Doppel

SAAS SOLUTION AGREEMENT

This SaaS Solution Agreement ("**Agreement**") is entered into as of the last date of signature below (the "**Effective Date**") by and between Doppel Inc., a Delaware corporation with a place of business at 440 N Barranca Ave #5110, Covina, CA 91723 ("**Doppel**"), and the customer listed below ("**Customer**"). There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the Effective Date.

1. SAAS SOLUTION AND SUPPORT

1.1   License. During the term of Customer's subscription license as stated in an applicable Order Form ("**Term**"), and subject to payment of applicable fees, Doppel grants to Customer a limited, non-exclusive, non-sublicensable and non-transferable license to access and use Doppel's software-as-a-service and related offerings made available by Doppel, including the Doppel Vision Guide ("**Documentation**"), Doppel Vision platform and associated code, APIs, integrations, and content (collectively, the "**Solution**") solely for Customer's internal business purposes in accordance with this Agreement, including the restrictions in Section 2 (the "**License**"). Unless otherwise set forth in an applicable Order Form, the License shall be enterprise-wide for use by an unlimited number of Users. No rights are granted to the Solution except as explicitly set forth in this Agreement, and all such other rights are expressly reserved by Doppel. Customer may allow its Affiliate(s) to use the Solution provided that (a) the Affiliate only uses the Solution in accordance with the terms and conditions of the License for Customer's or Affiliate's internal business purposes and subject to any usage restrictions in an Order Form, and (b) Customer is responsible for and remains liable for the Affiliate's use of the Solution in compliance with the terms and conditions of this Agreement. "**Affiliate**" means, with respect to any party, an entity that directly or indirectly is controlled by, controls, or is under common control with such party.

1.2   Managed Service Provider. If Customer uses a third party to manage its IT resources ("**Managing Party**"), then subject to the Managing Party's compliance with this Agreement, Customer may allow it to use the Solution for Customer's benefit under the same terms as Customer's Affiliates. Customer remains fully responsible for all acts and omissions of the Managing Party, including its use of the Solution.

1.3   Orders. If Customer orders from a Doppel-authorized business partner ("**Reseller**"), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Doppel's provision and Customer's license to the Solution whether Customer orders from Doppel or a Reseller. If Customer orders directly from Doppel, Customer will pay Doppel the fees for the subscription term set forth in the applicable ordering document entered into by Doppel and Customer or purchase order(s) accepted by Doppel (each an "**Order Form**"); provided, however, that Doppel reserves the right to change the fees and/or to institute new charges and fees applicable to any renewal Order Form by notifying Customer (email sufficient) of such change(s) at least sixty (60) days prior to the commencement of the applicable renewal term.

1.4   Support. Subject to this Agreement, Doppel may provide technical support for the Solution in accordance with its then-current support policies (the "**Support**"). Certain technical support offerings may be available only on a paid basis or subject to additional terms. Doppel makes no guarantees regarding the availability, scope, response times, or resolution of any technical support.

1.5   Modifications. Doppel may modify the Solution, Documentation, support practices, or related policies from time to time. Any such modifications will apply upon notice or continued use of the Solution. Doppel may, but is not obligated to, make generally available updates or enhancements available to Customer.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Prohibited Use. Customer shall not use the Solution for any purposes beyond the scope of the License. Without limiting the foregoing, Customer shall not, nor permit personnel of Customer or its Affiliates who are authorized by Customer to access or use the Solution ("**Users**") or Affiliates to: (a) resell, rent, sublicense, lease, time-share, publish, transfer or otherwise make the Solution available to any third party, including for third-party training, commercial time-sharing, application service provider or service bureau use; (b) copy, modify, adapt or make derivative works of the Solution; (c) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms relevant to the Solution or to any software, including the Doppel Vision platform and any application programming interface(s) made available by Doppel (provided that the foregoing shall not apply to the extent expressly prohibited by law or be construed to prohibit Customer from configuring the Solution to the extent permitted by the Solution's standard user interface); (d) remove, obscure, or alter Doppel's proprietary notices, trademarks, or other proprietary rights notices affixed to or contained in the Solution; (e) use the Solution in contravention

of any federal, state, local, foreign or other applicable law, or rules or regulations of regulatory or administrative organizations; (f) introduce into the Solution any virus or other code or routine intended to disrupt or damage the Solution or its content, or collect information about the Solution or its users; (g) use the Solution in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity; (h) access the Solution for the purpose of competitive benchmarking or building a competitive product or service or copying its features, content or user interface, including by screen scraping; or (i) access or use the Solution by means of any interfacing or program, script, automated or agentic or any machine learning, deep learning, or other artificial intelligence technology, model, platform or system ("**AI Technology**") tool, electronic agent or "bot". Customer is responsible for ensuring Users comply with this Agreement.

2.2   Export Compliance and Government Use. Customer will not export or re-export the Solution in violation of U.S. export laws or regulations. The Solution and any software are "commercial items," "commercial computer software," and "commercial computer software documentation" as defined under the applicable FAR and DFAR regulations, and any U.S. Government use or disclosure is governed solely by this Agreement and only as expressly permitted herein.

2.3   Customer Equipment. Customer will furnish and maintain any equipment, resources and ancillary services needed to access the internet and connect to and use the Solution (including hardware, servers, software, operating systems, networking, telecommunications connectivity, and web servers) (collectively, "**Customer Systems**"). Doppel will not have any access to Customer Systems except as otherwise mutually agreed by the parties.

2.4   Customer Obligations. Customer will be responsible for (a) providing Doppel with any requested documentation necessary to evidence that Doppel is authorized to take down online assets and content and effect other remedial measures, including by executing Doppel's standard form of Letter of Authorization; (b) providing all Customer Data that is needed to enable operation of the Solution and as may be reasonably requested by Doppel from time to time; and (c) providing, and ensuring that any relevant third parties provide, all cooperation and assistance Doppel reasonably requests to enable Doppel to exercise its rights and perform its obligations under this Agreement. "**Customer Data**" means data or information in the form provided by Customer that is input into or stored in the Solution or otherwise made available to Doppel in connection with the Solution.

2.5   Evaluations. From time to time, Doppel may make the Solution and Support available to Customer for an Evaluation until the earlier of (a) the end of the free trial period as agreed between Customer and Doppel, or (b) the start date of any Order Form for the applicable Solution on a paid basis, or (c) termination by either Doppel or Customer in its sole discretion at any time during the Evaluation. Notwithstanding anything else in this Agreement, to the maximum extent permitted by Law, Doppel provides no warranty, indemnity, service level agreement or support for an Evaluation and its aggregate liability for an Evaluation is limited to as set forth herein. "**Evaluation**" means access to the Solution on a trial basis, free of charge.

3.   **CUSTOMER DATA AND USAGE DATA**

3.1   Customer Responsibility. Customer represents and warrants that: (a) all Customer Data provided or made available (including through the Solution) by or on behalf of Customer to Doppel has been, and will be obtained, in accordance with all applicable agreements, privacy policies/notices, laws, rules, and regulations, including privacy and data protection laws, rules, and regulations (collectively "**Applicable Data Requirements**") to enable use by Doppel to perform this Agreement and make the Solution and Support available to Customer and its Users; (b) Customer has provided, and will provide throughout the Term, all necessary notices, and Customer has obtained, and will maintain throughout the Term, all rights, licenses, consents, approvals, and permissions with respect to the Customer Data required (i) to grant to Doppel the license and rights set forth in this Agreement, and (ii) for Doppel to perform this Agreement and make the Solution and Support available to Customer and its Users, in each case of (i) and (ii) without infringing, misappropriating, or otherwise violating any third-party rights or Applicable Data Requirements; and (c) the Customer Data does not contain and will not contain any viruses, Trojan horses, worms, time bombs, corrupted files, or other harmful or destructive code.

3.2   Right to Use Customer Data. Subject to Section 3.3, Customer hereby grants to Doppel a worldwide, perpetual, non-exclusive, royalty-free, right and license to access, use, copy, reproduce, store, distribute, transmit, modify, make derivative works of and disclose the Customer Data for Doppel's business purposes and the operation of the Solution including (a) to make the Solution available to Customer, to maintain the Solution, and to perform any other obligations of Doppel under this Agreement, including submitting Customer Data to third-party websites, social media, and mobile apps as necessary to perform services associated with the Solution; (b) to improve the Solution and other Doppel offerings; (c)

to develop new products or features; and (d) for data analysis, customer research, and identifying usage trends. For example, Doppel may use content included in the Customer Data, including Indicators of Compromise ("**IOCs**"), such as links within phishing emails, attachments, and malware, across its customer base for purposes of improving its threat management capabilities for Doppel's customers generally. The Affiliates and Representatives of Doppel shall be permitted to access and use Customer Data under the license in this Section, provided that Doppel shall remain responsible for any breach of the license by such entities. Doppel may use AI Technology, including AI Technology licensed from third parties ("**Third-Party AI Technology**"), in connection with the provision of the Support and the license in this Section, provided that Doppel shall not train or fine tune any AI Technology using Customer Data.

3.3   Usage Data. Doppel may monitor Customer's use of the Solution and Support and collect aggregated, anonymized statistical and performance data ("**Usage Data**"). Doppel owns all Usage Data, and Customer assigns Doppel any rights it may have in such data. Doppel may use Usage Data, during and after the Term, for any lawful purpose, including providing, maintaining, improving, and developing the Solution and other Doppel offerings, and for diagnostics and analytics.

4.   CONFIDENTIALITY; PROPRIETARY RIGHTS

4.1   Each party may receive (the "**Receiving Party**") non-public business, technical, or financial information ("**Confidential Information**") of the other party (the "**Disclosing Party**"). Doppel's Confidential Information includes the Solution and Support. Customer's Confidential Information includes the Customer Data. The Receiving Party shall: (a) protect the Confidential Information using at least reasonable care; (b) use the Confidential Information solely to exercise its rights or perform its obligations under this Agreement; and (c) disclose the Confidential Information only to its employees, contractors, consultants, or agents ("**Representative**") with a need to know and who are bound by confidentiality obligations at least as protective as those herein. The Receiving Party is responsible for any breach of this Section by its Representatives.

4.2   Confidential Information does not include information that the Receiving Party can document: (i) was lawfully known prior to disclosure; (ii) was rightfully received from a third party without restriction; or (iii) was independently developed without use of the Disclosing Party's Confidential Information. Confidential Information may be disclosed if required by law, provided the Receiving Party gives reasonable prior notice (where legally permitted). Confidential Information that constitutes a trade secret shall be protected for so long as it remains a trade secret, and all other Confidential Information shall be protected for five (5) years from disclosure.

4.3   Subject to the licenses and rights expressly granted in this Agreement: (a) Customer owns and will retain all right, title, and interest in and to the Customer Data, and (b) Doppel owns and will retain all right, title, and interest in and to (i) the Solution and all improvements, enhancements, and/or modifications thereof, and (ii) all software, applications, inventions, and/or other technology developed or provided in connection with any Support.

4.4   To the extent Customer or its personnel provide any feedback in any form, including suggestions or recommended changes and requests for new features or enhancements, regarding the Solution or Support ("**Feedback**"), Customer grants Doppel a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use, copy, modify, and otherwise exploit such Feedback for any business purpose without attribution or compensation.

5.   TERM AND FEES

5.1   This Agreement begins on the Effective Date and remains in effect so long as an Order Form is in effect (the "**Term**"). Each Order Form terminates automatically upon expiration of the subscription license term set forth in the Order Form.

5.2   Reseller Orders. If Customer orders from a Doppel-authorized business partner ("**Reseller**"), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Doppel's provision and Customer's license to the Software whether Customer orders the Software from Doppel or a Reseller.

5.3   Direct Orders. If Customer orders directly from Doppel, Customer will pay Doppel the fees for the subscription term set forth in the Order Form; provided, however, that Doppel reserves the right to change the fees and/or to institute new charges and fees applicable to any renewal Order Form by notifying Customer (email sufficient) of such change(s) at least sixty (60) days prior to the commencement of the applicable renewal term. Doppel may choose to bill through an invoice, in which case Customer will pay all invoiced amounts within thirty (30) days of the date of the applicable invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. The failure to pay invoices in accordance herewith

may result in immediate suspension or termination of the License to the Solution. Customer will be responsible for all taxes associated with the Solution and Support other than U.S. taxes based on Doppel's net income.

5.4   Termination. In addition to any other remedies it may have, either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party breaches this Agreement and such breach: (a) is incapable of cure; or (b) being capable of cure, remains uncured for thirty (30) days or more after the non-breaching Party provides the breaching Party with written notice of such breach.

5.5   Upon expiration or termination of this Agreement, the rights and License granted under this Agreement shall immediately cease, Customer and its Users will immediately cease use of the Solution, and Customer's access to Customer Data via the Solution will terminate. Customer will pay in full all Fees owed up to and including the last day on which access is provided. All sections of this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive such termination or expiration, including Sections 3, 4, 5, 6.1, 7, 8, 9, and 10.

6.   WARRANTY AND DISCLAIMER

6.1   Customer acknowledges that the Solution and Support may rely on third party data sources and could contain inaccuracies, omissions or errors. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DOPPEL DOES NOT WARRANT THAT THE SOLUTION OR SERVICES WILL BE ERROR FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOLUTION, AND DOPPEL SHALL NOT BE LIABLE FOR ANY LOSS, LIABILITY OR DAMAGE OF ANY KIND RESULTING FROM SUCH ERRORS OR RESULTS.

6.2   Doppel warrants that during the Term the Solution will conform in all material respects to its applicable Documentation and that Support will be performed a professional and workmanlike manner. Customer will notify Doppel within thirty (30) days after the occurrence of the event giving rise to a warranty claim. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THAT DOPPEL, IN RESPONSE TO WRITTEN NOTICE OF A WARRANTY CLAIM, SHALL, AT ITS OPTION AND OWN EXPENSE, EITHER: (A) CORRECT THE NON-CONFORMITY TO THE ABOVE STANDARD; OR (B) TERMINATE THE AGREEMENT AND REFUND ANY UNEARNED, PREPAID FEES. The foregoing warranties are contingent upon the proper installation and use of the Solution as described in the Documentation and this Agreement. Doppel will have no responsibility or liability under the warranties in this Section resulting from (a) Customer's misuse or mis-operation of the Solution contrary to the Documentation; or (b) any modification of the Solution by Customer or any third party.

6.3   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SOLUTION AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND DOPPEL DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND THOSE ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

7.   INDEMNIFICATION

7.1   Doppel Indemnity. Doppel will indemnify, defend, and hold harmless Customer and its Affiliates, and its and their respective officers and Representatives, from and against all damages, losses, liabilities, settlements, costs, and expenses (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by any of them that arise from a third-party claim or action (a) that the Solution or Support infringes upon or misappropriates such third party's intellectual property rights (an "**Infringement Claim**"), or (b) that alleges Doppel's gross negligence or intentional misconduct. Doppel shall have no obligation under this Section to the extent that any Infringement Claim is based on or related to (i) Customer Data, (ii) use of the Solution in a manner not specified in applicable Documentation, (iii) use of the Solution in violation of law or this Agreement, or (iv) the combination of the Solution with other programs, software, data, hardware or materials not provided by Doppel. If Customer's use of the Solution is enjoined by reason of an Infringement Claim, Doppel's sole obligation shall be to procure the right for Customer to continue using the Solution, or if such remedy is not available on a commercially reasonable basis, Doppel will refund any unearned, prepaid fees, and this Agreement shall terminate without any further liability of Doppel. The foregoing states the entire liability of Doppel with respect to any Infringement Claim.

7.2   Customer Indemnity. Customer will indemnify, defend, and hold harmless Doppel and its Affiliates, and its and their respective officers and Representatives ("**Doppel Parties**"), from and against any and all Losses incurred by any of them in connection with any claim or action that arises in connection with (a) Customer's breach or violation of its representations or obligations in Section 2.1(e), 2.1(g), 2.2, or 3.1, (b) Customer's use of the Solution (except to the extent Doppel is obligated to indemnify Customer under Section 7.1), or (c) Customer Data.

7.3   Procedure. A Party seeking indemnification hereunder (an "**Indemnified Party**") shall give the Party from whom indemnification is sought (the "**Indemnifying Party**"): (i) reasonably prompt notice of the relevant claim; provided, however, that failure to provide such notice shall not relieve the Indemnifying Party of its liability or obligation hereunder except to the extent of any prejudice directly resulting from such failure; (ii) reasonable cooperation, at the Indemnifying Party's expense, in the defense of such claim; and (iii) the right to control the defense and settlement of any such claim, provided, however, that any settlement that admits liability or otherwise prejudices the rights or interest of the Indemnified Party shall require the consent of the Indemnified Party. The Indemnified Party shall have the right to participate in any defense at its own expense.

8.   LIMITATION OF LIABILITY

8.1   TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS REPRESENTATIVES SHALL BE RESPONSIBLE OR LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES; PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; OR LOSS OF USE, DATA, BUSINESS, OR PROFITS, IN EACH CASE WITH RESPECT TO ANY SUBJECT MATTER ARISING OUT OF OR RELATED TO THE AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

8.2   TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EITHER PARTY OR ITS AFFILIATES FOR ANY CLAIMS OR LOSSES ARISING OUT OF OR RELATED TO THE AGREEMENT OR ITS SUBJECT MATTER, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO DOPPEL, IF ANY, UNDER THE AGREEMENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE ACT THAT GAVE RISE TO THE LIABILITY (THE "**DAMAGE CAP**").

8.3   THE LIMITATIONS IN SECTIONS 8.1 AND 8.2 WILL NOT APPLY WITH RESPECT TO A BREACH OF SECTION 4 (CONFIDENTIALITY; PROPRIETARY RIGHTS) OR WITH RESPECT TO DAMAGES FOR WHICH A PARTY HAS AN OBLIGATION TO INDEMNIFY THE OTHER PARTY HEREUNDER. The provisions of this Agreement allocate the risks between Doppel and Customer. The fees charged reflect this allocation of risk and the limitations of liability in this Agreement.

9.   FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance, other than payment of amounts owed, resulting from acts or circumstances beyond the reasonable control of such Party, including acts of God, pandemics, epidemics, strikes or other labor disputes, acts of war, acts of terror, governmental regulations or orders promulgated after the Effective Date, communication service failures not caused by such Party's negligence, power failures, fires, floods, earthquakes or other disasters (each a "**Force Majeure Event**"); provided that (i) such Party promptly notifies the other Party in writing of the Force Majeure Event, (ii) such Party uses commercially reasonable efforts to mitigate and minimize the effects of such Force Majeure Event, and (iii) such Party resumes performance as soon as reasonably practicable after the Force Majeure Event ceases or is mitigated.

10.   MISCELLANEOUS

10.1   This Agreement is not assignable or transferable by Customer except with Doppel's prior written consent. Doppel may transfer or assign this Agreement, or any of its rights and obligations under this Agreement to an Affiliate or any successor to its business or assets. The terms and conditions of this Agreement will inure to the benefit of, and be binding upon, the respective permitted successors and assigns of the parties. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be eliminated or modified to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The Parties agree that any invalid provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

10.2   This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, provided that any trade secrets or other confidential information protected thereunder by any existing Confidentiality or Non-Disclosure Agreement between the Parties shall remain in effect. In the

event of a conflict between this Agreement and the terms of an Order Form, this Agreement shall prevail unless the Order Form expressly states that it is overriding the conflicting term of this Agreement.

10.3   Customer acknowledges and agrees that Doppel may use Customer's name and logo (i) to identify Customer as a customer of Doppel and a user of the Solution on its website and in printed customer lists, (ii) in sales presentations, marketing collateral, and promotional videos, (iii) for press releases and other public announcements, and (iv) for display at industry events, conferences, and trade shows. In addition, Doppel shall be permitted to develop and publish promotional content (collectively, "**Promotional Content**") featuring Customer's use of the Solution or Support, and Customer will reasonably cooperate in the creation thereof. Such Promotional Content may include: (a) written case studies, (b) Customer video testimonials, or (c) quotes from Customer. Doppel shall obtain Customer's prior written approval (not to be unreasonably withheld) over the final proposed form of Promotional Content prior to its initial public release or distribution. Customer shall have seven (7) business days from receipt of a draft to provide feedback or approval. If no feedback or approval is received within this period, the content shall be deemed approved.

10.4   No waiver by either Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by an authorized representative of the Party so waiving. No waiver of any provision or right shall affect the right of the waiving Party to enforce any other provision or right this Agreement. Customer does not have any authority of any kind to bind Doppel in any respect whatsoever.

10.5   All notices under this Agreement must be in writing and sent to the contact details provided. Notices will be deemed given when received if delivered personally or by certified/registered mail; when electronically confirmed if sent by fax or email; and the next day if sent by overnight courier. Email may be used for operational or minor matters, but not for notices of indemnity, breach, default, or litigation.

10.6   This Agreement will be governed by the laws of the State of California, without regard to its conflict of laws principles. Before taking any legal action to resolve a dispute arising out of or concerning this Agreement, a Party will initiate informal dispute resolution by giving written notice on the other Party. Upon such initiation, the Parties shall attempt in good faith to negotiate a resolution using appropriate high-level employees with decision making authority. If the Parties cannot agree on a resolution or if the informal resolution process lasts for more than forty-five (45) days, either party shall be entitled to initiate litigation of the dispute. In any action or proceeding to enforce rights under this Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.