

Fill in this information to identify the case:

Debtor AgileThought, LLC

United States Bankruptcy Court for the: _____ District of Delaware
(State)

Case number 23-11308

**Official Form 410
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

<p>1. Who is the current creditor?</p>	<p><u>LinkedIn Corporation</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p>Where should notices to the creditor be sent?</p> <p><u>LinkedIn Corporation</u> <u>Fox Rothschild LLP</u> <u>Attn: David P. Papiez</u> <u>1001 4th Ave. Suite 4400</u> <u>Seattle, WA 98154</u></p> <p>Contact phone <u>206-389-1566</u></p> <p>Contact email <u>dpapiez@foxrothschild.com</u></p>	<p>Where should payments to the creditor be sent? (if different)</p> <p>Contact phone _____</p> <p>Contact email _____</p> <p>Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____</p>
<p>4. Does this claim amend one already filed?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0371 ____

7. How much is the claim? \$ 1,452,403.69. Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Software licensing agreement.

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature or property:
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/17/2024
MM / DD / YYYY

/s/Patty Montanez
Signature

Print the name of the person who is completing and signing this claim:

Name Patty Montanez
First name Middle name Last name

Title Assistant Credit Manager

Company LinkedIn Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 548-5856 | International (781) 575-2073

Debtor: 23-11308 - AgileThought, LLC		
District: District of Delaware		
Creditor: LinkedIn Corporation Fox Rothschild LLP Attn: David P. Papiez 1001 4th Ave. Suite 4400 Seattle, WA, 98154 Phone: 206-389-1566 Phone 2: Fax: Email: dpapiez@foxrothschild.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Authorized agent	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Software licensing agreement.	Last 4 Digits: Yes - 0371	Uniform Claim Identifier:
Total Amount of Claim: 1,452,403.69	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Patty Montanez on 17-Jan-2024 4:26:34 p.m. Eastern Time Title: Assistant Credit Manager Company: LinkedIn Corporation		

Fill in this information to identify the case:

Debtor 1 AgileThought, LLC

Debtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: District of Delaware

Case number 23-11308

Official Form 410**Proof of Claim**

04/22

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Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

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Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>LinkedIn Corporation</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
	<u>Fox Rothschild LLP; Attn: David P. Papiez</u> Name <u>1001 Fourth Avenue, Suite 4400</u> Number Street <u>Seattle WA 98154</u> City State ZIP Code Contact phone <u>206.389.1566</u> Contact email <u>dpapiez@foxrothschild.com</u>	_____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 3 7 1

7. How much is the claim? \$ 1,452,403.69. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
 \$ 130,297.02 Prepetition
 \$1,322,106.67 Contingent

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
Software licensing agreement.

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check one:

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

01/17/24

Executed on date MM / DD / YYYY

DocuSigned by:
Patty Montanez
A66598A26AB94B8...
Signature

Print the name of the person who is completing and signing this claim:

Name Patty Montanez
First name Middle name Last name

Title Assistant Credit Manager

Company LinkedIn Corporation
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 800 East Middlefield Road (Building 1)
Number Street
Mountain View CA 94043
City State ZIP Code

Contact phone _____ Email pmontanez@linkedin.com

In re AgileThought, LLC
 United States Bankruptcy Court for the District of Delaware
 Case No. 23-11308
 Proof of Claim Continued

LinkedIn Corporation (“**LinkedIn**”) and AgileThought, LLC (“**Debtor**”) are parties to Product Order FLD8272290684 (the “**Licensing Agreement**”). The Licensing Agreement is the contract through which Debtor obtained licenses and subscriptions for LinkedIn’s online services. The Licensing Agreement is an executory contracts for the non-exclusive license of intellectual property and payment of royalties of the type described by Section 365(n), and payments due under the Licensing Agreement constitute royalties. *In re Prize Frize*, 32 F.3d 426 (9th Cir. 1994). Debtor owes LinkedIn **\$130,297.02** under the Licensing Agreement as of the date of this Proof of Claim:

Prepetition Invoices (Exhibit A)

Product Orders	Invoice	Date	Description	Amount Due
FLD8272290684	10111963964	6/3/2023	1 of 12	\$130,297.02

Additionally, LinkedIn anticipates issuing the following quarterly invoices under the Licensing Agreement in the ordinary course of business totaling **\$1,322,106.67**:

Future Billing (Exhibit B)

Product Order	Invoice	Date	Description	Amount Due
FLD8272290684	n/a	3/2/2024	4 of 12	\$137,785.35
FLD8272290684	n/a	6/2/2024	5 of 12	\$144,509.86
FLD8272290684	n/a	9/2/2024	6 of 12	\$144,509.86
FLD8272290684	n/a	12/2/2024	7 of 12	\$144,509.86
FLD8272290684	n/a	3/2/2025	8 of 12	\$144,509.86
FLD8272290684	n/a	6/2/2025	9 of 12	\$151,570.47
FLD8272290684	n/a	9/2/2025	10 of 12	\$151,570.47
FLD8272290684	n/a	12/2/2025	11 of 12	\$151,570.47
FLD8272290684	n/a	3/2/2026	12 of 12	\$151,570.47
			TOTAL	\$1,322,106.67

As of the filing of this Proof of Claim, the Licensing Agreement has not been assumed or rejected. LinkedIn reserves its right to use and amend this Proof of Claim to: (1) assert any “cure” due pursuant to 11 U.S.C. § 365(b)(1)(A) in the event Debtor assumes the Licensing Agreement; and (2) assert pre-petition rejection damage claims pursuant to 11 U.S.C. § 502(g) in the event Debtor rejects the Licensing Agreement.

If the Licensing Agreement is rejected, the rejection will constitute a breach of contract under 11 U.S.C. § 365(g). Damages for breach of contract involving the grant of a non-exclusive license to use intellectual property, such as the Licensing Agreement, are determined based on the contractual amount to be paid for the license. *In re Medical Economics Co.*, No. 01 Civ.11262 KMW AJP, 2003 WL 22346391 (S.D.N.Y. Oct. 15, 2003) (damages equal to license fees owed under contract for license); *Vianix Delaware LLC v. Nuance Communications, Inc.*, No. 3801-VCP, 2010 WL 3221898 (Del. Ch. Ct. Aug. 13, 2010) (calculation of damages due to software licensor based on royalties due under technology licensing agreement).

Since almost all licensing agreements provide for royalties, the loss of income from royalties is typically the first measure of contract damages when the plaintiff is the licensor. These are classic expectation damages because their purpose is to put the licensor in the position it would have been in had the contract been performed. Thomas J. Sartory, *Bus. & Com. Litig. Fed. Cts. § 89:27* (3d ed.), ABA Section of Litigation (2012). Accordingly, if the Licensing Agreement is rejected, LinkedIn will be entitled to, as damages for breach of contract, the value it expected to receive under the Licensing Agreement.

LinkedIn, therefore, asserts a contingent claim of **\$1,322,106.67** in the event the Licensing Agreement is rejected.

This Proof of Claim does not constitute LinkedIn's consent to the assumption and assignment of the Licensing Agreement. Licenses of LinkedIn software and products are licenses of copyrighted materials and, therefore, may not be assumed or assigned without LinkedIn's consent. *In re Catapult Entertainment*, 165 F.3d 747 (9th Cir. 1999) (since federal patent law excused non-debtor licensor from rendering performance, debtor could not assume or assign the non-exclusive patent license without the non-debtor's licensor's consent). The analysis of the court in *In re Catapult* holds true for non-exclusive copyright licenses. See *In re Access Beyond Technologies, Inc.*, 237 B.R. 32, 48 49 (Bankr. D. Del. 1999) (citing *In re West Elec., Inc.*, 852 F.2d 79 (3d Cir. 1988)); *In re Patient Educ. Media*, 210 B.R. 237, 243 (Bankr. S.D.N.Y. 1997) (holding that debtor could not assume and assign nonexclusive license without copyright owner's consent).

LinkedIn reserves its right to request payment of the invoices referenced above, or any subsequent invoices issued under the Licensing Agreement, as an administrative priority claim.

Claim Summary	
Prepetition	\$130,297.02
Rejection Damages (Contingent)	\$1,322,106.67
TOTAL	\$1,452,403.69

EXHIBIT A



LinkedIn Corporation
FEIN: [REDACTED]

Invoice

Invoice Number : 10111963964 **Balance Due : USD 130,297.02**
Due Date : 02-AUG-2023

Bill To AgileThought, LLC 2502 N Rocky Point Dr Ste 960 Tampa FL 33607-4928 United States Attn: Accounts Payable Customer Number: 230371	Ship To AGILETHOUGHT INC. 2502 N Rocky Point Dr Ste 960 Tampa FL 33607-4928 United States Customer Number: 472835	Invoice Date : 03-JUN-2023 Payment Terms : NET 60 PO Number or I/O Number : 4600000145 Advertiser Campaign : Contract Contact : Pombo, Mariano Currency : USD Payment Method : Invoice
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Invoice Details

Order Number FLD8272290684 Billing Frequency Quarterly Next Invoice Date N/A Contract Billed Amount 137,785.35

Line	Description	Qty	Billed Amount	Tax Amount
1	Career Pages - Large Enterprise: Advanced : 1 of 4 Billing Period From 06/02/2023 To 09/01/2023	1	7,250.00	0.00 0.00%
2	Job Slots : 1 of 4 Billing Period From 06/02/2023 To 09/01/2023	16160	30,745.00	0.00 0.00%
3	Job Wrapping : 1 of 12 Billing Period From 06/02/2023 To 09/01/2023	1	0.00	0.00 0.00%
4	Recruiter - Corporate : 1 of 4 Billing Period From 06/02/2023 To 09/01/2023	550	96,490.35	0.00 0.00%
5	Recruitment Ads : 1 of 12 Billing Period From 06/02/2023 To 09/01/2023	1	3,300.00	0.00 0.00%

Special Instructions :	Total	137,785.35
	FL CST	0.00
	Amount Paid	7,488.33
	Balance Due	130,297.02

Questions? Please contact us at <http://lnkd.in/billinghelp> View all invoices at <https://admincenter.linkedin.com>

Payment Instructions Please reference invoice number(s) with your payment.

Pay via wire transfer/ACH

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Pay By Check

LinkedIn Corporation
62228 Collections Center Drive
Chicago, IL 60693-0622
United States

For ACH Payments, include the remittance advice identifier segment RMR*IV, your invoice number and payment amount. For example RMR*IV*3951653**179529.68*

For Wire payments, include the reference tag *INV?* and invoice numbers. For example, INV?3951653

In all other cases, send remittance advice to ar-receipts@linkedin.com



LinkedIn Corporation
FEIN: [REDACTED]

Bill To

AgileThought, LLC
2502 N Rocky Point Dr Ste 960
Tampa FL 33607-4928
United States
Attn: Accounts Payable
Customer Number: 230371

Ship To

AGILETHOUGHT INC.
2502 N Rocky Point Dr Ste 960
Tampa FL 33607-4928
United States
Customer Number: 472835

Dear Customer,

Please note that below is the summary of the complete list of billing schedules for this order. For any questions, please contact <http://lnkd.in/billinghelp>.
Thank you for your business.

Billing Schedule Summary - Order Number FLD8272290684

Bill From	Bill To	Invoice Date	Due Date	Transaction Number	Currency	Billing Schedule Amount	Invoice Amount	Tax Amount	Total Amount (Incl. Tax)	Balance Due
02-JUN-2023	01-SEP-2023	03-JUN-2023	02-AUG-2023	10111963964	USD	137,785.35	137,785.35	0.00	137,785.35	130,297.02
02-SEP-2023	01-DEC-2023	04-SEP-2023	03-NOV-2023	10112063787	USD	137,785.35	137,785.35	0.00	137,785.35	137,785.35
02-DEC-2023	01-MAR-2024	02-DEC-2023			USD	137,785.35				
02-MAR-2024	01-JUN-2024	02-MAR-2024			USD	137,785.35				
02-JUN-2024	01-SEP-2024	02-JUN-2024			USD	144,509.86				
02-SEP-2024	01-DEC-2024	02-SEP-2024			USD	144,509.86				
02-DEC-2024	01-MAR-2025	02-DEC-2024			USD	144,509.86				
02-MAR-2025	01-JUN-2025	02-MAR-2025			USD	144,509.86				
02-JUN-2025	01-SEP-2025	02-JUN-2025			USD	151,570.47				
02-SEP-2025	01-DEC-2025	02-SEP-2025			USD	151,570.47				
02-DEC-2025	01-MAR-2026	02-DEC-2025			USD	151,570.47				
02-MAR-2026	01-JUN-2026	02-MAR-2026			USD	151,570.47				

Contract Amount (Excl. Tax)	1,735,462.72
Billed Amount (Excl. Tax)	275,570.70

EXHIBIT B

Billing Schedule Summary - Order Number FLD8272290684

Bill From	Bill To	Invoice Date	Due Date	Transaction Number	Currency	Billing Schedule Amount	Invoice Amount	Tax Amount	Total Amount (Incl. Tax)	Balance Due
2-Jun-23	1-Sep-23	3-Jun-23	2-Aug-23	10111963964	USD	\$ 137,785.35	\$ 137,785.35	\$ -	\$ 137,785.35	\$ 130,297.02
2-Sep-23	1-Dec-23	4-Sep-23	3-Nov-23	10112063787	USD	\$ 137,785.35	\$ 137,785.35	\$ -	\$ 137,785.35	\$ -
2-Dec-23	1-Mar-24	2-Dec-23	31-Jan-24	10112162728	USD	\$ 137,785.35	\$ 137,785.35	\$ -	\$ 137,785.35	\$ -
2-Mar-24	1-Jun-24	2-Mar-24			USD	\$ 137,785.35				
2-Jun-24	1-Sep-24	2-Jun-24			USD	\$ 144,509.86				
2-Sep-24	1-Dec-24	2-Sep-24			USD	\$ 144,509.86				
2-Dec-24	1-Mar-25	2-Dec-24			USD	\$ 144,509.86				
2-Mar-25	1-Jun-25	2-Mar-25			USD	\$ 144,509.86				
2-Jun-25	1-Sep-25	2-Jun-25			USD	\$ 151,570.47				
2-Sep-25	1-Dec-25	2-Sep-25			USD	\$ 151,570.47				
2-Dec-25	1-Mar-26	2-Dec-25			USD	\$ 151,570.47				
2-Mar-26	1-Jun-26	2-Mar-26			USD	\$ 151,570.47				
Contract Amount (Excl. Tax)						\$ 1,735,462.72				
Billed Amount (Excl. Tax)							\$ 413,356.05			

Future Billing **\$ 1,322,106.67**