

BUSINESS PROCESS MANAGEMENT CONSULTING SERVICES AGREEMENT

This Business Process Management Consulting Services Agreement (“Agreement”) by and between Joyce Akiko Consulting, LLC (“Akiko”), and you, the individual accepting this agreement (“Client”), is made and entered into as of the date that you accept this agreement (“Effective Date”).

WHEREAS, AKIKO is in the business of, inter alia, providing consulting services relating to business process management (“BPM Services”); and

WHEREAS, pursuant to this Agreement signed by both parties and any deliverables schedules (each, a “Statement of Work” or “SOW”), Client desires to engage AKIKO to perform certain BPM Services;

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and intending to be legally bound, the parties hereby agree as follows:

1. INCORPORATION OF RECITALS; SCOPE OF BPM SERVICES; FEES

1.1 The parties hereby incorporate the above recitals by reference as though set forth fully herein.

1.2 Subject to the terms and conditions of this Agreement, AKIKO shall perform the BPM Services for Client, as described in the Statement of Work attached to this Agreement as Exhibit “A,” and in any subsequent Statements of Work upon which the parties may subsequently agree.

1.3 In exchange for the BPM Services, Client shall pay AKIKO the fees set forth within this Agreement, in accordance with the schedule set forth in this Agreement..

2. TITLE; LICENSES

2.1 “AKIKO IP” shall mean any and all trademarks, trade names, trade dress and service marks of AKIKO, as well as all depictions, displays, mask works, figures, events, exhibitions, broadcasts, stories, ideas, all other works of authorship, in any medium, to which AKIKO holds the copyright, and information fixed in any tangible medium of expression (whether or not protectable under copyright laws) together with any and all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws) as well as any other intellectual property belonging to AKIKO, and that AKIKO owns separate and apart from AKIKO’s work for Client pursuant to this Agreement.

2.2 “Client Content” shall mean any and all trademarks, trade names, trade dress and service marks of Client or of any third party, as well as all depictions, displays, mask works, figures, events, exhibitions, broadcasts, stories, ideas, all other works of authorship, in any medium, to which Client or any third party holds the copyright, and information fixed in any tangible medium of expression (whether or not protectable under copyright laws) together with any and all discoveries, designs, developments, improvements, inventions (whether or not protectable

under patent laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws) as well as any other intellectual property belonging to Client or any third party that Client directs AKIKO to incorporate or use in connection with the BPM Services.

2.3 “Work Product” means all documents, items, information, analysis, advice and other materials that Client allows or directs AKIKO to incorporate or use in connection with the BPM Services, including any AKIKO IP incorporated into the BPM Services, as well as Client Content. With the exception of AKIKO IP, upon Client’s payment of the sums required by this Agreement, Client shall own all right, title and interest in the Work Product, and shall have a license in and to the AKIKO IP incorporated into the Work Product as described in Section 2.5 herein.

2.4 Client hereby grants to AKIKO, during the Term of the Agreement as defined in Section 7.1 herein, a worldwide, non-exclusive license to use, modify, enhance, edit, translate, adapt, copy, display, perform, and otherwise create derivative works of the Client Content, solely for the purposes of this Agreement. AKIKO may not use the Client Content for any other purposes, and may not distribute the Client Content or any derivative works thereof to any third party, except pursuant to the written direction of Client. The parties agree and understand that Client otherwise retains its right, title and interest to and in Client Content and all derivative works thereof, including any such works developed through multiple generations of derivative works.

2.5 Except as expressly granted and specified in this Agreement, title to all AKIKO IP shall remain the sole property of AKIKO. Client acknowledges and agrees that no right, title, or interest in or to the AKIKO IP is granted under this Agreement by implication or otherwise, except as expressly granted and specified in this Agreement or the applicable SOW. Effective upon Client’s payment of all of the fees referenced in this Agreement, AKIKO grants Client a perpetual, non-exclusive, transferable, worldwide, paid-up, royalty-free license to use, modify, enhance, edit, translate, adapt, copy, display, perform, and otherwise create derivative works of and from the AKIKO IP incorporated into the Work Product (the “Work Product License”).

3. ASSIGNMENT

3.1 Neither party may assign its respective rights or obligations under this Agreement without the express written consent of the other party.

4. CONFIDENTIALITY

4.1 Each Party (the “disclosing Party”) may not disclose to the other Party (the “receiving Party”) and their respective designated agents confidential and proprietary information and trade secrets, including without limitation, software and hardware designs and specifications, equipment, software (including not by way of limitation source and binary code), plans, drawings, data, prototypes, discoveries, research, developments, processes, procedures, intellectual property and information relating to customers, marketing plans and future products, business data, internal organizational structure, methods of operations, business processes, forecasts, and financial information and such other information disclosed pursuant to conditions of confidentiality, whether disclosed prior to, upon or after execution of this Agreement, as well as the terms and conditions (but not the mere existence) of this Agreement (hereinafter “Proprietary Information”). Each Party as a receiving Party agrees that it will not in any manner

use, copy, disclose or otherwise communicate any Proprietary Information of the disclosing Party to any person or entity without the prior written consent of the disclosing Party.

4.2 To the extent a receiving Party copies or reproduces any Proprietary Information belonging to the disclosing Party, such copies or reproductions shall bear the copyright or proprietary notices contained in the original provided by the disclosing Party. The inclusion of any copyright notice on any such material shall not cause, or be construed to cause, the material to be a published work.

4.3 Each receiving Party shall advise the disclosing Party promptly in writing if the receiving Party has actual knowledge of any unauthorized use or disclosure of the disclosing Party's Proprietary Information, or other violation of its intellectual property rights by any of the receiving Party's employees or agents and shall provide the disclosing Party reasonable assistance in enforcing its intellectual property rights at the receiving Party's expense.

4.4 The Parties' obligations pursuant to this Article 4 shall survive termination of this Agreement for a period of five (5) years from the date of termination of this Agreement, except that such obligations shall remain in effect to the extent that, and for as long as, certain Proprietary Information of the disclosing Party, including source code, constitutes one or more trade secrets under applicable law. In addition, particular information of a disclosing Party shall cease to be Proprietary Information if the disclosing Party discloses such information to the general public, or makes it available to third parties without restriction.

5. WARRANTIES OF AKIKO

5.1 AKIKO will perform all BPM Services in a good, workmanlike and professional manner, and substantially in conformance with the description of the BPM Services contained within the applicable SOW. Other than may as be described in the applicable SOW, AKIKO does not warrant that the BPM Services will enable Client to achieve any particular business, income or revenue result. AKIKO'S warranty provided pursuant to this paragraph extends only to AKIKO's BPM Services and not to the products or services provided to Client by third party providers in connection with any activities described in any applicable SOW.

5.2 SUBJECT ONLY TO THE PROVISIONS OF SECTION 9, THE EXTENT OF AKIKO'S LIABILITY UNDER THE WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER REMEDIES IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF ANY DEFECTIVE ITEM(S) OR ERRORS IN THE BPM SERVICES, AS APPLICABLE, AT AKIKO'S OWN COST AND EXPENSE. THIS LIABILITY DOES NOT EXTEND OR APPLY TO DEFECTIVE ITEMS OR ERRORS IN THE PRODUCTS OR SERVICES PROVIDED BY THIRD PARTY PROVIDERS IN CONNECTION WITH ANY ACTIVITIES DESCRIBED FOR A PERIOD OF FIVE (5) YEARS FROM THE TERMINATION OF THIS AGREEMENT.

5.3 THE FOREGOING WARRANTIES OF AKIKO, AND THE WARRANTIES OF AKIKO SET FORTH IN SECTION 11.1 HEREIN, ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE BPM SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, PROJECT

TIMELINE OR DURATION, AND FITNESS FOR A PARTICULAR PURPOSE. AKIKO SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO CLIENT BY EITHER AKIKO OR THIRD PARTY PROVIDERS IN CONNECTION WITH ANY ACTIVITIES DESCRIBED IN ANY APPLICABLE SOW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY, REMEDY

6.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AKIKO SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH THE FURNISHING, PERFORMANCE OR USE BY CLIENT OF THE BPM SERVICES, OR IN CONNECTION WITH CLIENT'S USE OF ANY PRODUCTS OR SERVICES PROVIDED TO CLIENT BY ANY THIRD PARTY PROVIDERS IN CONNECTION WITH ANY ACTIVITIES DESCRIBED IN PROJECT PLANS, COMMUNICATIONS, OR ANY APPLICABLE SOW, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST OR ANTICIPATED PROFITS, OR DAMAGE ARISING FROM DATA LOSS OR DISCLOSURE, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER AKIKO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE REMEDIES OF CLIENT SET FORTH UNDER SECTION 5 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF CLIENT FOR ANY BREACH OF ANY OBLIGATIONS OF AKIKO DESCRIBED THEREIN.

6.2 WITHOUT LIMITATION OF SECTION 6.1 HEREIN, AKIKO'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY DEFAULT IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO ANY FEES THEN PAID BY CLIENT TO AKIKO UNDER THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement (hereinafter the "Term") shall begin on the date of the execution of this Agreement. Each new or additional SOW shall be made a part of this Agreement and shall extend the Term of this Agreement for the duration of the SOW.

7.2 AKIKO may, at its option, terminate this Agreement immediately upon delivery of written notice to Client in the event that (i) Client defaults in the payment of any amounts set forth in the SOW by their respective due dates and fails to remedy such default or other payment violation within fifteen (15) days after written notice from AKIKO; or (ii) Client breaches any other material obligation under this Agreement and fails to remedy such breach (provided such default or violation is capable of being cured) within thirty (30) days after written notice from AKIKO.

7.3 Client may, at its option, terminate this Agreement immediately upon delivery of written notice to Client in the event that AKIKO breaches any material obligation under this Agreement and fails to remedy such breach (provided such default or violation is capable of being cured) within thirty (30) days after written notice from Client.

7.4 THE PROVISIONS OF THIS AGREEMENT THAT BY THE VERY NATURE OF THOSE OBLIGATIONS EXTEND BEYOND THE TERMINATION OF THIS AGREEMENT SHALL

SURVIVE AND REMAIN IN FULL FORCE AND EFFECT IRRESPECTIVE OF THE TERMINATION OF THIS AGREEMENT PURSUANT TO THIS ARTICLE 7, INCLUDING, WITHOUT LIMITATION, THE PARTIES' RESPECTIVE OBLIGATIONS PURSUANT TO ARTICLE 4.

8. NOTICES

8.1 Any notices, requests and other communications shall be in writing and shall be deemed to be delivered (a) when delivered personally to the Party or to an officer of the Party to whom the same is directed, or (b) when sent by facsimile or registered or certified mail, return receipt requested, postage prepaid, addressed as specified on the first page of this Agreement. Changes in addresses or designated representatives of the parties may be effectuated by written notice pursuant to, and in accordance with this Section 8.1.

9. INDEMNITY

9.1 Subject to Section 9.4 herein, AKIKO shall defend, indemnify and hold Client harmless from any claim, liability, loss, cost or expense (including reasonable attorneys' fees) arising from any third party claim resulting from any breach by AKIKO of its warranties in Articles 11 of this Agreement.

9.2 Subject to Section 9.4 herein, Client shall defend, indemnify and hold AKIKO harmless from any claim, liability, loss, cost or expense (including reasonable attorneys' fees) arising from any third party claim resulting from any breach by Client of its warranties in Article 11 of this Agreement.

9.3 Subject to Section 9.4 herein, each Party agrees to indemnify, defend, and hold harmless the other Party from and against any claim, liability, loss, cost or expense (including reasonable attorneys' fees) brought by an unaffiliated third Party arising out of or resulting from any personal injury or death to persons or damage to property arising from the actions or omissions of a Party or its employees.

9.4 In the event either Party receives written notice of a claim or demand made by a third Party against it that would reasonably be expected to entitle such Party (the "Indemnified Party") to indemnification under this Section 9 (a "Third-Party Claim"), the Indemnified Party shall promptly give or cause to be given notice to the other Party (the "Indemnifying Party") of such Third-Party Claim, specifying the nature of such claim or demand and the amount claimed, if known. The Indemnified Party may participate in the defense or appeal of any Third-Party Claim at its own expense (such expense not being indemnified by the Indemnifying Party) and with attorneys of its own choice, provided, however, that the Indemnifying Party shall have sole control and authority with respect to any such defense, compromise, settlement, appeal or similar action, provided that the Indemnifying Party may not agree to any compromise or settlement that assesses liability or responsibility on any Indemnified Party without the prior written consent of the Indemnified Party, which consent the Indemnified Party may grant or refuse in the sole discretion of the Indemnified Party. The Indemnified Party shall provide the Indemnifying Party such assistance in such defense as the Indemnifying Party reasonably requests, at the Indemnifying Party's expense. In the event that the Indemnifying Party, within a reasonable time after notice of the Third-Party Claim, elects not to defend the Indemnified Party against such

Third-Party Claim, whether by failing to give the Indemnified Party notice or otherwise, then the Indemnified Party shall, upon further notice to the Indemnifying Party, have the right to undertake the defense of the Third-Party Claim for the account of the Indemnifying Party, and which shall reimburse the Indemnified Party.

9.5 Notwithstanding anything in this Article 9 to the contrary, without the Indemnifying Party's prior written consent, which consent shall not be unreasonably withheld, the Indemnified Party shall not settle or compromise any claim, suit or action for anything other than money paid by the Indemnifying Party for damages.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the laws of the United States of America applicable to contracts made and to be fully performed therein.

10.2 Any controversy or claim between the Parties or arising out of this Agreement or its performance shall be determined by one arbitrator in binding arbitration, in Philadelphia, Pennsylvania, administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules and the Optional Rules for Emergency Measures of Protection. The arbitration will be based on the submission of documents and there shall be no in-person or oral hearing. The arbitral award will be final and binding, and may be entered and enforced in any court of competent jurisdiction.

11. ADDITIONAL REPRESENTATIONS OF PARTIES

11.1 AKIKO represents and warrants to Client that (i) AKIKO has the full power, authority and legal right to enter into and perform this Agreement; (ii) the Agreement is a legal, valid and binding obligation of AKIKO, enforceable against AKIKO in accordance with its terms; (iii) AKIKO's grant to Client of the Work Product License described in Section 2.5 herein with respect to the BPM Services does not and will not violate or infringe any right of any person or entity; and (iv) AKIKO has not taken and will not take any action that interferes in any manner with Client's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement.

11.2 Client represents and warrants to AKIKO that (i) Client has the full power, authority and legal right to enter into and perform this Agreement; (ii) the Agreement is a legal, valid and binding obligation of Client, enforceable against Client in accordance with its terms; (iii) Client's grant to AKIKO of the license described in Section 2.4 herein with respect to Client Content does not and will not violate or infringe any right of any person or entity; and (iv) Client has not taken and will not take any action that interferes in any manner with AKIKO's rights under this Agreement or that is otherwise inconsistent with the terms of this Agreement.

12. MISCELLANEOUS

12.1 The headings in this Agreement are included for convenience only and shall not be used to interpret the terms and conditions of this Agreement.

12.2 This Agreement and any SOW made as a part of this Agreement contain the entire understandings and agreements of AKIKO and Client with respect to the subject matter hereof and supersedes all prior agreements, purchase orders (if any) or understandings related to the subject matter herein, oral or written (excluding any previously executed non-disclosure agreement or the like). Notwithstanding the foregoing, this Agreement shall not affect any other written agreement between the parties on any other subject unless expressly provided in writing and referred to in this Agreement.

12.3 Except as specifically set forth herein, this Agreement may be amended or terminated only by a written instrument executed by an authorized officer of AKIKO and Client.

12.4 No course of conduct, action or inaction on behalf of either Party shall be deemed to be a waiver of any of the Party's rights.

12.5 Neither Party shall be deemed to be in default of any provision of this Agreement or for any failure in the performance required of the Party to the extent caused by reason of fire, explosion, accidents, civil disorder, acts of government, or Acts of God, or any other causes beyond the Party's control.

12.6 If any provision of this Agreement is declared invalid, illegal or unenforceable, such decision shall not have the effect of invalidating or avoiding the remainder of this Agreement, it being the intent and agreement of the parties that this Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent, or, if such modification is not possible, by substituting therefor another provision that is valid, legal and enforceable and achieves the same objective.

12.7 This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12.8 Nothing in this agreement shall be construed to constitute or create a joint venture, partnership, or formal business organization of any kind and the rights and obligations of each Party shall be only those expressly set forth herein. Neither Party shall have authority to bind the other Party, and neither Party assumes any liabilities of the other Party.

12.9 AKIKO will have the right to make reference to Client in connection with information AKIKO may have accessed in the preparation of articles, essays, case studies, testimonials, or other writings concerning AKIKO's business. AKIKO may make reference to the existence of this Agreement and the fact of Client's use of the BPM Services by listing Client's name and logo on a customer list. The parties shall not otherwise discuss or disclose any of the terms hereof with or to any with any third parties, except as required by the Parties' respective accountants or auditors, or as required by law or by the order of a court of competent jurisdiction.

12.10 There are no third Party beneficiaries, intended or implied, under this Agreement.

12.11 Fees are due immediately upon invoice by Akiko. Deposits are nonrefundable. Invoices not paid in full within 30 days will result in a 10% penalty added to the invoice. Invoices not paid in full within 45 days will result in a 20% penalty added to the invoice, as well as a work stoppage until payment is received. Invoices that continue to go unpaid will incur a 20% penalty each 30 days.

12.12 Client will pay all fees for third party products and services that Client purchases pursuant to this SOW directly to the third party providers, and Akiko shall have no obligation to pay any sum on Client's behalf to such third party providers.

12.13 Client's rights and remedies against any third party providers in connection with any breach of any obligation on the party of such third party providers shall be solely against such third party providers and not Akiko, and shall be as set forth in Client's agreements with such third party providers.

12.14 You agree that either your electronic signature ("E-signature) or action taken by clicking the checkbox next to the text that reads "Please read and accept the Terms and Conditions in order to continue" on any website owned or operated by AKIKO related to the SOW attached ("Acceptance of the Online Terms and Conditions"), is the legal equivalent of your manual signature on this Agreement. By signing below or by providing your E-signature or Acceptance of the Online Terms and Conditions, you consent to be legally bound by this Agreement terms and conditions. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature or Acceptance of the Online Terms and Conditions, and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature, Acceptance of the Online Terms and Conditions, or any resulting contract between you and AKIKO. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement.

IN WITNESS WHEREOF, each of AKIKO and Client has executed this Agreement as of the day hereof.

JOYCE AKIKO CONSULTING, LLC
Joyce Akiko Hayden

A handwritten signature in black ink that reads "Joyce Akiko". The signature is written in a cursive, flowing style with a large initial "J" and "A".

Joyce Akiko Consulting, LLC - Consulting Services Agreement

Statement of Work, Exhibit A

Project Name: 30 Day Clean Up Crew

Project Duration: Projected to 30 Days

Scope of Work:

I will map out your existing sales process, then create efficiencies while remapping your process. I will research your existing systems and, based on the new efficiencies in your process map and your business goals or needs, I will research new systems so I may recommend them to you.

Deliverables:

- One 90-minute call with you to map out your existing sales process
- One hand-off call where I show you your new sales process, with recommendations involving new efficiencies and systems
- A list of new systems recommended for your business
- A PDF or PNG copy of your new process map

Please note:

All process maps, project plans, and system diagrams may be subject to change based on system configurations, integrations, and unforeseen system limitations during the course of our project(s) together.

I will always request your approval on new systems before installing them. If I make new system recommendations that are outside of your budget, I will refrain from installing them. In some cases, I will not be able to find a suitable replacement that is within your budget— in this case, you will have my recommendation with no new installation.

STATEMENT OF WORK AGREEMENT

This Statement of Work (“SOW”) by and between Joyce Akiko Consulting, LLC (“Akiko”), and you, the individual accepting this agreement (“Client”), is made and entered into as of the date that you accept this agreement (“Effective Date”).

WHEREAS, AKIKO is in the business of, inter alia, providing consulting services relating to the services in this Statement of Work (“SOW Services”)

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and intending to be legally bound, the parties hereby agree as follows:

No Guarantees or Warranties

OTHER THAN AS PROVIDED IN THIS SOW, AKIKO DOES NOT MAKE ANY WARRANTY OR GUARANTEE WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES, REPRESENTATIONS OF WARRANTIES, OF ANY NATURE WHATSOEVER, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR GUARANTEES (WHETHER EXPRESS OR IMPLIED) RELATED TO THIS SOW ON ANY ONLINE PLATFORM OR WEBSITE. AKIKO SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES OF MERCHANTABILITY, SUITABILITY, DURATION OR TIMELINE OF DELIVERY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID SERVICES.

Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, delays in communication from clients or third-party service providers, unforeseen issues due to system configuration options or downtime, system bugs or limitations, or system(s) integration capacities, and extenuating circumstances that are outside the control of either client, third party system or vendor, or AKIKO, or other similar causes beyond AKIKO's control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this agreement.