CUSTOMER TERMS OF SERVICE
(Exhibit B)

0. General

This document constitutes EpiGrid's Customer Terms of Service Policy, hereafter referred to as the Policy. The Policy describes and defines the Terms and Conditions under which EpiGrid agrees to provide Service to the Customer. Any Activity or Use of EpiGrid services that are illegal, infringe the rights of others, or interfere with EpiGrid's Privacy and Acceptable Use Policy is expressly prohibited.

The Customer is defined as any legal entity that issues a purchase order with an Authorized EpiGrid Reseller or with EpiGrid directly for Service. Service and/or Services are defined as the formation of a Customer Account and the allowed use of that account to access the EpiGrid Equipment, Network, or Content or any other request for work to be done by EpiGrid on behalf of and for the Customer in accordance with EpiGrid's Privacy and Acceptable Use Policy. The Definition of Data Center, Equipment, Network, Content, and Customer Account are governed by the EpiGrid Privacy and Acceptable Use Policy unless amended here in.

1. Services Generally

EpiGrid agrees to provide Services to the Customer for a fee. EpiGrid reserves the right to modify its Equipment, Network, Content, and Customer Accounts used to provide Services for purposes including, but not limited to, accommodating evolving technology and increased network demand as well as providing enhanced or improved services. EpiGrid shall use reasonable efforts to notify the Customer in advance of any planned changes to EpiGrid's Data Center, Equipment, Network, Content, or Customer Account that may adversely affect the Services.

2. Definitions

2.1 "Service Term" is defined as the length of time a Customer is granted access to a Service for an agreed price.

2.2 "Service Agreement" is defined as the number of consecutive Service Term's the Customer agrees to be responsible for regardless of utilization or notice of Cancellation

2.3 "Term Payment" is defined as the Customer's agreement to pay upfront for multiple Service Term's or Service Agreements

2.4 "Instance" is defined as a unique combination of Compute and Storage Services a Customer is granted access.

2.5 "Seat" is defined as a group of Instances in the same Data Center as well as the Bandwidth and Network Access Services provide to a given Customer to access the same group of Instances.

2.6 "Customer Account" is defined in the EpiGrid Privacy and Acceptable Use Policy and is amended here to include the monetization of the Services, Instances, and Seats the Customer is granted access to and the terms associated with the included Services, Instances, and Seats.

2.7 "Overage" is defined as the usage of a Service provided by EpiGrid in excess of the amount or usage currently granted as part of the Customer's Account.

2.8 "Renewal" is defined as the automatic continuation of Services upon the failure of the Customer to Notify of Cancellation or changes prior to the end of the current Service Agreement or the last Service Agreement covered by a Term Payment

2.0 "Cancellation" is defined as the request for or act of ending and discontinuing a Customer's Account at the request of the customer as defined here in.

2.10 "Termination" is defined as the deletion of content and data as well as the ending of all Services and the de-registration of any allocated IP Addresses associated with a Customer's Account including the Customer's Account itself.

2.11 "Decommission" / "Decommission Date" = the date the VM will be powered off.

2.12 "Retention" / "Retention Period" = the time period between the Decommission of the VM and the Deletion of VM and data.

2.13 "Deletion" / "Deletion Date" = the date the VM and the customer's data will be deleted permanently.

3. Types of Services and How They are Monetized

a) Recurring Services

i) Compute/Infrastructure

Upon Request EpiGrid will provide a virtual computing environment, here forward known as the Server. The Instance is located on the Equipment and connected by the Network for the Customer to access. Each Server varies in size and performance in accordance with the Customer's request and is monetized based on these factors for 1 month access by the Customer. An Instance may be utilized as a Data Server for Product Data Management and Collaboration, Virtual Work Station, or other data processing in accordance with EpiGrid's Privacy and Acceptable Use Policy. Some Instances may require a minimum quantity of other services concurrently. There are specific criteria that control the size of a server with respect to the number of Central Processing Units, quantity of Random Access Memory, or quantity of Graphical Processing Units. A request for a specific number of Central Processing Units, quantity of Random Access Memory, or quantity of Graphical Processing Units is considered a simultaneous request for the required number of Central Processing Units, quantity of Random Access Memory, or quantity of Graphical Processing Units.

ii) Data Storage, Backup, Retention and Redundancy

Upon Request and in some cases as required as a concurrent service, EpiGrid will provide digital storage in accordance with the EpiGrid Privacy and Acceptable use Policy (Exhibit C). The physical storage device is part of the EpiGrid Equipment and is connected to the EpiGrid Network as part of an Instance. Any and all storage associated with a specific and unique Instance is a part of the definition of that Instance. All storage offered by EpiGrid includes an equal amount of concurrent Backup/Redundant storage with a retention period and retention location set out as part of the Customer request/order. Storage is monetized by the number of gigabytes of the requested storage type to be allocated for use by the customer during a given Service Term. The Customer may utilize Backup/Redundant Storage of an equal amount during the same and concurrent Service Term. Storage requested and allocated to separate and unique Instances may not be combined for the purpose of tabulating utilization. Utilization of data Storage or Backup/Redundant storage in excess of the amount requested or allocated in a given Service Term is an Overage.

Storage Capacity Policy - See Exhibit I for the complete policy regarding storage adds

iii) Bandwidth Services

Upon Request and in some cases as required as a concurrent service, EpiGrid will grant the Customer access to transmit data and information to and from the Network in accordance with the EpiGrid Privacy & Acceptable Use Policy. Bandwidth Services are monetized on the basis of the number of gigabytes per second per month, commonly noted in short hand as "gigs", and is measured statistically as the 95th percentile based on the Customer's usage over time. Bandwidth is also monetized on the basis of peak usage, commonly known as "Burst", and is measured statistically as the discrete maximums of the Customer's usage over time. The Customer may utilize Bandwidth Services, the number of gigs and Burst, requested or ordered, in a given Service Term. Bandwidth Services requested or ordered for separate and unique Seats may not be combined for the purpose of tabulating utilization. Utilization of Bandwidth Services in excess of the amount requested or allocated in a given Service Term is an Overage.

iv) Network Access and IP Addresses

Upon Request and in some cases as required as a concurrent service, EpiGrid will provide the Customer with a Internet Protocol Address (IP Address) in accordance with the EpiGrid Privacy & Acceptable Use Policy. The IP Address identifies the customer and its users when they request and are granted access to connect to the Network from a pool of available connections available to all EpiGrid Customers. This type of connection is commonly referred to as an "AnyConnect" and is monetized by the number of concurrent users utilizing such connections in a given Service Term in accordance with the EpiGrid Privacy & Acceptable use Policy.

Upon Request and in some cases, as required as a concurrent service, EpiGrid will provide the Customer a dedicated private connection to the Network, commonly referred to as a "Site-to-Site". A "Site-to-Site" must be formed and instantiated by EpiGrid and is monetized on the quantity of "Site-to-

Site" requested or ordered by the Customer and provisioned by EpiGrid in a given Service Term. **See Exhibit J for the Complete Site-Site Configuration and Maintenance Policy**

Utilization of Network Access and IP Addresses in excess of the amount requested or allocated in a given Service Term is an Overage.

b) Non-Recurring Services

i) Technical Support and Trouble Shooting

Upon Request and in some cases as required as a concurrent service as well as is outlined by the EpiGrid Privacy and Acceptable use Policy, EpiGrid will provide the Customer with indirect Technical Support and Trouble Shooting. The Customer has access to first level (Tier 1) Technical Support and Trouble Shooting as defined by the Customer's Reseller. The Customer has further indirect access to higher levels of Technical Support and Trouble Shooting. As defined by the Customer's Reseller, if the issue requiring Technical Support or Trouble Shooting requires a higher level of Technical Support or Trouble Shooting, then the Customer's Reseller will escalate the issue to EpiGrid on behalf of the Customer.

ii) Other Non-Recurring Services

Upon request and in some cases as required as a concurrent or prerequisite service, EpiGrid will provide hourly labor and technical services on an hourly basis. These services may include, but are not limited to, configuration, implementation, or provisioning of Recurring Services; consulting, large-scale trouble shooting, or custom solution development; and administration or management services. Non-Recurring Services are defined on a per Order basis as outlined in a Customer's Order or by an attached Statement of Work, and in all cases are to be paid for in full before the commencement of the Ordered Services unless specifically outlined in the Customer's Order.

Utilization of Non-Recurring Services in excess of the amount requested in an Order is an Overage.

4. Microsoft SQL Server Licenses

EpiGrid must receive payment for Standalone Microsoft SQL Server licenses or renewal for the same prior to the acquisition from the Microsoft Reseller.

5. Monetization of Customer Accounts

Customer Accounts are Monetized as the sum total of the Seats, Instances, and Services that comprise the Customer's Account. All Seats, Instances, and Services that form a given Customer Account must have the same Service Term and Service Agreement and shall be Ordered in a combination that allows for a single and simultaneous date for the end of all Service Terms and Service Agreements for all Seats, Instances, and Services of a given Customer Account.

6. Additions to Customer Account

Upon Request and in some cases, as required as concurrent services, the Customer may Order additional quantities of Services to add to a specific Instance or Seat. The Services being added must be Ordered so that they have the same and simultaneous Service Term and Service Agreement end date as the Instance, Seat, and Customer Account they are being added to.

When Services are added to a Customer Account that are or were paid for by a Term Payment agreement the Services being added must be Ordered in a quantity and with a Service Term and Service Agreement that allow the added Services to have an end date for the Service Term and Service Agreement that is simultaneous with the existing Customer Account. Additions to a Customer Account must be paid for upfront if the Customer's Account is or was paid for by a Term Payment.

Trial or demonstration Services are not offered à la carte for existing Customer Accounts. If a Customer would like to trial a Service, the Customer may a) Order the Addition of that Service along with any Non-Recurring Services that may be required; or b) contact the Customer's reseller to setup a demonstration or schedule the use of the Reseller's demonstration Services. Demonstration Services are solely controlled by the Reseller.

The Customer is solely responsible for the Cancellation of any Services added to the Customer Account.

7. Services Start Date

EpiGrid will provide the Customer's Reseller notification on the day that the Ordered Service or Services are available for the Customer to access, utilize, or use.

The Service Term and Service Agreement start date of a given Service will be set based on one of the following:

      a) if EpiGrid notifies the Customer's Reseller on or after the 16th day of the current calendar month, the service term shall begin the first day of the <u>next</u> calendar month or;

      b) if EpiGrid notifies the Customer's Reseller on or before the 15th day of the current calendar month, the service term shall begin the first day of the <u>current</u> calendar month.

8. Customer Account Renewal

EpiGrid will provide the Customer's Reseller with notice of the end of the Customer's Service Agreement thirty (30) days prior to the end of the Service Agreement.

The Customer's Account as well as all associated Service Agreements will renew and start again on the day after the last day of the preceding Service Agreement. Upon Renewal, the Customer's Account will be monetized at the then current pricing. The Renewed Service Agreement and Service Term shall be subject to

the terms outlined by Reseller's then current terms as well as the then current version of this Policy and EpiGrid's Privacy and Acceptable Use Policy.

9. Overages

Each Service Term, the Customer's Reseller will be notified of their utilization or usage of Services that have a limitation. These Services include but are not limited to Storage, Backup/Redundant Storage, Bandwidth, and Network Services.

The Customer is ultimately responsible for the management of the utilization and usage of the EpiGrid Services they have Ordered. The Customer is also responsible for ordering Services to meet or exceed the Customer's utilization and usage of a given Service.

EpiGrid is not responsible for the availability or functionality of Services that are impacted by an Overage.

In the event that a Customer has Overage in two (2) successive Service Terms and the Customer has not or does not Order additional Services to remedy the Overage, the Customer is in violation of this Policy as well as the Privacy and Acceptable use Policy and EpiGrid in its sole discretion may initiate Suspension or Termination of the Customer Account.

10. Cancellation

The Customer may request the Cancellation of part or all of the Services they have ordered by providing the Customer's Reseller sixty (60) days written notice prior to the requested Service Cancellation date.

The Customer shall remain responsible for the full recurring fees associated with the Customer's Account until the later of a) the requested Cancellation date; or b) the end of the then current Service Agreement on the requested Cancellation date.

The Customer must pay for the entire Service Agreement regardless of the Cancellation date.

No refunds will be provided for Canceled Customer Account paid for by a Term Payment.

Data Retention & Deletion

- When the 60-day cancellation period ends, the Virtual Machine will be decommissioned, and the customer's data will be permanently deleted unless the customer purchases and pays for a retention plan at the time of the cancellation request.
- Retention plans include 30-day, 90-day, or 365-day plans.
- The Retention Period is the time between the decommission of the Virtual Machine and the permanent deletion of the customer's data.
- Retention refers to the retention of the customer's data only. It's a stop-gap in the event that the customer needs to access their data after the cancellation date before the data is permanently deleted.

- The plan carries a reduced cost of storage only based on the current GB used.

Accessing Data During Retention

- Customer may request access during the retention period:
    - **Restore**: Temporary access for a set period (30 or 60 days) with one-time upfront payment.
    - **Restart**: Full service resumption with standard monthly billing. Requires a new cancellation notice to terminate again.
- **Important**
    - All access, restoration, or retention services must be requested **at least 5 business days before** your scheduled data deletion.
    - Once data is deleted, it cannot be recovered.

11. Suspension

The Customer's Reseller may, as defined in the Order between the Customer and Customer's Reseller, request for EpiGrid to suspend a Customer's account. Actions or lack of Actions that may lead a Reseller to request a Suspension are, but not limited to, delinquent payments, short payments, un-remedied recurring Overages, and any other violation of this Policy, EpiGrid's Privacy and Acceptable Use Policy, and Reseller's policies included, if any, as part of the Order between Customer and Customer's Reseller.

The Suspension of a Customer's account is defined as the restriction of access by, but not limited to, changing of access credentials or disconnection or blocking of Network Services and IP Addresses. The Customer will remain responsible for the Customer Account and its recurring fees during Suspension.

The Customer's Reseller is the only party that may request a Suspension, and like wise the Customer's Reseller is the only party who may request a Suspension be lifted.

During a Suspension, EpiGrid will maintain the Customer's Account and specifically its content and data in accordance with this Policy and EpiGrid's Privacy and Acceptable Use Policy.

12. Termination

The Customer's Reseller may, as defined in the Order between the Customer and Customer's Reseller, request for EpiGrid to Terminate a Customer's Account. Actions or lack of Actions that may lead a Reseller to request a Termination are, but not limited to, delinquent payments, short payments, un-remedied recurring Overages, and any other violation of this Policy, EpiGrid's Privacy and Acceptable Use Policy, and Reseller's policies included, if any, as part of the Order between Customer and Customer's Reseller.

Any party may terminate their obligations under this Policy effective immediately and without notice upon any material breach by the Customer, the Customer's Reseller, or by EpiGrid of any of the terms of this Policy.

13. End Customer Retention

In the event of any contractual issues between EpiGrid and the Customer's Reseller, EpiGrid, in accordance with it's agreements and contractual obligations with said Reseller, will do what is reasonably possible to ensure the Customer's Services are not interrupted.

14. Refunds and Credits

EpiGrid will not provide refunds or credits except as defined by the Uptime Guarantee defined as part of this Policy.

15. Uptime Guarantee

"Uptime" refers to the amount of time the Customer's Services are available, as measured solely and only by EpiGrid's internal monitoring systems. "Downtime" refers to the amount of time the Services are unavailable each month, as measured solely and only by EpiGrid's internal monitoring systems. EpiGrid guarantees that its Equipment and Network as well as its Bandwidth and Network services to access them will be available 100% of the time, with limited exceptions set forth below. In the event such level of service is not provided in any given month, the Customer's Reseller will credit the Customer's account, for that specific month, in an amount as determined in the chart below, reflecting credit percentages of the monthly fees paid by the Customer to the Reseller for the impacted Services, but not fees or payments made for any of the following products and services: software licenses, IP address charges, set up fees, shipping and handling, labor charges, and any other services which are unrelated to "Uptime".

- 99.5% to 100% will result in a credit of: 0%
- 99.0% to 99.49% will result in a credit of: 10%
- 98% to 99% will result in a credit of: 25%
- 0% to 97.9% will result in a credit of: 100%

To receive a credit, the Customer must make a request in writing to the Customer's Reseller. Each request in connection with this Uptime Guarantee must include the dates and times of the Downtime, the name and IP address of the Instance or Instances which experienced the Downtime. The request must be received by EpiGrid from the Reseller within five (5) business days after the incident of purported Downtime. If the purported Downtime is confirmed by EpiGrid, credit will be granted to the Customer. The Customer's Reseller is responsible for any credits applied to the Customer's accounts, and all Customer communication shall be with and between the Customer and the Customer's Reseller.

The total amount credited in a particular Service Term under this Uptime Guarantee shall not exceed the total amount of fees paid for such Service Term for the affected Services. Credits are exclusive of any applicable taxes charged to the Customer or collected by the Reseller and are the Customer's sole and exclusive remedy with respect to any Downtime.

Downtime caused by any of the following shall not result in any obligation by EpiGrid to provide a credit:

6.1.2025

- Force Majeure events
- Emergency maintenance
- Scheduled maintenance
- System upgrades
- Domain name system (DNS) problems outside of EpiGrid's control
- Issues with FTP, POP, IMAP, or SMTP Customer access
- Acts or omissions by the Customer or any of the Customer's employees or agents, resulting in downtime
- Any negligence, willful misconduct, or use of the services in breach of EpiGrid's Acceptable Use Policy
- Problems with users' web browsers, DNS, or other caching that might make it appear the Services are unavailable even though others can still access the EpiGrid's servers.

16. Data

RESELLER SPECIFICALLY AGREES AND ACKNOWLEDGES AND SHALL ADVISE ITS CUSTOMERS THAT THE EPIGRID SERVICES ENVIRONMENT (INCLUDING ALL DATA) WILL BE DELETED AFTER TERMINATION OF AN ORDER OR THE TERMINATION OF SERVICES, PROVIDED, HOWEVER, THAT RESELLER AND ANY APPLICABLE CUSTOMER SHALL HAVE SIXTY (60) DAYS PRIOR TO SUCH DELETION TO REQUEST AND RECEIVE THE TRANSFER OF ALL APPLICABLE DATA TO RESELLER OR SUCH CUSTOMER OR ITS DESIGNEE, AS DETERMINED IN RESELLER'S SOLE DISCRETION. SUBJECT TO THE FOREGOING, RESELLER AND RESELLER'S CUSTOMERS ARE SOLELY RESPONSIBLE FOR COPYING ANY DATA OR INFORMATION STORED IN THE EPIGRID ENVIRONMENT PRIOR TO ANY MUTUALLY AGREED UPON OR UNILATERAL TERMINATION. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EPIGRID IS NOT RESPONSIBLE FOR ANY OVERSIGHT, MANAGEMENT, REVIEW, OR PERFORMANCE OF ANY DATA WHATSOEVER THAT RESELLER OR ITS CUSTOMERS PROVISION OR STORE ON EPIGRID SERVICES.

17. Disclaimer of Warranties

The Customer acknowledges and agrees that EpiGrid exercises no control over, and accepts no responsibility for, the content of the information passing through the host computers, network hubs and points of presence or the Internet. NEITHER EPIGRID, ITS EMPLOYEES, AFFILIATES, AGENTS, RESELLERS, SUPPLIERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS NOR THE LIKE MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT FOR THE SERVICES OR ANY EQUIPMENT EPIGRID PROVIDES. NEITHER EPIGRID, ITS EMPLOYEES, AFFILIATES, AGENTS, RESELLERS, THIRD-PARTY INFORMATION PROVIDERS, MERCHANTS, LICENSORS OR THE LIKE, WARRANT THAT THE SERVICES WILL NOT BE INTERRUPTED OR ERROR FREE; NOR DO ANY OF THEM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION SERVICES OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. EPIGRID IS NOT LIABLE FOR THE CONTENT OR LOSS OF ANY DATA TRANSFERRED EITHER TO OR FROM THE CUSTOMER OR STORED BY THE CUSTOMER OR ANY OF THE CUSTOMER'S CLIENTELE VIA THE SERVICES PROVIDED BY EPIGRID.

18. Indemnification

The Customer agrees to indemnify, hold harmless, and defend EpiGrid and all directors, officers, employees, Resellers, and agents of EpiGrid from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings (whether legal or administrative) and expenses (including but not limited to reasonable legal fees) arising out of or relating to the use of the Services by the Customer, including any violation of this Policy or the Privacy and Acceptable Use Policy. Such claims shall include, but shall not be limited to, claims based upon trademark, service mark, trade name, copyright and patent infringement, trademark dilution, tortious interference with contract or prospective business relations, unfair competition, defamation or injury to reputation, or other injuries or damage to business.

19. Limitation of Liability

IN NO EVENT SHALL EPIGIRD BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, DATA OR USE, SUFFERED BY THE CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT OR STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF EPIGIRD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event will EpiGrid's liability for any damages, losses, and causes of actions whether in contract or tort (including negligence or otherwise) exceed the actual dollar amount paid by the Customer for the Services during the 12-month period prior to the date the damage or loss occurred or the cause of action arose. The provisions of this Policy pertaining to Uptime Guarantee provide the sole remedy to the Customer for system Downtime.

20. Force Majeure

EpiGrid shall not be liable for failure or delay in performing its obligations under this Policy if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, terrorist or other attack, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Services.

21. Intellectual Property

The Customer represents and warrants that their use of the Services shall not infringe the intellectual property or other proprietary rights of EpiGrid, the Reseller, or any third party. The Customer further acknowledges that all rights, title and interests in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of EpiGrid is owned by EpiGrid and/or its licensors. Unless otherwise specifically provided in this Policy, the Customer shall have no rights, title, claims or interests in or to EpiGrid's intellectual property.

The Customer shall not copy, modify or translate any EpiGrid intellectual property or related documentation, or decompile, disassemble or reverse engineer the same, to use it other than in connection with the Services, or grant any other person or entity the right to do so. Unless otherwise specifically provided in this Policy or a Service Order, the Customer is not authorized to distribute or to authorize others to distribute EpiGrid intellectual property in any manner without the prior written consent of EpiGrid.

EpiGrid respects the intellectual property of others, and we ask the Customer to do the same. EpiGrid may, in appropriate circumstances and at its discretion, disable and/or terminate the Account of Customer's who may be repeat infringers.

22. Governing Law and Forum Selection

This Agreement shall be interpreted and construed according to, and governed by, the laws of the State of Delaware, without regard to conflict of laws principles.

23. Waiver and Modification

Except as otherwise provided herein, this Policy may not be amended except through a writing executed by the parties. Any failure or delay in exercising any right, remedy, or power under this Policy shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, or power provided herein or by law or in equity. The waiver by any party of the time for performance of any act or condition hereunder shall not constitute a waiver of the act or condition itself.

24. Assignment and Severability

Neither party may assign, transfer, or otherwise dispose of, either in whole or in part, its interest in or rights or any Service Agreement or Quote without the prior written consent of a duly authorized officer of the other party; however, Service Provider or Customer may assign its rights and obligations under this agreement to its successor by way of merger, corporate reorganization of sale of all or substantially all of its assets.

25. Additional Incorporated Agreements

Additional amendments to the Policy, when noted, are amendments to this Policy and are to be incorporated into it. Examples include terms of service for promotional offers and other additional terms of service.
The Customer agrees that by creating, using, or otherwise engaging in business with EpiGrid/EpiGrid Reseller, that they have fully read, fully understand and agree to these Terms of Service. The Customer understands that the Terms of Service in the Policy are legally binding and that they are authorized to enter into such agreements on behalf of their organization.