

SUBSCRIPTION AGREEMENT

This Subscription Agreement, including any of its exhibits, annexes and appendixes (collectively, the “**Agreement**”), is entered into by and between Noma Security, Inc. (“**Company**”) and the entity executing the corresponding Order Form (“**Customer**”) (each, a “**Party**” and collectively, the “**Parties**”). By signing or otherwise accepting the Order Form, Customer acknowledges and represents that it has fully read and understood, and agrees to be bound by, the terms of this Agreement (the date of such occurrence being the “**Effective Date**”). Customer may use the Services (as defined below) subject to the terms below.

If Customer has purchased the license granted hereunder from a partner, reseller or distributor authorized by Company (“**Partner**”), to the extent there is any conflict between this Agreement and the agreement entered between Customer and the respective Partner, including any purchase order (“**Partner Order Form**”), then, as between Customer and Company, this Agreement shall prevail. Any rights granted to Customer in such Partner Order Form which are not contained in this Agreement, apply only in connection with such Partner. In that case, Customer must seek redress or realization or enforcement of such rights solely with such Partner and not Company.

1. **Definitions.** All capitalized terms used herein, not otherwise defined, shall have the meaning set forth in the Order Form. The following capitalized terms have the meanings set forth below:

- 1.1 “**Affiliate**” with respect to any entity, means any other entity controlling, controlled by or under common control with such entity, where “control” means direct or indirect ownership or voting control of fifty percent (50%) or more of the equity or voting securities of the entity in question or having the power, by commitment or otherwise, to elect a majority of the Board of Directors (or similar governing body) of the entity in question.
- 1.2 “**Customer Data**” means electronic data and content submitted to the Service by Customer and Users in connection with their use of the Service (defined below), excluding Analytics Information (defined below).
- 1.3 “**Feature**” means any module, tool, functionality, or feature of the Service.
- 1.4 “**Order Form**” means a written or electronic order form, to which this Agreement is attached or incorporated, and which is agreed by the Parties. The Order Form shall include the commercial terms, including the Subscription Scope agreed between the Parties.

1.5 “**Subscription Scope**” means any Service usage and/or other limitations set forth in the Order Form (if any) or Partner Order Form (if purchased via Partner).

1.6 “**Initial Subscription Term**” means the initial Service subscription period specified in the Order Form.

1.7 “**Users**” means an employee of Customer authorized by the Customer to access and use the Service.

2. **Subscription.**

2.1 **Access Right.** Subject to the terms and conditions of this Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable right to remotely access the Company's software-as-a-service (the “**Service**”) during the Subscription Term (defined below), solely for Customer's internal business purposes (collectively, the “**Subscription**”). Unless otherwise indicated, the term “**Service**” also includes any manual or documentation provided or made available to Customer in connection with the operation of the Service (“**Documentation**”). Customer may use the Service subject to the Subscription Scope, other usage limitations or restrictions specified in this Agreement and the respective Order Form or Partner Order Form (if purchased via Partner) and applicable laws and regulations.

Customer shall be solely responsible for providing all equipment, systems, assets, access and ancillary goods and services needed to access and use the Service and for ensuring their compatibility with the Service.

The On-Prem Component Terms and Conditions attached hereto as **Annex A** outline additional terms and conditions applicable to the on-prem deployment of the broker component (the “**On-prem Component**”).

1.1 **Additional Purchases.** Purchases of access to additional features and/or additional volume under the Subscription Scope (collectively, “**Additional Purchases**”) shall be made by mutually signed written addendum to the Order Form or by executing a new Order Form, in each case according to the pricing agreed between the Parties. If Customer makes any Additional Purchases during a Subscription Term, the Subscription Fees and the Service term thereof will be prorated to be coterminous with the Subscription Term.

1.2 **Hosting.** The Service is hosted by a third-party

hosting services provider selected by Company (“**Hosting Provider**”), and accordingly the availability of the Service shall be in accordance with the Hosting Provider’s then-current uptime commitments.

2. **Support Services.** During the Term, and subject to Customer fulfilling all of its payment obligations under this Agreement, Customer will be entitled to receive technical support services as specified in the applicable Order Form and according to the Company internal policy (“**Support Services**”). The Support Services may be performed by Company, a Partner and/or Company’s certified third party providers. The term “Subscription” shall also include the services provided under the Support Services (defined above).

3. **Trial Period.** The Company may, at its sole discretion, offer a free trial subscription to the Service, commencing on the Effective Date and ending at the date specified under the Order Form (“**Trial Period**”). Unless otherwise agreed between the Parties, no fees are due from Customer for use of the Service during the Trial Period. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE TRIAL PERIOD THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY WHATSOEVER AND THE COMPANY WILL HAVE NO WARRANTY, INDEMNITY OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE TRIAL PERIOD. FOR CLARITY, COMPANY SHALL NOT BE LIABLE HEREUNDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER; NOR FOR DAMAGES OR LOSSES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE. In the event of any inconsistencies between the terms of this Section 4 and other provisions of this Agreement, the terms specified in this Section 4 shall prevail with respect to the Trial Period.

4. **Subscription Fees.**

4.1 **Subscription Fees.** Customer shall pay the Company the Subscription fees specified under the Order Form (the “**Subscription Fees**”).

4.2 **Other Fees.** Customer shall pay the Company whatever other fees or charges specified under the Order Form, if any (“**Other Fees**”, and together with the Subscription Fees, the “**Fees**”).

4.3 **General.** Unless expressly stated otherwise in the Order Form: (a) all Fees are stated, and are

to be paid, in U.S. Dollars; (b) all payments under this Agreement are non-refundable, and are without any right of set-off or cancellation; (c) all Fees are payable, and shall be invoiced, in advance, and shall be paid as specified under the Order Form, and if not agreed therein, within thirty (30) days of receipt of invoice; and (d) any amount not paid when due will accrue interest on a daily basis until paid in full, at the lesser of the rate of one and a half percent (1.5%) per month and the highest amount permitted by applicable law.

4.4 **Suspension.** Company reserves the right to temporarily suspend provision of the Service: (a) if Customer is seven (7) days or more overdue on a payment; (b) if Company deems such suspension necessary as a result of Customer’s breach under Section 6.1 (*Subscription Restrictions*); (c) if Company reasonably determines suspension is necessary to avoid material harm to Company or its other customers, including if the Service’s cloud infrastructure is experiencing denial of service attacks or other attacks or disruptions outside of Company’s control, or (d) as required by law or at the request of governmental entities.

4.5 **Taxes.** Amounts payable under this Agreement are exclusive of all applicable sales, use, consumption, VAT, GST, and other taxes, duties or governmental charges, except for taxes based upon Company’s net income. In the event that Customer is required by any law applicable to it to withhold or deduct taxes for any payment under this Agreement, then the amounts due to Company shall be increased by the amount necessary so that Company receives and retains, free from liability for any deduction or withholding, an amount equal to the amount it would have received had Customer not made any such withholding or deduction. If a purchase order (or purchase order number) is required by Customer in order for an invoice to be paid, then Customer shall promptly provide such purchase order (or number) to Company.

4.6 If Customer purchased the Subscription via a Partner, the Subscription is subject to the full payment of the applicable fees as set forth in the Partner Order Form between Customer and the respective Partner. All payments shall be made directly to Partner, as agreed between Customer and Partner. If Customer is entitled to a refund under the terms and conditions of this Agreement, then, unless Company specifies otherwise, Company will refund any applicable fees to the Partner, and the Partner alone will be responsible for refunding the appropriate amounts to Customer.

6.1 **Subscription Restrictions.** As a condition to the Subscription, and except as expressly permitted otherwise under this Agreement, Customer shall not do (or permit or encourage to be done) any of the following Subscription restrictions (in whole or in part): (a) modify, create derivative works, copy, “frame”, or “mirror”, any part of the Service (including by incorporation into its products); (b) sell, assign, transfer, lease, rent, license (or sublicense), or otherwise distribute or make available the Service or otherwise share Customer's rights under this Agreement, to any third party (such as offering it as part of a time-sharing, outsourcing or service bureau environment); (c) perform, or disclose the results of, any testing or benchmarking of the Service; (d) publicly perform, display or communicate the Service; (e) modify, alter, adapt, arrange, or translate the Service; (f) decompile, disassemble, decrypt, reverse engineer, extract, or otherwise attempt to discover the source code or non-literal aspects (such as the underlying structure, sequence, organization, file formats, non-public APIs, ideas, or algorithms) of, the Service; (g) remove, alter, or conceal any proprietary rights notices displayed on or in the Service; (h) circumvent, disable or otherwise interfere with security-related or technical features (including those that enforce use limitations) or protocols of the Service; (i) make a derivative work of the Service, or use it to develop any service or product that is the same as, or competes with (or is substantially similar to) the Services; (j) store or transmit any robot, malware, Trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the Service; (k) take any action that imposes or may impose (as determined in Company's reasonable discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other cloud infrastructure which operate or support the Service, or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure; (l) use the Service in a manner that violates or infringes any rights of any third party, including but not limited to, privacy rights, publicity rights or intellectual property rights; (m) breach any of the Company's intellectual property rights in or to the Service; (n) export, make available or use the Service in any manner prohibited by applicable laws; (o) engage in any activity that constitutes, or encourages conduct that would constitute, a criminal offense, give rise to civil liability or otherwise violate any applicable law; and/or (p) cause or permit any affiliate or third

party to do any of the foregoing (collectively, the “**Subscription Restrictions**”).

5. **Personal Data.** To the extent that Customer needs a data processing agreement, Customer shall request Company to provide it with Company's Data Processing Agreement and return it signed to Company as described therein and such DPA shall be consider an integral part of this Agreement.

6. **Mutual Warranties.** Each Party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable law.

7. **Intellectual Property Rights.**

1.1 **Ownership.** The Service and/or any copies thereof, are not for sale and is the sole property of Company and/or its affiliates (as applicable). As between the Parties, Company is, and shall be, the sole and exclusive owner of all intellectual property rights in and to: (a) the Service and all related software and intellectual property; (b) Documentation; (c) Company's Confidential Information; and (d) any and all improvements, derivative works, and/or modifications of/to the foregoing, regardless of inventorship or authorship. Customer shall make, and hereby irrevocably makes, all assignments necessary or reasonably requested by Company to ensure and/or provide Company the ownership rights set forth in this paragraph. Company shall be entitled, from time to time, to modify and replace the features (but not material functionalities, unless it improves the material functionality) and user interface of the Service. Nothing herein constitutes a waiver of Company's intellectual property rights under any law. This Agreement does not convey to Customer any interest in or to the Service other than a limited right to use the Service in accordance with Section 2. The company reserves all rights not expressly granted herein.

7.1 **Feedback.** If Company receives any feedback (which may consist of questions, comments, suggestions or the like) regarding any of the Services (collectively, “**Feedback**”), all rights, including intellectual property rights in such Feedback shall belong exclusively to Company and such shall be considered Company's Confidential Information. Customer hereby (and ensure its Users) irrevocably and unconditionally transfers and assigns to Company all intellectual property rights it has in such Feedback and waives any and all moral rights that Customer may have in respect

thereto. It is further understood that use of Feedback, if any, may be made by Company at its sole discretion, and that Company in no way shall be obliged to make use of the Feedback or any part thereof.

7.2 **Analytic Information.** Any anonymous information, derived from the use of the Service (i.e., metadata, aggregated and/or analytics information and/or intelligence relating to the operation, support, and/or Customer's use, of the Service) and/or Customer Data which is not personally identifiable information and does not identify Customer ("**Analytics Information**") may be used by Company to provide the Service, and for development, improving, enhancing and/or statistical purposes. Company shall exclusively own Analytics Information.

7.3 **Customer Data.** While using the Services, Customer data and information may be made available and/or accessible to Company or the Service ("**Customer Data**"). Customer hereby grants Company and its Affiliates a worldwide, non-exclusive, non-assignable (except as provided herein), non-sublicensable (except to Company's subcontractors, if applicable), non-transferable right and license, to access and use the Customer Data, including without limitation for Company's provision of the Services and related services hereunder. As the exclusive owner of the Customer Data, Customer represents, warrants and covenants that Customer has received and/or obtained any and all required consents or permits and has acted in compliance with any and all applicable laws, including, without limitation privacy laws, as to allow Company to receive, transfer and use the Customer Data solely in order to perform the Service. Company may however be required to disclose the Customer Data: (a) to satisfy any applicable law, regulation, legal process, subpoena or governmental request; or (b) to collect, store, transfer, and/or process the Customer Data through Company's Affiliates, third party service providers and vendors, as reasonably necessary to provide the Service. Company will maintain commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of the Customer Data.

8. **Third Party Components.** The Service may use or include third party open source software, files, libraries or components, or other third party software, that may be distributed to Customer and are subject to third party license terms. A list of any third party and related licenses will be provided by Company upon request. If there is a conflict between any third party license and the terms of this

Agreement, then the third party license terms shall prevail, but solely in connection with the related third party software. Company makes no warranty or indemnity hereunder with respect to any third party software.

9. **Confidentiality.** "**Confidential Information**" means any information disclosed by or on behalf of one Party ("**Discloser**") to the other Party ("**Recipient**") pursuant to this Agreement that is marked as "confidential" or in some other manner to indicate its confidential nature or which by its nature and given the circumstances surrounding its disclosure should reasonably be considered confidential. Without limiting the foregoing, the Service is Company's Confidential Information. Confidential Information does not include any information which: (i) is or becomes generally known and available to the public through no act of the Recipient; (ii) was already in the Recipient's possession without a duty of confidentiality owed to the Discloser at the time of the Discloser's disclosure; (iii) is lawfully obtained by the Recipient from a third party who has the express right to make such disclosure; or (iv) is independently developed by the Recipient without breach of an obligation owed to the Discloser. The Recipient may use the Discloser's Confidential Information solely to perform its obligations under this Agreement. Except as set forth in the immediately following sentence, the Recipient will not disclose the Discloser's Confidential Information to any third party except to its employees, consultants, affiliates, agents, and subcontractors (collectively "**Representatives**") having a need to know such information to perform its obligations under this Agreement who have signed a non-disclosure agreement with the Recipient containing terms at least as protective of the Discloser's Confidential Information as those contained herein. For clarity, the Recipient shall remain liable at all times for any acts and/or omissions of its Representatives with respect to the Discloser's Confidential Information. The Recipient may disclose the Discloser's Confidential Information to the extent that such disclosure is required by law or by the order of a court of similar judicial or administrative body, provided that it notifies the Discloser of such required disclosure to enable Discloser to seek a protective order or otherwise to prevent or restrict such disclosure. All right, title, and interest in and to Confidential Information are and will remain the sole and exclusive property of the Discloser. The Recipient will use no less than reasonable efforts to protect the Discloser's Confidential Information from unauthorized access, use, or disclosure. Notwithstanding anything to the contrary in this Agreement, Company's obligations with respect to the protection of Customer Data are solely as set

forth in Section 8.4 (*Customer Data*).

10. **DISCLAIMER OF WARRANTIES.**

10.1 The warranties specified under this Section do not apply during the Trial Period. The Company represents and warrants that, under normal authorized use, the Service shall substantially perform in conformance with its Documentation (if any). As the Customer's sole and exclusive remedy and Company's sole liability for breach of this warranty, Company shall use commercially reasonable efforts to repair the Service in accordance with the Support Services. The warranty set forth herein shall not apply if the failure of the Service results from or is otherwise attributable to: (i) repair, maintenance or modification of the Service by persons other than Company or its authorized contractors; (ii) accident, negligence, abuse or misuse of the Service; (iii) use of the Service other than in accordance with the Documentation (if any); (iv) the combination of the Service with equipment or software not authorized or provided by Company; (v) Customer's failure to implement software updates and upgrades provided by the Company specifically to avoid such failure; (vi) any inaccuracy in the code or other information provided or made available to Company; (vii) any delay in providing the code to Company caused by Customer and/or its third party service providers; and/or (viii) any change in and to Customer's third party services which may limit, affect or disable the Company's ability to provide the Services.

10.2 OTHER THAN AS EXPLICITLY STATED IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND THE RESULTS THEREOF ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY DOES NOT WARRANT THAT: (i) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR OPERATE ERROR-FREE. EXCEPT AS SET FORTH IN SECTION 7 (*MUTUAL WARRANTIES*) AND THIS SECTION 11, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR CUSTOMER'S HOSTING SERVICES.

10.3 From time to time, Company may make beta services available at no charge as part of the Service. The beta services are made available "AS IS" and the Company shall have no liability for any harm or damage arising out of or in connection with the beta services. The Customer may choose to try such beta services at its sole discretion. The Company may discontinue beta services at any time in its sole discretion and may never make them generally available.

11. **LIMITATION OF LIABILITY.**

11.1 NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE, PROFITS, REPUTATION OR GOOD WILL, DATA, OR DATA USE, OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES.

11.2 EXCEPT FOR ANY DAMAGES RESULTING FROM ANY BREACH OF EITHER PARTY'S CONFIDENTIALITY OBLIGATIONS HEREIN, INDEMNIFICATION, LIABILITY FOR BREACH OF PRIVACY AND DATA PROTECTION OBLIGATIONS, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, AND/OR CUSTOMER'S MISAPPROPRIATION OR OTHER VIOLATION OF COMPANY'S INTELLECTUAL PROPERTY RIGHTS (INCLUDING VIOLATION OF THE SUBSCRIPTION RESTRICTIONS BY CUSTOMER), WHICH SHALL BE CAPPED AT THREE TIMES (3X) THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM, NEITHER PARTY'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID OR PAYABLE TO COMPANY BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

11.3 THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR CLARITY, THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO PAYMENTS DUE TO THE COMPANY UNDER THIS AGREEMENT (INCLUDING THE ORDER FORM AND ITS EXHIBITS).

11.4 THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION 12 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,

AND: (A) EVEN IF COMPANY HAS BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES, DAMAGES, OR COSTS; (B) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (C) REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, TORT, NEGLIGENCE OR STRICT LIABILITY).

12. **Indemnification.**

12.1 Company agrees to defend, at its expense, any third party action or suit brought against Customer alleging that the Services, when used as permitted under this Agreement, infringe the intellectual property rights of a third party ("**IP Infringement Claim**"); and Company will pay any damages finally awarded by a court of competent jurisdiction against Customer that are attributable to any such IP Infringement Claim.

12.2 Customer agrees to defend, at its expense, any third party action or suit brought against Company arising out of or relating to: (i) Customer's breach of any of its obligations and undertakings regarding privacy, personal data and intellectual property rights; (ii) information and/or data Customer enters into the Services; and (iii) Customer's use of the artificial intelligence tools; and Customer will pay any damages finally awarded by a court of competent jurisdiction against Company that are attributable to any such claim.

12.3 As a condition to the defense and indemnity set forth above the indemnified Party: (i) promptly notifies the indemnifying Party in writing of such claim; and (ii) grants the indemnifying Party the sole authority to handle the defense or settlement of any such claim and provides the indemnifying Party with all reasonable information and assistance in connection therewith, at the indemnifying Party's expense. The indemnifying Party will not be bound by any settlement that the indemnified Party enters into without the indemnifying Party's prior written consent.

12.4 If the Service becomes, or in Company's opinion is likely to become, the subject of an IP Infringement Claim, then Company may, at its sole discretion: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to avoid the IP Infringement Claim; or (c) if options (a) and (b) cannot be accomplished despite Company's reasonable efforts, then Company may terminate the affected Order Form(s) upon written notice to Customer, and Customer shall

be entitled to receive a pro-rated refund of any prepaid Subscription Fees under such Order Form(s) based on the remaining period of the corresponding Subscription Term(s).

12.5 Notwithstanding the foregoing, Company shall have no responsibility for IP Infringement Claims resulting from or based on: (i) modifications to the Service made by a party other than the Company or its designee if such IP Infringement Claim would not have arisen without such modifications; (ii) the Customer's failure to implement software updates and upgrades provided by the Company specifically to avoid infringement if such IP Infringement Claim would not have arisen if such updates had been properly implemented; (iii) Company's compliance with Customer's instructions or specifications; and/or (iv) the combination or use of the Services with equipment, devices or software not supplied by Company.

12.6 This Section 13 states Company's entire liability, and Customer's exclusive remedy, for any IP Infringement Claim.

13. **Term and Termination.**

13.1 **Term.** This Agreement commences on the Effective Date and, unless terminated in accordance herewith, shall continue in full force and effect for the duration of the Initial Subscription Term (the "**Initial Subscription Term**"). Unless otherwise specified in the Order Form, following the Initial Subscription Term, the Order Form shall automatically renew for successive Subscription Terms of equal length (each, a "**Renewal Subscription Term**", and together with the Initial Subscription Term, the "**Subscription Term**"), unless either Party notifies the other Party in writing of its intent not to renew the Order Form at least sixty (60) days prior to the expiration of the then-current Subscription Term. In case the Customer was granted with an access right to use the Service during the Trial Period according to Section 4, this Agreement shall enter into force and effect on the Effective Date and shall remain in full force and effect for the Trial Period (as may be extended solely by Company's explicit prior written approval). Following the Trial Period this Agreement shall be automatically renewed for the applicable Initial Subscription Term specified in the Order Form, unless either Party notifies the other Party in writing of its intent not to renew the Order Form at least thirty (30) days prior to the expiration of the then-current Subscription Term.

13.2 **Termination for Breach.** Each Party may terminate this Agreement immediately upon written notice to the other Party if the other

Party commits a material breach under this Agreement and, if curable, fails to cure that breach within sixty (60) days after receipt of written notice specifying the material breach (except that for payment defaults, such cure period will be seven (7) days).

13.3 **Termination for Bankruptcy.** Each Party may terminate this Agreement upon written notice to the other Party upon the occurrence of any of the following events in respect of such other Party: (a) a receiver is appointed for the other Party or its property, which appointment is not dismissed within sixty (60) days; (b) the other Party makes a general assignment for the benefit of its creditors; (c) the other Party commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief Law, which proceedings are not dismissed within sixty (60) days; or (d) the other Party is liquidating, dissolving or ceasing normal business operations.

13.4 **Effect of Termination: Survival.** Upon termination of this Agreement for any reason: (a) the Subscription shall automatically terminate, (b) Customer shall cease all access and use of the Services thereunder, and (c) Customer shall (as directed) permanently erase and/or return all Confidential Information of Company in Customer's possession or control. Following termination, all outstanding Fees and other charges that accrued as of termination shall become immediately due and payable, and if necessary Company shall issue a final invoice thereof. The provisions of this Agreement that, by their nature and content, must survive the termination of this Agreement in order to achieve the fundamental purposes of this Agreement (including limitation of liability) shall so survive. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

14. **Miscellaneous.**

14.1 **Entire Agreement.** This Agreement, including the data processing agreement (if applicable), and any exhibits attached or referred hereto, represents the entire agreement between the Parties concerning the subject matter hereof, replaces all prior and contemporaneous oral or written understandings and statements, and may be amended only by a written agreement executed by both Parties. Any terms and conditions (whether printed, linked to or otherwise), within any purchase order or related correspondence which that purport to modify or supplement the terms and conditions of this Agreement (or the corresponding Order Form), shall be void and of no effect.

14.2 **No Waiver.** The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach shall not be deemed a waiver by that Party as to subsequent enforcement or actions in the event of future breaches. Any waiver granted hereunder must be in writing.

14.3 **Severity.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and such provision shall be reformed only to the extent necessary to make it enforceable.

14.4 **Government Use.** Any use of the Service by an agency, department, or other entity of the United States government shall be governed solely by the terms of this Agreement.

14.5 **Publicity.** Customer hereby agrees that: (i) Company may use Customer's name and logo to identify Customer as a customer of Company or user of the Service, on Company's web site, presentations, marketing materials or otherwise; and (ii) Customer, to the extent requested by Company, shall use commercially reasonable efforts to positively address communications it receives from Company's potential customers. In addition, Customer will cooperate with Company to create a quote/case study that will be published on the Company website. Following the termination of this Agreement, Customer may request Company to remove such customer reference.

14.6 **No Third Parties.** Except as stated otherwise herein, this Agreement is for the sole benefit of the Parties hereto, and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person.

14.7 **Anti-Corruption.** The Customer has not received or been offered any illegal or improper bribe, payment, gift, or thing of value from any of Company, its affiliates, and/or any of their respective employees or agents in connection with this Agreement. If Customer learns of any violation of such restriction, Customer shall promptly notify Company.

14.8 **Assignment.** Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by (i) the Company to its affiliates; and/or (ii) either Party in connection with a merger, consolidation, sale of all of the equity interests of such Party, or a sale of all or substantially all

of the assets of the Party to which this Agreement relates. Without derogating from and subject to the abovementioned, this Agreement will bind and benefit each Party and its respective successors and assigns.

business day, if dispatched by facsimile or electronic mail after the hour 13:00 (local time for the receiving Party) and sender receives acknowledgment of receipt.

14.9 Governing Law; Arbitration. This Agreement shall be governed by and construed in accordance with the laws of Delaware without regard to principles of conflicts of law. All disputes arising out of or in connection with this Agreement shall be finally and exclusively settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The place of arbitration shall be Wilmington, Delaware. The language of the arbitration shall be English. Notwithstanding the foregoing, each Party may also seek interim relief in any court of competent jurisdiction. The application of a party to a judicial authority for such interim relief shall not be deemed to be an infringement or a waiver of the arbitration agreement and shall not affect the relevant powers reserved to the arbitral tribunal. EACH PARTY IRREVOCABLY WAIVES ITS RIGHT TO TRIAL OF ANY ISSUE BY JURY.

14.10 Amendments. No modifications to this Agreement can be made except in writing, signed by the Customer and Company.

14.11 No Agency. This Agreement does not, and shall not be construed to, create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties. Neither Party has any authority to enter into agreements of any kind on behalf of the other Party.

14.12 Force Majeure. Company will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of Company, including, but not limited to on account of strikes, shortages, riots, insurrection, fires, flood, storms, explosions, acts of God, war, government or quasi-governmental authorities actions, riot, acts of terrorism, earthquakes, explosions, power outages, pandemic or epidemic (or similar regional health crisis), or any other cause that is beyond the reasonable control of Company.

14.13 Notices. Notices to either Party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 13:00 hour (local time for the receiving Party) and sender receives acknowledgment of receipt, or (c) the next

Annex A

On-Prem Component Terms and Conditions

1. **General.** These On-Prem Component Terms and Conditions ("Annex A") outline additional terms and conditions applicable to the on-prem deployment of the broker component (the "On-prem Component") and any revision, adaptation, enhancement or new version of the On-Prem Component provided by the Company to the Customer. With respect to the On-prem Component, in the event of any conflict between the provisions of the Agreement and the provisions of this Annex A, the provisions of this Annex A shall prevail over the conflicting provisions of the Agreement. Any capitalized terms not defined herein shall have the meaning set forth in the Agreement.
2. **Access Right.**
 - 2.1 Subject to the terms and conditions of the Agreement, Company hereby grants Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable license to use the On-prem Component during the Subscription Term, solely for Customer's internal business purposes. Unless otherwise indicated, (i) the term "On-prem Component" also includes any manual or documentation provided or made available to Customer in connection with the operation of the On-prem Component ("Documentation"); and (ii) the term "Service" shall also be deemed to include the On-prem Component.
 - 2.2 Customer may use the On-prem Component subject to the Subscription Scope, other usage limitations or restrictions specified in the Agreement, this Annex A and applicable laws and regulations.
3. **Support and Implementation.**
 - 3.1 The Customer shall implement the On-Prem Component in accordance with applicable Documentation and instructions provided by the Company and shall be solely responsible for providing all equipment, systems, assets, access and ancillary goods and services needed to access and use the On-Prem Component and for ensuring their compatibility with the On-Prem Component. The implementation process may include installation, setup, configuration, and data migration.
 - 3.2 The Company is not responsible for the installation, sizing, configuration, performance or other operation of the On-Prem Component; provided however that the Company will use commercially reasonable efforts to provide assistance in such process to the Customer, either by telephone or via video teleconference, during working hours.
 - 3.3 The Company shall provide support and maintenance services in accordance with Company's then current Support Services as may be amended from time to time. The Company shall have no obligation to provide Support Services hereunder in the event the On-Prem Component has been: (a) used other than in accordance with applicable Documentation, (b) modified, repaired, serviced, maintained or altered by anyone other than the Company without the Company's prior explicit written approval. The Company shall not provide Support Services in respect of the combination of the On-Prem Component with other components.
4. **Updates and Upgrades.** We may from time to time provide updates or upgrades to the On-prem Component (each a "Revision") but are not under any obligation to do so. Customer acknowledges that Revisions to the On-Prem Component may require upgrades to certain components of the On-Prem Component, as set forth in the Documentation for such updates, in order to ensure optimum performance, and that Customer is solely responsible for obtaining such software and hardware upgrades.
5. **Hardware.** The Customer is solely responsible for any component and infrastructure needed for the installation and operation of the On-prem Component in its premises and Company will not be liable for any failures or delays related to the hardware.