KRIVOX TECHNOLOGIES LLC

General Terms and Conditions

Effective date: August 1, 2026

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1. Agreement and Acceptance

1.1 Parties. These General Terms and Conditions (the "Terms") govern all products and services supplied by Krivox Technologies LLC, a New Jersey limited liability company with its registered address at 27 Shadowlawn Dr, Colonia, NJ 07067, USA ("Krivox", "we", "us"), to the customer named in a quotation, proposal, statement of work or invoice ("Customer", "you").

1.2 Business customers only. Krivox supplies its products and services only to businesses and other organizations for commercial use. You confirm that you are not buying as a consumer for personal, family or household purposes. The person accepting on your behalf confirms that he or she has authority to bind the Customer.

1.3 Acceptance. You accept these Terms by the earliest of: signing or approving a quotation; issuing a purchase order or work order; paying any invoice; or using any Krivox software or service.

1.4 The Agreement. The "Agreement" consists of (a) the accepted quotation, statement of work or order (each an "Order"), including its annexures; (b) any software licence agreement or other written agreement signed by both parties; and (c) these Terms. If they conflict, a signed agreement controls first, then the Order, then these Terms.

1.5 Customer terms excluded. Terms printed on or referenced in your purchase order, vendor portal or other documents do not apply, even if Krivox does not object to them, unless an authorized Krivox representative agrees to them in a signed writing.

1.6 Updates. Krivox may update these Terms by posting a new version at KrivoxTech.com. The version posted on the date of your Order applies to that Order. Later Orders are governed by the version posted on their date.

2. Definitions

Term	Meaning
Affiliate	Any entity that controls, is controlled by, or is under common control with a party, including Krivox's sister companies outside the United States.
AMC	An optional annual maintenance contract purchased under an Order.
Customer Data	All data, content, files and materials that you or your users enter into, upload to or process with the Software or supply to Krivox.
Customer Infrastructure	Servers, cloud accounts, operating systems, databases, networks, devices, domains, hosting and connectivity that you provide or control.
Defect	A reproducible failure of delivered Software or Deliverables to perform materially as described in the Order, when used as instructed on supported infrastructure.
Deliverables	Custom software, configurations, websites, reports, AI agents, integrations and other work product that Krivox creates for you under an Order.
Documentation	User guides, scope descriptions and specifications that Krivox supplies for the Software or Deliverables.
Krivox Materials	The Software, Documentation, source code, frameworks, libraries, tools, templates, methods and know-how owned by or licensed to Krivox, and all improvements to them.

Term	Meaning
Services	Installation, configuration, customization, development, website, SEO, AI, training, support, maintenance and consulting services described in an Order.
Software	TheERPHub and any other software product that Krivox licenses to you, including modules, updates and customizations.
Third-Party Products	Software, platforms, AI models, APIs, hosting, cloud services, hardware and services supplied by anyone other than Krivox.

3. Services, Quotations and Changes

3.1 Scope. Krivox supplies only the Software and Services expressly listed in the Order. Anything not listed is out of scope and chargeable, including functional configuration, data entry, data migration, training, integrations and infrastructure work.

3.2 Quotations. A quotation is valid for the period it states, or 10 days from its date if it states none. A quotation prepared before a detailed system study is an estimate of scope. Scope, price and timeline may change once the study is complete.

3.3 Study and requirements work. System study, requirement gathering, analysis and design are billable at the Order rates, even if you decide not to proceed with development.

3.4 Change requests. Work outside the agreed scope requires your written approval of a scope and estimate. Email approval is sufficient. Changes to approved requirements may change the price and timeline.

3.5 Timelines. Delivery dates are good-faith estimates, not guarantees. Time is not of the essence. Dates extend automatically for delays caused by you, your infrastructure, Third-Party Products or events outside Krivox's reasonable control.

3.6 Personnel and subcontractors. Krivox chooses the personnel who perform the Services. Krivox may use Affiliates and subcontractors, including teams located outside the United States, and remains responsible for their work under the Agreement.

3.7 Standard of performance. Krivox will perform the Services with reasonable skill and care, consistent with general industry practice.

4. Fees, Taxes and Payment

4.1 Fees. You will pay the fees stated in the Order. Unless the Order states otherwise, fixed charges are payable 70% on acceptance of the Order and 30% on completion of installation or delivery. Hourly Services are invoiced every two weeks as used.

4.2 Currency and due date. All prices are in US dollars. Invoices are due on receipt unless the Order states a different term.

4.3 Taxes. Fees exclude sales, use, withholding and similar taxes. Applicable taxes are added to the invoice and payable by you, other than taxes on Krivox's net income. If you must withhold tax, you will gross up the payment so that Krivox receives the full invoiced amount.

4.4 Expenses. You will reimburse approved travel, lodging, meals and out-of-pocket expenses for on-site Services at actual cost. Bank, wire and payment-processing charges are yours.

4.5 Late payment. Overdue amounts bear a late charge of 1.5% per month, or the highest rate permitted by law if lower, from the due date until paid. You will reimburse Krivox's reasonable collection costs, including attorneys' fees.

4.6 Suspension. If an undisputed invoice is more than 10 days overdue, Krivox may suspend Services, support and delivery after written notice until all overdue amounts are paid. Suspension does not relieve you of payment and extends all timelines.

4.7 Invoice disputes. You must notify Krivox in writing of any disputed charge, with reasons, within 7 days of the invoice date. Otherwise the invoice is deemed accepted. You must pay the undisputed portion on time.

4.8 No refunds or set-off. All payments are non-refundable except where Section 12.3 expressly provides a refund. You may not set off or withhold amounts owed to Krivox.

4.9 Rate changes. Krivox may change its hourly rates and AMC charges for future periods by giving 30 days' written notice.

5. Customer Responsibilities

5.1 Cooperation. You will promptly provide accurate information, data, access, approvals, feedback and decisions, and will appoint a contact person with authority to act for you. Krivox is not responsible for delay, cost or failure caused by late or inaccurate input from you.

5.2 Suitability. You are responsible for deciding whether the Software and Services suit your business, processes and legal obligations. You are responsible for testing every Deliverable before using it in live operations.

5.3 Use of results. You are responsible for checking the output of the Software, including calculations, reports, invoices, tax figures, stock values and accounting entries, before relying on it. The Software is a business tool and does not replace your professional, accounting, tax or legal judgement.

5.4 Users and credentials. You are responsible for your users, their access rights, the security of their credentials and all activity under your accounts.

5.5 Lawful use. You will use the Software and Services only for lawful internal business purposes and in line with the Documentation.

6. Infrastructure, Data and Backups

6.1 Customer Infrastructure. Unless an Order states otherwise, you supply, license, secure, monitor and maintain all Customer Infrastructure at your own cost. Krivox does not provide hosting and is not responsible for server performance, capacity, availability, uptime, downtime, connectivity, security, patching or operating-system and database maintenance.

6.2 Sizing. Any server size or configuration that Krivox suggests is a starting recommendation only, not a guarantee of capacity or performance.

6.3 Backups. You are solely responsible for regular, independent and tested backups of the Software environment and all Customer Data, and for retention and restore testing. Krivox does not back up Customer Data unless an Order expressly says so. Even then, that backup is a convenience and does not replace your own.

6.4 Data loss. Krivox is not responsible for loss, corruption, deletion or unavailability of Customer Data from any cause, including where missing, invalid or untested backups contribute to the loss. Before any installation, update, migration or support session, you will ensure a current backup exists.

6.5 Customer Data ownership. You own Customer Data. You grant Krivox and its Affiliates a non-exclusive licence to access and use Customer Data only as needed to perform the Services. You confirm that you have every right and consent needed to share it.

6.6 Security. Krivox will apply reasonable care when accessing your systems. You are responsible for firewalls, antivirus, access controls, encryption and network security. No system is fully secure, and Krivox does not guarantee that the Software or your systems will be free from unauthorized access, malware or attack.

6.7 Regulated data. The Software is not designed for specially regulated data such as protected health information or payment card data. You will not store or process such data with it unless a signed agreement with Krivox covers that use.

6.8 Remote access. Where you give Krivox remote or administrative access, you will limit it to what is needed, monitor it as you see fit and revoke it when the work is complete.

7. Licence and Intellectual Property

7.1 Krivox owns all intellectual property. Krivox and its licensors, including its Affiliates, exclusively own all rights, title and interest in the Krivox Materials, the Software, all customizations and all Deliverables. This covers all source code, object code, database structures, designs, workflows, reports and Documentation, and every patent, copyright, trade secret and other intellectual property right in them. The Software is licensed, not sold. Nothing in the Agreement transfers ownership of any intellectual property to you.

7.2 No source code. SOURCE CODE WILL NOT BE PROVIDED, DELIVERED, DISCLOSED, ESCROWED OR TRANSFERRED TO YOU UNDER ANY CIRCUMSTANCES. This applies to the Software, every customization and every Deliverable, including work you paid for in full or that was built only for you. It applies whether the Agreement is in force, expired or terminated, and whether or not Krivox continues to support the Software. Payment of any fee gives you a right to use, never a right to the source code.

7.3 Licence grant. After full payment of the licence fee, Krivox grants you a non-exclusive, non-transferable, non-sublicensable licence to use the Software for your own internal business. The licence covers the entity, version, modules, server count and term stated in the Order. A licence described as "perpetual" covers the purchased version only.

7.4 Restrictions. You will not, and will not allow anyone else to:

- access, view, copy, extract, download or disclose any source code or application files beyond what normal use of the Software requires;
- copy, modify, translate or create derivative works of the Software;
- reverse engineer, decompile, disassemble or try to derive source code;
- sell, rent, lease, sublicense, host for others or otherwise make the Software available to any third party, including your group companies, unless the Order permits;
- remove or bypass licence controls, security features or proprietary notices;
- give any other software vendor, developer or consultant access to the application files or database structure;
- use the Software or Krivox's Confidential Information to build a competing or similar product.

7.5 Protection of code on your server. The Software is installed on a server that you control, so application files reside in your environment. You are responsible for securing that server and for limiting administrative access to trusted personnel who need it. You are fully responsible for any copying, extraction, leakage, disclosure or misuse of Krivox's source code, application files or other Krivox Materials that occurs on or through your server, network, accounts, employees, contractors or vendors. This applies whether the cause is deliberate, negligent or a security breach. You will notify Krivox in writing within 48 hours of discovering any actual or suspected leakage.

7.6 Consequences of leakage or misuse. Any breach of Sections 7.4 or 7.5 is a material breach that causes Krivox irreparable harm. Krivox may immediately terminate the licence, obtain a court injunction without posting a bond, and recover all resulting damages, lost licence revenue, investigation costs and attorneys' fees from you. The limits in Section 14 protect Krivox only and do not limit your liability under this Section 7.

7.7 Customizations and Deliverables. Krivox owns all customizations, Deliverables, enhancements and improvements, including those built at your request, paid for by you or based on your ideas and requirements. To the extent any such right would otherwise belong to you, you assign it to Krivox. On full payment, you receive a licence to use them on the same terms as the Software. Krivox may reuse them for other customers, without disclosing your Confidential Information.

7.8 Websites and AI agents. For website and AI agent projects, Krivox owns the code, frameworks, components, prompts, designs and tools it creates or uses. On full payment you receive a licence to use the finished website or agent for your business. You own the text, images, logos and other content that you supply.

7.9 Customer materials. You keep ownership of your logos, content and Customer Data. You grant Krivox a licence to use them to perform the Services. You confirm that they do not infringe anyone's rights.

7.10 Feedback. Krivox owns, and may freely use, any suggestions or feedback you give about its products and services, without payment or obligation.

7.11 Reservation. Krivox reserves all rights not expressly granted. This Section 7 survives the end of the Agreement without time limit.

8. Service-Specific Terms

8.1 ERP software and installation. The one-time installation covers deploying the application on one server that you provide and handing over a working application URL. Reinstallation, server replacement, migration, redeployment and additional environments are separately chargeable. Network, hardware, operating-system, database and Third-Party Product issues are not Defects.

8.2 Customization and development. Custom work is built to the written requirements you approve. You are responsible for the completeness and accuracy of those requirements. Functionality you did not specify in writing is a change request under Section 3.4.

8.3 Website development. You are responsible for the content you supply, and for domain registration, hosting, SSL certificates, licences for images and fonts, and the site's legal compliance, including privacy notices, cookie consent and accessibility. Krivox does not guarantee compatibility with every browser, device or future software version.

8.4 SEO and digital marketing. Search engines and advertising platforms control their own algorithms and policies. Krivox does not guarantee any ranking, traffic, lead volume, conversion, revenue or timeframe. SEO fees are payable whatever results are achieved.

8.5 AI agents and automation. AI features rely on third-party models and can produce inaccurate, incomplete or unexpected output. You are responsible for human review of AI output before acting on it. You will not use AI Deliverables as the sole basis for legal, financial, medical, employment, safety or other high-impact decisions. Usage charges from AI providers are yours. A provider's change, limit or withdrawal of its model or API is not a Defect.

8.6 Training. Training is delivered online, in pre-scheduled sessions during Krivox's stated support hours, unless the Order provides otherwise.

9. Third-Party Products

9.1 Customer's account. Third-Party Products are supplied under their own providers' terms. You contract with and pay those providers directly unless the Order states otherwise.

9.2 No responsibility. Krivox does not control, warrant or support Third-Party Products. It is not responsible for their availability, performance, security, pricing, changes, outages or discontinuation, even where Krivox recommended, configured or integrated them.

9.3 Open-source components. The Software and Deliverables may include open-source components, which remain subject to their own licences.

9.4 Integrations. Where a third party changes its product or API so that an integration stops working, restoring the integration is chargeable work.

10. Support and Maintenance

10.1 Support. Krivox provides online support and training during the hours, and at the rates or within the complimentary allowance, stated in the Order. Complimentary hours are shared across your organization, expire as the Order states, and have no cash value.

10.2 Response. Krivox will use commercially reasonable efforts to respond to support requests. Unless an Order contains a signed service level agreement, Krivox gives no commitment on response time, resolution time, uptime or availability.

10.3 What support excludes. Support does not include new development, customization, data entry, data correction, hardware, network, server, operating-system or database maintenance, or Third-Party Products.

10.4 AMC. An AMC is optional and covers only what the Order lists. Without an AMC you may keep using the perpetual version you paid for. Support is then available at the hourly rates in force, and updates and new releases are not included.

10.5 Updates. Krivox may update, change or retire features of the Software at its discretion. It is not obliged to support versions older than the current release.

11. Acceptance

11.1 Testing period. You will test each installation or Deliverable and send written notice of any Defect within 10 calendar days of delivery or handover.

11.2 Deemed acceptance. A Deliverable is accepted when you approve it, use it in live operations, or let the 10 days pass without written notice of a material Defect, whichever happens first. Minor Defects do not prevent acceptance and are handled under Section 12.

12. Limited Warranty and Bug Correction

12.1 Warranty. For 90 days from installation or delivery (the "Warranty Period"), Krivox warrants that the delivered Software and Deliverables will be free of material Defects. An Order may state a different period.

12.2 Free correction. If you report a Defect in writing during the Warranty Period, with enough detail to reproduce it, Krivox will correct it or provide a reasonable workaround at no charge. Corrections of confirmed Defects do not use up complimentary support hours.

12.3 If correction fails. If Krivox cannot correct a confirmed material Defect after a reasonable number of attempts, Krivox may choose to refund 40% of the fees you paid for the defective Deliverable or module. That refund then ends Krivox's obligations for it.

12.4 Sole remedy. Sections 12.2 and 12.3 are your only remedies, and Krivox's entire liability, for any Defect, error or non-conformity in the Software, Deliverables or Services.

12.5 What is not a Defect. The warranty does not cover issues caused by:

- your data, configuration, user error or use contrary to the Documentation;
- Customer Infrastructure, connectivity or Third-Party Products;
- changes made by anyone other than Krivox;
- requirements not documented in the approved scope, or requests for enhancements;
- viruses, attacks or unauthorized access;
- your failure to install corrections that Krivox provides.

12.6 Billable investigation. Time spent investigating an issue that turns out not to be a Defect is chargeable at the Order rates. If a billed investigation confirms a covered Defect, the charge is credited.

12.7 After the Warranty Period. Corrections after the Warranty Period are provided under an AMC, if one is in force and covers them, or at the hourly rates.

13. Disclaimers

13.1 EXCEPT FOR THE LIMITED WARRANTY IN SECTION 12, THE SOFTWARE, DELIVERABLES AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, KRIVOX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

13.2 KRIVOX DOES NOT WARRANT THAT THE SOFTWARE, DELIVERABLES OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR FREE OF HARMFUL COMPONENTS, THAT ALL DEFECTS WILL BE CORRECTED, THAT RESULTS WILL BE ACCURATE, OR THAT THEY WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY BUSINESS OUTCOME.

13.3 No statement by Krivox or its personnel, in a proposal, demonstration, email or conversation, creates a warranty unless it is written in the Order or a signed agreement.

13.4 Services provided free of charge, including complimentary hours, trials and goodwill work, are provided without any warranty or liability.

14. Limitation of Liability

14.1 Basis of the bargain. Krivox supplies custom and customizable solutions at prices that reflect the allocation of risk in this Section 14. You acknowledge that Krivox would not enter into the Agreement without these limits.

14.2 Excluded losses. TO THE FULLEST EXTENT PERMITTED BY LAW, KRIVOX, ITS AFFILIATES, AND THEIR MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS AND LICENSORS (THE "KRIVOX PARTIES") WILL NOT BE LIABLE FOR ANY:

- INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES;
- LOSS OF PROFITS, REVENUE, SALES, BUSINESS, CONTRACTS, GOODWILL OR ANTICIPATED SAVINGS;
- LOSS, CORRUPTION OR UNAVAILABILITY OF DATA, OR THE COST OF RESTORING OR RE-ENTERING IT;
- DOWNTIME, SERVER OR NETWORK FAILURE, BUSINESS INTERRUPTION, PRODUCTION STOPPAGE OR DELAY;
- ERRORS IN CALCULATIONS, REPORTS, INVOICES, TAX, INVENTORY OR ACCOUNTING OUTPUT, AND DECISIONS MADE IN RELIANCE ON THEM;
- SECURITY INCIDENTS, UNAUTHORIZED ACCESS, MALWARE OR ATTACKS AFFECTING CUSTOMER INFRASTRUCTURE;
- FINES, PENALTIES, OR CLAIMS BY YOUR CUSTOMERS, SUPPLIERS, EMPLOYEES OR OTHER THIRD PARTIES;
- COST OF SUBSTITUTE SOFTWARE OR SERVICES;
- FAILURES OF THIRD-PARTY PRODUCTS.

THESE EXCLUSIONS APPLY WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, AND EVEN IF KRIVOX WAS ADVISED THAT THE LOSS WAS POSSIBLE.

14.3 Cap. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL COMBINED LIABILITY OF THE KRIVOX PARTIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE AGREEMENT WILL NOT EXCEED TWENTY-FIVE PERCENT (25%) OF THE SOFTWARE LICENCE FEES AND SOFTWARE DEVELOPMENT FEES THAT KRIVOX ACTUALLY RECEIVED FROM YOU UNDER THE ORDER GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS DO NOT ENLARGE THIS CAP.

14.3A Amounts outside the cap. Only software licence fees and software development fees count toward the cap. Amounts paid for servers, hardware, hosting, cloud services, domains, Third-Party Products, taxes, travel and other pass-through costs do not count and are never refunded or reimbursed by Krivox. This applies even where Krivox bought those items for you or invoiced you for them.

14.4 Remedies stand alone. The limits in this Section 14 apply even if a limited remedy in the Agreement fails of its essential purpose.

14.5 What is not limited. Nothing in the Agreement limits liability for fraud, wilful misconduct, or any liability that cannot lawfully be limited or excluded. In those cases liability is limited to the smallest extent the law allows.

14.6 No personal liability. Your claims lie only against Krivox Technologies LLC. No member, manager, officer, employee, Affiliate or contractor of Krivox has any personal liability to you under or in connection with the Agreement.

14.7 Your duty to mitigate. You will take reasonable steps to limit any loss, including maintaining backups, manual fallback procedures and reasonable verification of outputs.

15. Indemnification

15.1 By Customer. You will defend, indemnify and hold harmless the Krivox Parties from all third-party claims, losses, damages, fines, costs and reasonable attorneys' fees arising from:

- Customer Data or materials you supply, including any claim that they infringe rights or breach privacy or other laws;
- your use of the Software, Deliverables or Services in breach of the Agreement or the law;
- any leakage, copying, disclosure or misuse of Krivox's source code or other Krivox Materials on or through your server, network, personnel or vendors;
- your products, services, business operations, and dealings with your own customers, employees and suppliers;
- your instructions or specifications that Krivox followed.

15.2 Infringement claims against Krivox Materials. If a third party claims that the Software, as supplied by Krivox and used under the Agreement, infringes its US copyright, Krivox may, at its option, modify or replace the affected item, obtain a right for you to keep using it, or terminate the affected licence and refund the unused portion of prepaid fees for it. This Section 15.2 is your only remedy for infringement claims.

15.3 Procedure. The party seeking protection must give prompt written notice of the claim, allow the other party to control the defence and settlement, and cooperate reasonably.

16. Confidentiality

16.1 Obligation. Each party will keep the other's non-public business, technical and pricing information ("Confidential Information") confidential, use it only for the Agreement, and protect it with reasonable care. Krivox's Confidential Information includes the Software, source code, Documentation, quotations and prices.

16.2 Permitted disclosure. A party may share Confidential Information with its Affiliates, employees, contractors and advisers who need it and are bound by similar duties, and where the law or a court requires.

16.3 Exclusions. These duties do not cover information that is public through no fault of the recipient, was already known to it, was independently developed, or was lawfully received from a third party.

16.4 Duration. These duties last for three years after the Agreement ends. They last indefinitely for source code and trade secrets.

17. Term, Suspension and Termination

17.1 Term. The Agreement starts when you accept the Order and continues until the Services are complete and any licence or AMC term ends, unless terminated earlier.

17.2 Termination for breach. Either party may terminate an Order by written notice if the other materially breaches it and does not cure within 30 days of written notice. The cure period for non-payment is 10 days.

17.3 Termination or suspension by Krivox. Krivox may suspend or terminate immediately by written notice if you breach Section 7, use the Software unlawfully, or become insolvent.

17.4 Cancellation by Customer. If you cancel an Order after work has started, amounts already paid are non-refundable. You will also pay for all work performed, expenses approved and commitments made up to the cancellation date.

17.5 Effect on licences. A perpetual licence that has been fully paid survives the end of Services or an AMC, unless Krivox terminates for your breach of Section 7 or for non-payment. Any licence that has not been fully paid ends on termination. You must then stop using and remove the Software.

17.6 Your data on exit. You are responsible for exporting Customer Data before termination. Exit, export or migration help from Krivox is chargeable.

17.7 Survival. Sections 4, 6.3, 6.4, 7, 9.2 and 12.4 through 19 survive termination, together with any other term that by its nature should survive.

18. Governing Law and Disputes

18.1 Governing law. The Agreement, and any dispute or claim relating to it, is governed by the laws of the State of New Jersey, USA, without regard to its conflict-of-laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18.2 Good-faith resolution first. Before starting any legal action, a party must give written notice of the dispute. Senior representatives of both parties will then try in good faith to resolve it within 30 days. This does not prevent Krivox from collecting unpaid fees or seeking urgent court relief to protect its intellectual property or Confidential Information.

18.3 Exclusive venue. Any legal action relating to the Agreement must be brought only in the state courts of New Jersey located in Middlesex County, or in the United States District Court for the District of New Jersey. Each party consents to the personal jurisdiction of those courts and waives any objection to venue or inconvenient forum.

18.4 Jury trial waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION RELATING TO THE AGREEMENT.

18.5 Time limit for claims. To the fullest extent permitted by law, you must bring any claim relating to the Agreement within three (3) months after you first knew, or reasonably should have known, of the facts giving rise to it. Later claims are barred.

18.6 Individual claims only. Claims may be brought only on an individual basis, and not as a plaintiff or class member in any class, collective or representative proceeding.

18.7 Costs. In any action to collect unpaid fees or to enforce Section 7 or Section 16, the prevailing party is entitled to recover its reasonable attorneys' fees and costs.

19. General Provisions

19.1 Force majeure. Krivox is not liable for delay or failure caused by events beyond its reasonable control. These include internet, power, telecom, cloud-provider or utility failures, cyberattacks, natural disasters, epidemics, war, civil unrest, labour disputes and government action.

19.2 Independent contractor. Krivox is an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship.

19.3 Non-solicitation. During the Agreement and for 12 months after it ends, you will not directly solicit for employment or engagement any employee or contractor of Krivox or its Affiliates who worked on your project, without Krivox's written consent. General job advertising is not solicitation.

19.4 Reference. Krivox may name you as a customer and use your logo in its customer lists and marketing. You may opt out by written notice.

19.5 Assignment. You may not assign or transfer the Agreement or any licence without Krivox's written consent. Krivox may assign the Agreement to an Affiliate or to a successor of its business.

19.6 Export and compliance. You will comply with US export control and sanctions laws in your use of the Software and Deliverables.

19.7 Notices. Notices must be in writing and sent by email to the contacts named in the Order, with a copy by courier for notices of breach or termination. Notices to Krivox go to the address in Section 20.

19.8 Entire agreement. The Agreement is the entire agreement between the parties on its subject and replaces all earlier proposals, discussions and representations. You have not relied on any statement that is not written in the Agreement.

19.9 Amendment and waiver. Any amendment or waiver must be in writing and signed by Krivox. A failure or delay in enforcing a right is not a waiver.

19.10 Severability. If a court holds any provision unenforceable, it will be enforced to the maximum extent permitted and the rest of the Agreement stays in force.

19.11 No third-party beneficiaries. Only the parties, and the Krivox Parties under Sections 14 and 15, may enforce the Agreement.

19.12 Electronic acceptance. Orders and approvals given by email, electronic signature or online acceptance are binding.

20. Contact

Krivox Technologies LLC
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Website: KrivoxTech.com
Email: sales@krivoxtech.com

Effective date: August 1, 2026