this **Section 22**), (ii) except for notices regarding operational issues, which the Parties agree may be provided by email, must be delivered by personal delivery,

nationally recognized courier, or certified mail (in each case, postage prepaid), and (iii) except as otherwise provided in this Agreement, are effective only (a) on receipt by the receiving Party; and (b) if the Party providing it has complied with the requirements of this **Section 22**.

Notice to Customer:

[CUSTOMER ADDRESS]

Attention: [TITLE OF OFFICER TO RECEIVE NOTICES]

For email notice: [INSERT EMAIL ADDRESS]

Notice to Liveline:

Liveline Technologies Inc.
40300 Traditions Drive
Northville, Michigan 48168
Attention: Christopher Couch

For email notice: chris@liveline.tech

23. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated.

24. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each Party.

25. Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. Assignment. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of Law or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed; provided, however, Liveline may use subcontractors (with the prior written consent of Customer) and either Party may assign this Agreement, and all of its rights and obligations hereunder, without the consent of the other Party, to an Affiliate or in connection with a merger, sale of equity or sale of all or substantially all of such Party's assets to which this Agreement relates. Any purported assignment, delegation or transfer in violation of this **Section 26** is null and void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

27. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and to the Persons identified in **Section 15.2** or **Section 16.1** and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

28. Section 365(n). Customer acknowledges and agrees that the licenses granted to Liveline herein are and shall otherwise be deemed to be, for the purposes of Section 365(n) of the United States Bankruptcy Code, licenses or rights to "intellectual property" as defined under Section 101(35A) of the United States Bankruptcy Code.

29. Governing Law; Submission to Jurisdiction. This Agreement shall be interpreted and construed in accordance with the Laws of the State of California. Any and all claims, controversies and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by the internal laws of the State of California, including its statutes of limitations, without giving effect to any Laws or other rules that would result in the application of the statutes of limitations or other Laws of a different jurisdiction. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in the city of San Francisco and County of San Francisco, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties expressly disclaim the applicability of, and waive any rights based on, the Uniform Computer Information Transactions Act, the Uniform Commercial Code, or the United Nations Convention on Contracts for the International Sale of Goods, however each may be codified or amended.

30. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

31. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach of any of its obligations under **Section 11** or, in the case of Customer, **Section 13.8**, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity or otherwise.

32. Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any obligation of this Agreement, when and to the extent such failure or delay is caused by a Force Majeure Event. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of sixty (60) days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to minimize the effects of such Force Majeure Event.

33. Further Assurances. Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents, and take all such further actions, necessary to give full effect to this Agreement.

34. Residuals. Nothing in this Agreement is intended to preclude Liveline from acquiring, marketing, developing, distributing, licensing, or using for itself or others, services, products or technology that are the same as or similar to those provided pursuant to this Agreement. Furthermore, subject to the rights that Customer may have with respect to Intellectual Property Rights, Liveline will continue to be free to use its general knowledge, skills and experience and any ideas, concepts, know-how and techniques that are acquired or used in the course of providing the Services.

35. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

[CUSTOMER NAME]

LIVELINE TECHNOLOGIES INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A -- Definitions

All references to sections in this **Exhibit A** are to sections of the body of the Agreement, unless otherwise noted.

“Access Credentials” shall mean the user identifications and passwords for the Liveline Software Services.

“Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, shall mean direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity.

“Agreement” has the meaning set forth in the preamble.

“Authorized User” shall mean an employee or contractor of Customer or its Affiliates authorized to use the Liveline Software Services pursuant to the other terms and conditions of this Agreement.

“Charges” shall mean the fees and expenses set forth in the applicable Statement of Work.

“Confidential Information” has the meaning set forth in **Section 11.1**.

“Customer” has the meaning set forth in the preamble.

“Customer Data” shall mean the information, data and other content, in any form or medium, collected, downloaded or otherwise received, directly or indirectly, from Customer or its Affiliates.

“Customer Intellectual Property Rights” has the meaning set forth in **Section 10.1**.

“Customer Systems” shall mean Customer’s and its Affiliates’ information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or its Affiliates or through the use of third-party services.

“Defaulting Party” has the meaning set forth in **Section 14.2**.

“Deliverables” shall mean all documents, work product, reports, and other materials that are (i) expressly described in the applicable Statement of Work as a deliverable and delivered to Customer or its Affiliates under this Agreement or (ii) generated by Customer or its Affiliates from use of the Liveline Software Services.

“Disclosing Party” has the meaning set forth in **Section 11.1**.

“Documentation” shall mean any instructions or other documents or materials that Liveline provides or makes available to Customer or its Affiliates in any medium and that describe the functionality, features, configuration, operation, use, maintenance, or requirements of the Liveline Materials.

“Effective Date” has the meaning set forth in the preamble.

“Feedback” shall mean feedback, suggestions, or other ideas including those provided in oral or written form about the Liveline Materials or Deliverables that are provided to Liveline by or on behalf of Customer or its Affiliates.

“Force Majeure Event” shall mean any circumstances beyond such Party’s reasonable control, including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, telecommunications, internet service provider or hosting facility failure or delays, passage of Law or any action taken by a governmental or public authority.

“Intellectual Property Rights” shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights Laws, and all similar or rights or forms of protection, in any part of the world.

“Law” shall mean all governmental, judicial, and regulatory laws, statutes, rules, regulations, decisions, orders, and ordinances of any jurisdiction, in each case as in effect from time to time.

“Losses” shall mean any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any rights hereunder.

“Party” has the meaning set forth in the preamble.

“Person” shall mean an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association or other entity.

“Personal Data” shall mean any information or data from which an individual or individual’s identity can be ascertained (either from the information or data itself or by the combination of the information or data with information or data from other sources), including names, phone numbers, addresses, social security numbers, driver’s license numbers, government-issued identification numbers, payment card or other financial account numbers, and any other form of information or data that applicable Laws classify as personal data or personally identifiable information.

“Receiving Party” has the meaning set forth in **Section 11.1**.

“Representatives” shall mean, with respect to a Party, that Party’s and its Affiliates’ employees, officers, directors, consultants, agents, contractors, service providers, sublicensees, subcontractors and legal advisors.

“Services” has the meaning set forth in **Section 2**.

“Statement of Work” or **“SOW”** has the meaning set forth in **Section 2**.

“Term” has the meaning set forth in **Section 14.1**.

“Third-Party Materials” shall mean materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components that are not proprietary to Liveline.

“Training Dataset” shall mean the set of historical data samples used during the computer-automated tuning of a statistical model’s parameters to improve the model’s predictive accuracy and any historical data samples processed when using the model for statistical inference or to make a prediction.

“Liveline” has the meaning set forth in the preamble.

“Liveline Entity” has the meaning set forth in **Section 17**.

“Liveline Materials” shall mean the Documentation, the Liveline Software Services and any and all other information, data, documents, materials, works and other content, devices, algorithms, methods, analytics, models, processes, hardware, software and other technologies and inventions, technical or functional descriptions, requirements, or plans, that (i) are developed by or on behalf of Liveline in the course of performing the Services, (ii) are provided or used by Liveline or any subcontractor in connection with the Services or (iii) otherwise comprise or relate to the Services, in each case other than the Customer Intellectual Property Rights and Deliverables. For the avoidance of doubt, Liveline Materials include any information, data or other content derived from Liveline ’s monitoring of Customer’s or its Affiliates’ access to or use of the Liveline Software Services.

“Liveline Personnel” shall mean all employees, agents or independent contractors of Liveline or any subcontractor.

“Liveline Software Services” shall mean each of the following that Liveline provides remote access to as part of the Services: (i) the information technology infrastructure used by or on behalf of Liveline , including all computers, software, hardware, electronic systems, and networks whether operated directly by Liveline or through the use of third-

party services (e.g., cloud service provider); and (ii) Liveline applications and any third-party or other software, in each case including updated versions of the foregoing created or implemented by Liveline or a third party from time to time.

Exhibit B

STATEMENT OF WORK NUMBER #1 TO MASTER SERVICES AGREEMENT

This document and its attachments comprise Statement of Work #1 (this “Statement of Work”) under the Master Services Agreement (the “Master Services Agreement”). This Statement of Work is made, as of [REDACTED] (the “SOW Effective Date”), by and between Liveline Inc. (“Liveline”) and [REDACTED] (“Customer”). Capitalized terms used but not defined in this Statement of Work shall have the respective meanings given to them in the Master Services Agreement. [IF AFFILIATE IS SIGNING THIS SOW, INSERT: “By signing this Statement of Work [insert entity name] agrees to be bound by all of the terms and conditions of the Master Services Agreement.”]

1. Introduction

Customer is seeking help with factory process automation. The Services are designed to help Customer implement real-time process controls and improve factory outcomes.

2. Scope of Services

Liveline will provide the following services to Customer (circle Yes / No). Details are provided in the applicable exhibits.

Pilot Project	Yes / No	Exhibit C
Software Setup & Services	Yes / No	Exhibit D
Software Customization	Yes / No	Exhibit E

3. Customer Commitments

Customer shall fulfill implementation requirements as summarized in the Liveline Program Management system, which is attached to this agreement as **Exhibit F**. This includes making available the relevant staff in a timely manner.

4. Duration of SOW

After the SOW Effective Date, Liveline will work with Customer to begin any work specified in **Exhibits C, D, and E**.

The term of this SOW shall begin on the SOW Effective Date and expire twelve (12) months after the SOW Start Date.

5. Charges

Charges will be assessed according to the following table:

Work	Amount	Billing Frequency	Billing Dates
Pilot Project	\$ 	One time	SOW Start Date
Installation & Setup	\$ 	One-time	SOW Start Date
Software Services	\$ 	Monthly	SOW Start Date + 1-month intervals
Software Customization	\$ 	Twice (50% / 50 %)	SOW Start Date + Work Completion

Payment terms are net 30 days after billing.

All payments shall be in U.S dollars by ACH or Direct Deposit to Liveline Technologies Inc.

To show their agreement to these terms and conditions, Liveline and Customer acting through their authorized representatives have signed and delivered this Statement of Work.

[CUSTOMER NAME]

LIVELINE TECHNOLOGIES INC.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit C
PILOT PROJECT

1. Pilot scope

To validate the benefits of Liveline Software Services, the Customer **does / does not** (circle one) elect to implement a pilot project. The pilot project shall entail:

Setup and installation for a maximum of (**#**) signals

The following services (circle Yes / No):

Basic platform **Yes** No

Controls module **Yes / No**

Predictive alarm module **Yes / No**

Reporting module **Yes / No**

The Custom and Liveline agree to fulfill the implementation requirements defined in the Liveline Program Management System, which is attached to this agreement as **Exhibit F**.

2. Pilot period

After setup and installation, the selected Liveline Software Services shall be available for Customer use for a period of (**#**) months.

At the conclusion of this period, the Customer and Liveline will execute a new Statement of Work to provide ongoing access to Liveline Software Services, or the services will be terminated.

3. Fees

The fee for this pilot project shall be (**\$**). This fee includes a good faith estimate of time and expenses, including travel, for the Liveline team.

Exhibit D

LIVELINE SOFTWARE SERVICES

1. Selection of services

Liveline sets its monthly fee for Liveline Software Services based on the number of signals ingested from industrial process equipment (such as temperature and pressure), and the specific Software Services desired by the Customer, as indicated below (circle Yes / No):

Basic platform	<input checked="" type="radio"/> Yes / No	Monthly price per signal: <input type="text"/> (\$)
Controls module	<input type="text"/> Yes / No	Monthly price per signal: <input type="text"/> (\$)
Predictive alarm module	<input type="text"/> Yes / No	Monthly price per signal: <input type="text"/> (\$)
Reporting module	<input type="text"/> Yes / No	Monthly price per signal: <input type="text"/> (\$)

The number of signals shall be no greater than (#).

The monthly price per signal includes direct costs related to data storage and computational resources from Liveline's cloud service provider.

The Custom and Liveline agree to fulfill the implementation requirements defined in the Liveline Program Management System, which is attached to this agreement as **Exhibit F**.

The total monthly charge for Liveline Software Services based on the selections above shall be (\$).

2. Setup and installation fees

To enable Liveline Software Services, Liveline will perform a one-time installation and setup, which includes time on-site at the Customers' plant. Liveline will fulfill these one-time requirements as described in the Liveline Program Management System, which is attached to this agreement as **Exhibit F**.

The one-time charge for setup and installation shall be (\$).

Exhibit E

SOFTWARE CUSTOMIZATION

The Customer has elected for Liveline to execute customizations to the Liveline Software Services.

1. Scope of Customization Work

The scope of work shall be defined in the attached **Exhibit G**. This exhibit defines the customization work, the review and approval process for the Customer, and the anticipated timing.

2. Fees

The one-time fee for this customization work shall be _____ (\$).

Exhibit F

LIVELINE PROGRAM MANAGEMENT SYSTEM

This exhibit defines the major gates and deliverables from both the Customer and Liveline Technologies as required to implement Liveline Software Services.

Gates		Deliverables	Exit Criteria	Responsible
Plug In	Gate 1 Cell or Line Preparation	Team Assignment	Customer and LL team members agreed and assigned	LL Proj Mgr
		Plant Interview	Document KPIs, goals, process flow, expert knowledge	LL Proj Mgr
		Equipment Checklist	Document process equipment and key parameters (safety limits, etc.)	Cust. Process Eng
		Sensor Checklist	Document available sensors and key parameters. Confirm all relevant input and output variables can be measured.	Cust. Process Eng
		Network Devices Checklist	Document network devices. Confirm necessary devices are in place.	Cust. IT
		Connection Checklist	Document connections and complete checklist	Cust. IT
		Timing Plan	Timing plan completed and reviewed with plant	LL Proj Mgr
		Commercial Agreement	Confirm commercial agreement & other documents in place (NDA, etc.)	LL Proj Mgr
		Gate Review	Customer and LL teams sign-off	Joint
	Gate 2 Digitization	Line Digitization	Install PC, image, cloud connections. PLC tag mapping / integration validated.	Cust. Project Lead
		Validate Liveline Installation (Line Walk)	Line walk checklist completed	Cust. Process Eng
		Metadata Collection	If applicable, validate connection with non-sensor data sources (e.g. operator entry)	Cust. Process Eng
		Gate Review	Customer and LL teams sign-off	Joint
Learn to Drive	Gate 3 Controls	Controls - Build and Validate	AI and any rules complete, and functioning as intended	Cust. Process Eng
		Predictive Alarms - Build and Validate	If applicable, validate all SKUs and other configuration info	Cust. Process Eng
		Reporting - Build and Validate	If applicable, validate all SKUs and other configuration info	Cust. Process Eng
		Metadata Collection	If applicable, validate all SKUs and other configuration info	Cust. Process Eng
		Gate Review	Customer and LL teams sign-off	Joint
Control	Gate 4 Production Runs	Validate Controls Performance	KPIs achieved	Cust. Process Eng
		Validate Other Applications	If applicable: Predictive alarms, reporting achieve expected performance	Cust. Process Eng
		Satisfaction Survey	Completed operator/engineer surveys	Cust. Project Lead
		Train the Trainers	Training of the trainers is completed	LL Proj Mgr
		Train the Operators	Training of the operators is completed	Cust. Project Lead
		Metadata Collection	If applicable, operators are entering data for each run	Cust. Process Eng
		Gate Review	Customer and LL teams sign-off	Joint
	Gate 5 Final Sign Off	Impact Assessment	Assess KPIs over assessment period	Cust. Project Lead
		Documentation and Handover	All technical records complete and documented	Cust. Project Lead
		Support	Confirm ongoing support agreement w/LL	Cust. Project Lead
		Lessons Learned	Lessons learned are documented	Team
		Gate Review	Customer and LL teams sign-off	Joint